

Terms of Use

(Effective starting: 22/07/2024)

Welcome to our Site and/or Application. Please read carefully the following terms (“**Terms**”) as they govern your access and use of this Site and/or Application.

The access and use of this Site and/or Application are provided to you pursuant to the contract entered into between (a) PwC or other PwC Firm (as the case may be) and (b) its client (“**Contract**”), under which PwC is procured to extend you access and use of this Site and/or Application. In accessing and using this Site and/or Application, you represent that you are duly authorized to do so by the client. Accordingly, for the purpose of these Terms, “you” and “your” shall mean the said client legal entity or otherwise yourself as an individual (including permitted users).

If there is a fully executed Contract between you and PwC that expressly and entirely governs this Site and/or Application, that Contract shall supersede these Terms.

In the event of any conflicts, inconsistencies or ambiguities between the Contract and these Terms, provisions of these Terms shall prevail, except to the extent PwC has agreed in writing to modify provision in these Terms or has agreed terms to that effect, in which case such modified provision will then control and prevail with respect to only that provision.

By clicking “I accept” (or similar button or checkbox) or by accessing and using the Site and/or Application, you agree to be bound by the Terms without modification or variation. The Terms constitute a legally binding agreement between you and PwC entity that owns or operates the Site and/or Application as described below (“**we**” or “**our**” or “**us**” or “**PwC**”); and “**parties**” shall be construed accordingly.

If you do not agree to be bound by or have any doubt about the Terms in their entirety or any part thereof, please do not proceed any further and exit this Site and/or Application.

1. Right to use Site and/or Application and restriction

- 1.1. **Grant** – We grant you a non-exclusive, non-transferable right for you to access and use the Site and/or Application, subject to the restrictions below and these Terms.
- 1.2. **Restrictions on use** – You may only use the Site and/or Application: (i) for your internal business purpose; (ii) in accordance with the Contract, these Terms; (iii) for the duration of these Terms; and (iv) in accordance with all applicable laws and regulations relevant to the receipt of the Site and/or Application (including anti-bribery, anti-corruption, data protection, sanctions and export laws and regulations).
- 1.3. **Other restrictions** – You must not: (i) infringe our intellectual property rights or those of our licensors; (ii) decompile, decipher, disassemble, reverse engineer or otherwise decrypt the Site and/or Application except to the extent permitted by mandatory laws; (iii) use the Site and/or Application to provide services to a third party or allow any third party to obtain a copy of the Site and/or Application, or access or use them, save as expressly agreed in writing by us in advance, or where required by law; (iv) use the Site and/or Application without obtaining any necessary permits, consents or licences required to integrate or inter-operate it with other software, hardware or data you use or licence; (v) use the Site and/or Application on any unsuitable system; or (vi) duplicate, modify or create a derivative work from the Site and/or Application without our prior written consent.
- 1.4. **Information about use** – Upon reasonable request you will allow us to undertake any audit or inspection we require, for the purposes of ascertaining whether you are using the Site and/or Application and Outputs in accordance with these Terms. You agree to facilitate such audit or inspection by making available relevant records evidencing your use of the Site and/or Application and Outputs, and by directing your personnel to cooperate with us.

2. Your responsibilities

- 2.1. **Generally** – You agree to:
 - (a) provide us promptly with all information, instructions and access to third parties we reasonably require to provide Site and/or Application (and/or its Outputs) and perform our related obligations;
 - (b) ensure we and our subcontractors and other PwC firms are permitted to use any information, text, photos, images or materials or other intellectual property rights you provide on the Site and/or Application (“**Contents**”).
 - 2.2. **Referring to us, the Site and/or Application** – Except as required by law, or with our prior written consent, you may not:
 - (a) include or refer to the Site and/or Application or our name or logo in a public document;
 - (b) make any public statement about us or the Site and/or Application;
 - (c) show or provide the Outputs or information derived from the Site and/or Application to any third parties.
 - 2.3. **Information** – You agree to ensure that all Contents provided to us are accurate, complete and not misleading (we will rely on the Contents to provide the Outputs and perform our related obligations and will not verify them in any way, except to the extent we have expressly agreed to do so;
 - 2.4. **Interdependence** – Our performance depends on you performing your obligations under these Terms and the Contract. You agree that we are not responsible for any loss or default that arises because you do not fulfil your obligations, or for failing to provide the Site and/or Application within any agreed timeframe or for any errors in the Site and/or Application and/or Outputs due to delays caused or materially contributed to by you, a permitted user or any third party, by: (i) providing us with inaccurate or incomplete information/ Contents or by using such information/Contents with the Site and/or Application; (ii) any information/ Contents that is provided to us or used with the Site and/or Application in the wrong format; or (iii) failing to make the appropriate staff or assistance available within a reasonable time. You are responsible for having adequate systems, software and internet access that meets our minimum requirements notified from time to time in order to use the Site and/or Application.
- 3. Permitted users**
- 3.1. **Your responsibilities** – You are responsible for: (i) all use of the Site and/or Application by yourself and all permitted users; and (ii) ensuring the permitted users are made aware of these Terms (and the relevant terms of the Contract, if applicable), and comply with them and all reasonable instructions issued by us to you. You warrant that anyone who accesses the Site and/or Application using access codes we give you has your authority to do so.
 - 3.2. **Access rights** – You must monitor the access rights of the permitted users on an on-going basis to ensure your and their compliance with these Terms (and the relevant terms of the Contract, if applicable). Unless provided otherwise in the Contract, each access code we give you is personal and non-transferable. You shall keep the access code confidential and secure, and not disclose to anyone else including other persons or parties who have access to the Site and/or Application. You must immediately notify us in writing if: (i) any changes to the permitted users’ access are required; or (ii) any permitted user details become known to anyone other than the relevant user so that we can disable those user details and provide a replacement access code; or (iii) you become aware of any unauthorised use of the Site and/or Application by anyone. Neither we, nor our licensors, accept any liability in connection with any unauthorised use of the access codes or any unauthorised access to or use of the Site and/or Application. We will have the unrestricted right, but not the obligation, to monitor your and permitted users' use of the Site and/or Application.
- 4. Hosting, Suspension, Availability**
- 4.1. **Hosting** – We may use third parties to host or provide all or parts of the Site/or Application. You agree that all restrictions in these Terms regarding access to and use of the Site and/or Application also apply to accessing and using any platform provided by such third party service provider.

- 4.2. **Suspension** – Without limiting any of our other rights and remedies, we may suspend the use of or access to the Site and/or Application from time to time: (i) to perform routine or emergency maintenance; (ii) to implement changes and upgrades to the Site and/or Application; (iii) to mitigate issues caused by any acts or omissions of third parties or issues with any internet infrastructure; (iv) if the Site and/or Application is, in our opinion, being misused; (v) if you or any permitted user has violated these Terms or any of the limitations and restrictions set forth therein; (vi) as requested by a law enforcement agency, government agency or other authority; or (vii) if the hosting environment of a third party service provider becomes unavailable to us or to you for any reason. Any such downtime will be limited to the minimum extent necessary in the circumstances, as determined by us.
- 4.3. **Availability** – We make no guarantee that the Site and/or Application will be accessible or usable at any given time or that access to it will be continuous, uninterrupted, or error free. We accept no liability for any consequences in connection with the Site and/or Application being unavailable. We may provide you with details of availability targets and other service levels applying to the Site and/or Application from time to time, which are subject to change and are not contractually binding. Any such availability targets: (i) refer to access to the Site and/or Application over the internet and do not apply to your own access to the internet for which you are responsible; and (ii) exclude any periods of downtime described in clause 4.2 above.

5. Your Contents

- 5.1. **Your Contents** – Where you are able to input Contents into the Site and/or Application, you shall comply with all applicable laws and regulations in relation to the Contents you input into the Site and/or Application. In particular, you warrant not to input any Contents, the content of which is prohibited by applicable laws and regulations or which violates any third party's rights including intellectual property rights. You will own all right, title and interest in and to all of your Contents and shall ensure that you have the right to input them into and use them with the Site and/or Application. You grant us a non-exclusive, royalty-free licence to use, analyse, survey and display any Contents you make available to us but only for the purpose of providing and improving the Site and/or Application (and Outputs) to you. Solely to the extent that reformatting your Contents for display in the Site and/or Application constitutes a modification or derivative work, the above licence also include the right to make modifications and derivative works.
- 5.2. **Monitoring of Contents** – PwC reserves the right, but does not have an obligation, to monitor your Contents placed on the Site and/or Application from time to time. Where PwC monitors, it will do so in accordance with applicable law. If any Contents input is or is in PwC's view likely to be in violation of these Terms or if required by competent authorities, we may with or without prior notice: (1) reject to publish any Content for you; (2) suspend all or part of the functions of the Site and/or Application to you; (3) delete any Content submitted by you to the Site and/or Application; (4) block your access to the Site and/or Application; (5) deactivate your user account or access code; and/or (6) report to the competent authorities. We will not be responsible or liable to you or any permitted users for such actions. PwC reserves the right to disclose any information as necessary to satisfy any law, regulation, court or governmental authority orders.
- 5.3. **Storage of Contents** – Unless otherwise agreed in the Contract (if any), the Site and/or Application is not a repository for your Contents or Outputs, and only duplicate Contents must be provided to us. You are solely responsible for keeping the originals of any Contents inputted or stored on and Outputs generated by the Site and/or Application and any copies required by you. In any event, we will not be responsible or liable to you or any permitted users or other third party for any deletion of, or termination of access to, your Contents following the expiry/ termination of these Terms or the Contract (whichever is earlier).
- 5.4. **Data Deletion** – You may request us to delete any Contents that is stored in the Site and/or Application. We will use commercially reasonable efforts to comply with such request, and you will reimburse us for any associated costs and expenses. You acknowledge and agree that some residual data may remain in backup files, deletion logs and similar materials despite deletion efforts.

- 5.5. **Data transfers** – The servers used to make the Site and/or Application available may be located in a jurisdiction outside of your jurisdiction. By inputting data into the Site and/or Application, you warrant that you comply with all applicable laws and regulations in relation to any transfer of data outside of your jurisdiction, including conducting any filings/applications and security assessments and obtaining sufficient authorisation, consent or approval in relation to the transfer.
- 5.6. **Viruses** – You and we will use standard, commercially-available virus-checking software in relation to any data, files, Contents or output accessible using the Site and/or Application. You and we confirm all reasonably appropriate technical and organisational security measures are in place in respect of the information/ Contents held in the Site and/or Application. We give no representation or warranty that the Site and/or Application or its Outputs will be free from viruses or other harmful components.
- 5.7. **Data use** – Provided that we comply with our confidentiality obligations and subject to clause 6, you agree that we may use any information, comment or suggestion (including identifying errors and potential improvements) obtained from your or permitted users' use of the Site and/or Application or supplied by you or permitted users, or anyone else working with or for you for the purposes of improving the Site and/or Application.
- 5.8. **Materials** – We may retain copies of all materials relevant to the provision of the Site and/or Application, including any materials given to us by you or on your behalf, for as long as we are permitted by law to do so.

6. Confidentiality

- 6.1. **Confidential information** – We and you agree to use the other's confidential information only in relation to the Site and/or Application, and not to disclose it, except where required by law or regulation or by a professional body of which we are a member. However, we may give confidential information to other PwC Firms, our suppliers and subcontractors as long as they are bound by confidentiality obligations, and to the extent it is not prohibited by applicable law. The Site and/or Application, documentation and any access codes we provide (if any) under these Terms are our confidential information.
- 6.2. **Referring to you**– We may refer to you (for example as a customer and user of the Site and/or Application) and the nature of the Site and/or Application for marketing purposes. You agree that we may do so, as long as we do not disclose your confidential information.

7. Intellectual property rights

- 7.1. **Ownership and right to use** – We (and/or our licensors) own all rights, title and interest (including intellectual property rights (“IPR”)) in the Site and/or Application, all underlying data, platform, system or software), and any materials provided by us under these Terms (altogether “**PwC Materials**”). You will have a limited, non-exclusive, non-transferable right to (i) use PwC Materials only for the purpose of these Terms and (ii) (where applicable) use PwC Materials as included in the Outputs but only as part of the Output in accordance with these Terms. You acquire no intellectual property rights in or to PwC Materials other than as set out in these Terms. You will not take any action to jeopardize, limit or interfere in any manner with our ownership of, or rights with respect to the same.

8. Data protection

- 8.1. **Responsibilities acknowledgement** – In connection with the use of this Site and/or Application, you shall provide personal data to us in accordance with any applicable data protection laws and regulations.
- 8.2. **Personal data** – You agree that we may process and transfer your personal data to other PwC Firms, our suppliers and subcontractors (who may be located in other territories) for the purposes of (i) providing and improving the Site and/or Application (and Outputs), (ii) maintaining our operations or client relationship management systems, (iii) quality and risk management reviews, or (iv) providing you with information about us and our range of services. Full details of how PwC collect, use and transfer personal data can be found in our privacy notice at <https://www.pwchk.com/en/privacy.html>. For privacy notice of other PwC Firms, please refer to <https://www.pwc.com/gx/en/legal-notices/pwc-privacy-statement.html>.

9. Subcontractors (including other PwC Firms)

- 9.1. **Subcontractors** – We may use other PwC Firms (each of which is a separate and independent legal entity), suppliers or subcontractors to provide the Site and/or Application. We remain solely responsible for the Site and/or Application. PwC Firms refer to any entity or partnership within the worldwide network of PricewaterhouseCoopers firms and entities (“PwC Firms”).
- 9.2. **No claims against other PwC Firms** – You agree not to bring any claim against another PwC Firm in connection with the Site and/or Application or these Terms. Any PwC Firm who deals with you in connection with the Site and/or Application or these Terms does so solely on our behalf.
- 9.3. **Group members** – You will ensure that no group member, including your subsidiaries, associated companies and any holding company (unless a party to the Contract, if applicable), both while they are a group member and thereafter, brings any claim against any PwC Firm (or its partners, members, directors or employees) or our suppliers and subcontractors in respect of any liability relating to the Site and/or Application or the Contract.
- 9.4. **Benefit of clauses 9.2 and 9.3** – Clauses 9.2 and 9.3 are for the benefit of other PwC Firms and our suppliers and subcontractors. You agree that each of the other PwC Firms, our suppliers and subcontractors may rely on clauses 9.2 and 9.3 as if they were a party to this Contract. Each other PwC Firm, our suppliers and subcontractors that assists in providing the Site and/or Application relies on the protection in clauses 9.2 and 9.3 and we accept its benefit on their behalf.

10. PwC Individuals

No claims against individuals – You agree not to bring any claim against any of (i) our employees or employees of other PwC Firms, or (ii) our partners or partners of other PwC Firms (together “**PwC Individuals**”) personally in connection with the Site and/or Application or these Terms. This clause is for the benefit of PwC Individuals. Each PwC Individual involved in providing the Site and/or Application relies on the protection in clause 10 and we accept its benefit on their behalf.

11. Liability

- 11.1. **Exclusion of warranties** – The Site and/or Application and confidential information provided to you hereunder are provided “as is” and “as available”. To the extent permitted by law, no other warranties, conditions or other terms are implied into these Terms (and, if applicable, Contract). Unless mandatorily required by law, we do not warrant that the Site and/or Application will: (i) be fit for any particular purpose or your business; (ii) be non-infringing, and free of errors or defects, or operate securely, continuously or in an uninterrupted manner; or (iii) result in your compliance with laws, rules or regulations of any government or regulatory authority.
- 11.2. **Site and/or Application selection** – You accept responsibility for: (i) your selection of the Site and/or Application to achieve its intended results and acknowledge that the Site and/or Application has not been developed to meet your individual requirements; and (ii) verifying the accuracy of your input of Contents as well as information provided (including Outputs) on the Site and/or Application.
- 11.3. **No legal or tax advice** – Unless otherwise stated, all contents on the Site and/or Application and Outputs are not intended to be and do not constitute legal, accounting, tax, assurance or other professional advice. The Site and/or Application and Outputs should not be used or be treated or deemed as a replacement or substitute for consultation with professional accounting, tax, legal or other competent advisers. Accordingly, you are advised to seek relevant professional advice before taking or refraining from any action based upon any such information, materials and/or data (including Outputs).
- 11.4. **Disclaimer of Liability** – TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ALL LIABILITY TO YOU FOR ANY DAMAGES OR LOSS WHATSOEVER, WHETHER DIRECT OR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION,

LOSS OR CORRUPTION OF DATA, LOSS OF BUSINESS INFORMATION, OR ANY OTHER LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE AND/OR APPLICATION OR OUTPUTS EVEN IF PWC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 11.5. **Third Party software and technology** –The Site and/or Application may include certain (i) third-party software or technology (“**TP Software**”) and (ii) free and open source software components (“**open source software**”). Notwithstanding any other provision of these Terms or Contract, your use of the TP Software and/or open source software (if any) is governed exclusively by the terms applicable to the TP Software and/or open source software, and not these Terms or the Contract. You acknowledge that any TP Software and open source software are provided on an “as is” basis, as between us and you. Where necessary, you further confirm and undertake that you will separately and independently obtain the appropriate and relevant licensing in relation to your use of such open source software. Subject to applicable laws and to the maximum extent permitted by applicable laws, PwC shall take no obligation or responsibility for such third party software or technology (including open source software) under the Terms. When using TP Software and/or open source software adopted in the Site and/or Application, you guarantee that you will not (and will not procure or permit anyone to) use the Site and/or Application in the way which may require the distribution, making public or making available to the public of the Site and/or Application (or any part of it), either for value or for free, no matter in source or in other forms specified in the relevant software license terms, or in any other copyright form or otherwise subject to any copyleft obligations.
- 11.6. **Third Party Content** – During the use of the Site and/or Application, you may be provided with third party applications, tools, services, pictures, texts or other information (“**Third Party Contents**”). To the extent that the Site and/or Application uses any Third Party Contents, you should obey the rules of these third parties in relation to the use of these Third Party Contents. PwC is not liable or responsible for, whether jointly or not, and does not make any guarantee or warranty in respect of any Third Party Contents. Any dispute, controversy or damage coming from the use of any Third Party Contents shall be resolved between you and such third party.
12. **SEC prohibitions**
Nothing in these Terms applies to the extent that it is prohibited by the rules of the US Securities and Exchange Commission.
13. **Term and termination**
- 13.1. **Duration** – These Terms are effective as of the date you first click “I agree” or when you first access the Site and/or Application (whichever is earlier). These Terms will last till the end of the Contract, unless they are terminated earlier by this Clause.
- 13.2. **Termination for causes** – Either you or we may end these Terms immediately if: (i) the other materially breaches it; (ii) the other is or appears likely to be unable to pay its debts or becomes insolvent; or (iii) the performance of it (including the application of any fee arrangements) may breach a legal or regulatory requirement.
- 13.3. **Termination by PwC** – We may terminate these Terms immediately by giving written notice without liability to you or any other party: (i) if you violate our, or our licensors’ intellectual property rights; (ii) if you breach, or causes us to breach, any applicable terms and conditions of a third party service provider ; or (iii) upon the occurrence of any event that, in our judgment, causes or would likely to cause us or any other PwC Firms not to be independent as required under any applicable laws, rules or regulations, or any regulatory guidance, professional standards or self-regulatory organization rules or policies relating to auditor independence; or (iv) if your Contract has expired or terminated.
- 13.4. **Cessation of use** – On expiration or termination of these Terms, you and your permitted users will immediately cease accessing and using the Site and/or Application. We may disable access and use with immediate effect. Subject to any relevant laws, we may destroy or otherwise dispose of any of your Contents or data we have in our possession.

13.5. **Survival** – The provisions of these Terms which expressly or by implication are intended to survive its termination or expiry will survive and continue to bind the parties.

14. **Electronic communication**

Parties may from time to time communicate with each other electronically. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could arrive late or incomplete, be intercepted, corrupted, lost, destroyed or otherwise be adversely affected or unsafe to use. Accordingly, each party accepts the limitations of electronic communication, and will use reasonable procedures to protect its information technology systems including implementing reasonable procedures to check for the then most commonly known viruses before sending information electronically and guard against unauthorised interception, access, use, corruption, loss or delay of electronic communications.

15. **General**

15.1. **Changes to these Terms** – PwC may amend these Terms from time to time by posting the modified Terms on the Site and/or Application. Upon such posting, the new Terms will be automatically effective and binding on you. All subsequent access and use of the Site and/or Application will be subject to such amended Terms. If you do not wish to accept such amendment, you may terminate your use of the Site and/or Application. The Terms may not be otherwise amended.

15.2. **Providing Site and/or Application for others** – Provided we do not disclose your confidential information and we comply with our ethical obligations, you agree that we may provide Site and/or Application to other parties whose interests may conflict or compete with yours.

15.3. **Independence** – You and we will cooperate regarding your and our audit independence requirements. You will notify us as soon as you are permitted by law to do so of any proposed change that you believe is likely to occur (for instance in your group structure, or in relation to individuals that have significant influence over you) that could result in the relationship between you and us not being permitted under any audit independence rule or regulation. Information about when, in our opinion, the relationship may not be permitted is available from us on request. This information is solely to help you comply with this notification requirement and is not audit independence advice.

15.4. **Entire agreement** – These Terms form the entire agreement relating to the Site and/or Application. It replaces and supersedes any previous proposals, correspondence, understanding, agreements or other communications whether written or oral.

15.5. **Severability** – If any clause of these Terms, or part of any clause, is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, then the clause or part will be severed from the remainder of these Terms, which will continue to be valid and enforceable to the fullest extent permitted by law.

15.6. **Assignment** – No party may assign or deal with its rights under these Terms without the other's prior written consent. PwC may without consent assign these Terms.

15.7. **Matters beyond reasonable control** – No party will be liable to another if it fails to meet its obligations due to matters beyond their reasonable control.

15.8. **Third party rights** – Except as set out in clauses 9.2, 9.3, 9.4, and 10, the Contracts (Rights of Third Parties) Ordinance (Cap. 623) shall not under any circumstances apply to these Terms. Any rights conferred on third parties by these Terms exclude the right to assign, and their consent is not required to rescind or vary these Terms.

16. **Dispute resolution**

16.1. **Mediation** – If a dispute arises, the parties will attempt to resolve it by discussion, negotiation and mediation before commencing legal proceedings.

16.2. **Law and jurisdiction** - Hong Kong law will govern these Terms. The Hong Kong courts will have exclusive jurisdiction over any dispute, whether contractual or non-contractual.

17. **Interpretation**

In these Terms the following words and expressions have the meanings given to them below:

“access codes” – The access credentials (such as usernames and passwords) we give you which allow you and your permitted users to access and use the Site and/Application.

“Application” – the PwC application you are accessing, and (where applicable) the relevant applications through which the Site is accessed. It also includes all underlying or related software, programmes, platforms, materials, information and document.

“other PwC firms” – other PricewaterhouseCoopers entities (each of which is a separate and independent legal entity) within the worldwide network of PricewaterhouseCoopers firms and entities, including PwC’s licensor.

“Outputs” – (where the Site and/or Application allows) any reports, documents, or other materials generated by you using the Site and/or Application, but exclusive of PwC Materials.

“permitted users” – Your employees, officers or directors who may access and use the Site and/or Application as set out in the Contract, unless otherwise agreed by us in writing.

“PwC” or **“we”** or **“us”** or **“our”** – PricewaterhouseCoopers Limited, incorporated in Hong Kong

“Site” – this website, and all underlying or related software, programmes, platforms, materials, information and document.