

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

## **Contractual Relationship**

These Terms of Use (“Terms”) govern the access or use by you, an individual, from within any country in the world of applications, websites, content, products, and services (the “Services”) made available by ReCube Limited, a private company established in Hong Kong (“The Company”/ “We”).

Your access and use of the Services constitute your agreement to be bound by these Terms, which establishes a contractual relationship between you and The Company. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. The Company may immediately terminate these Terms or any Services with respect to you, or generally, cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

The Company may amend the Terms related to the Services from time to time. Amendments will be effective upon The Company’s posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in The Company’s Privacy Policy. The Company may provide to a claims processor or an insurer any necessary information (including your contact information) if there is a complaint, dispute or conflict, which may include an accident, involving you and a third party and such information or data is necessary to resolve the complaint, dispute or conflict.

## **Definitions**

1.       Users: Refers to people who purchase products (such as food or drinks) and related services, and use the ReCube Reusable Tableware Rental Service in order to purchase the products
2.       Partner Restaurants: Refers to the providers of products (such as food and drinks) and related services to users, such as restaurants, snack bars, cafeterias, university canteens, supermarkets, and provides the ReCube Reusable Tableware Rental Service managed by The Company to Users for Users to purchase the products.
3.       Partner Restaurants Application: Refers to the mobile application or website used by partner restaurants to use or access the ReCube Reusable Tableware Rental Service. It enables users to borrow or return ReCube Reusable Tableware.
4.       ReCube (Users) Application: Refers to the mobile application or website used by Users to use or access the ReCube Reusable Tableware Rental Service. Users use the mobile application or website to borrow or return ReCube Reusable Tableware from Partner Restaurants.
5.       ReCube Reusable Tableware Rental Service: Includes the various products and services provided by ReCube that enable Users and Partner Restaurants to borrow or return ReCube Reusable Tableware. This includes, but is not limited to, the Partner Restaurant Application, the ReCube (Users) Application, and ReCube Reusable Tableware, etc.
6.       ReCube Reusable Tableware: Refers to the reusable tableware provided by The Company for the ReCube Reusable Tableware Rental Service, including but not limited to bowls, cups, food containers, and utensils (such as knives, forks, and chopsticks, etc.). The ReCube reusable tableware is recognizable by appropriate branding and contains a unique QR code for identification purposes.

## **The Services**

The ReCube Reusable Tableware Rental Service provided by The Company includes the ReCube (Users) Application. Users can utilize the ReCube (User) Application, including the web service of the ReCube Reusable Tableware Rental Software, to rent ReCube Reusable Tableware. Unless otherwise agreed upon in writing by The Company, this service is intended for personal use only and not for commercial purposes.

### **1. License**

Subject to your compliance with these Terms, The Company grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to: (i) access and use the Applications on your personal device solely about your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, non-commercial use. Any rights not expressly granted herein are reserved by The Company and The Company's licensors.

### **2. Restrictions**

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by The Company; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorised access to or impair any aspect of the Services or its related systems or networks.

### **3. Provision of the Services**

You acknowledge that portions of the Services may be made available under The Company's various brands or request options associated with reusable tableware.

### **4. Third Party Services**

The Services may be made available or accessed in connection with third party services and content (including advertising) that The Company does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. The Company does not endorse such third party services and content and in no event shall The Company be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google, Inc., and/or their applicable international

subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the Services using Applications developed for Apple iOS, Android mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

## **5. Ownership**

The Services and all rights therein are and shall remain The Company's property or the property of The Company's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner The Company's company names, logos, product and service names, trademarks or services marks or those of The Company's licensors.

## **6. Washing and food quality**

The Company is not responsible for the washing, cleanliness or hygiene of the ReCube Reusable Tableware. Our Partner Restaurants are responsible for cleaning the ReCube Reusable Tableware and making them available to their customers in accordance with the local laws applicable to them. You agree that you shall hold The Company harmless in respect of issues with the hygiene of the ReCube Reusable Tableware.

The Company is also not responsible for any issues in relation to the drinks, food or service provided at our Partner Restaurants location. You agree that you shall hold The Company harmless in respect of such issues.

## **7. Completeness of ReCube Reusable Tableware**

A ReCube Reusable Tableware consists of a base container and its lid. You must always borrow a full ReCube Reusable Tableware. If you borrow an incomplete ReCube Reusable Tableware (for example without the lid), and accordingly return an incomplete product, The Company may have to charge you a fee.

The Company and its Partner Restaurants are responsible for lending out ReCube Reusable Tableware. But it does not mean that the Company has the obligation to ensure that all available ReCube Reusable Tablewares are complete and in a trouble-free condition at any time. The user should confirm the integrity of the components before using a ReCube Reusable Tableware.

If a User finds that the ReCube Reusable Tableware is broken or incomplete, he/ she shall cancel the rental or stop using, and notify The Company about the problem. If you fail to notify us, The Company may deem that you caused the damage during the period of your

rental, and you will be liable to compensate The Company. If the user disregards the broken or incomplete ReCube Reusable Tableware and continues to use it, the user should take responsibility for the behaviour.

## **Your Use of the Services**

### **1. User Accounts**

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account (“Account”). A profile page shall be provided for you to update your personal information, such as your name, email, mobile phone number and your social media accounts. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information may result in your inability to access and use the Services or The Company’s termination of these Terms with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by The Company in writing, you may only possess one Account.

### **2. User Requirements and Conduct**

You may not authorise third parties to use your Account. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes. You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to any other party. In certain instances, you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

You shall not: (i) submit, upload or publish any defamatory, libellous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive content, (ii) without the prior consent of The Company, publish any commercial or non-commercial advertisements, (iii) infringe any other party’s lawful rights, including without limitation intellectual property rights.

### **3. Promotional Codes**

The Company may, in The Company’s sole discretion, create promotional codes that may be redeemed for Account Credit, or other features or benefits related to the Services, subject to any additional terms that The Company establishes on a per promotional code basis (“Promo Codes”). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or

otherwise), unless expressly permitted by The Company; (iii) may be disabled by The Company at any time for any reason without liability to The Company; (iv) may only be used pursuant to the specific terms that The Company establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. The Company reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that The Company determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

#### **4. Network Access and Devices**

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. The Company does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

### **How the system works**

Users can borrow ReCube Reusable Tablewares from Partner Restaurants free of charge under certain circumstances. When borrowing ReCube reusable tableware, users are required to follow the instructions provided in the ReCube (User) Application to complete the borrowing process. You agree to follow all instructions on the ReCube (User) Application for returning the ReCube reusable tableware. Failure to do so will result in our system not recording the return of the reusable tableware. In such cases, The Company may consider that you have failed to return the ReCube Reusable Tableware (or any part of it) before the deadline, and The Company may charge you accordingly.

#### **1. Payment**

You understand that use of the Services may result in charges to you for the services you receive ("Charges"). After you have received services obtained through your use of the Service, The Company will facilitate your payment of the applicable Charges. Charges will be inclusive of applicable taxes where required by law.

Before you start using the service, you will need to provide credit card or other payment details. If The Company does not receive payment authorisation or it is subsequently

cancelled, or the payment information is subsequently become invalid, The Company may immediately terminate or suspend your access to the Service. You are responsible for paying any foreign transaction fees charged by banks or credit card issuers relating to the membership fee payment. The expiry date for your account credit shall be determined by The Company's policy. The Company may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you.

When making a payment, you can choose the payment services provided by third-party payment service providers that partner with ReCube, such as Stripe, Apple Pay, and other payment services. The payment process itself does not collect your personal information. However, The Company may need to share your payment records and account information with these payment service providers to confirm the completion of your payment instructions.

Any and all fees receivable or payable may be settled via deducting a corresponding ReCube Wallet Credit ("Credit(s)") from your account wallet in the ReCube (User) Application. Where applicable, the manner and the scale of deduction of Credits and relevant administrative fees (if any) will be posted on the ReCube (User) Application and will become effective immediately upon disclosure to you. Your continued access or use of the ReCube (User) Application after such notice constitutes your consent to be bound by the scale of deduction of Credit and administrative fees (if any), as amended at our sole discretion from time to time. You may purchase, top-up, exchange or redeem Credit by any means as instructed by us from time to time. For the avoidance of doubt, (i) the Credits are non-transferable; (ii) any money used to purchase Credits is not refundable in any event. Credits cannot be exchanged for cash; and (iii) unless expressly forbidden by Relevant Laws, the Credits are subject to expiration of the time period as posted on our ReCube (User) Application from the date of purchase, top-up, exchange, or redeem.

## **2. Rental Period and Fee**

Currently, unless otherwise communicated with the users at the beginning of the corresponding rental process, the free rental period for using the ReCube Reusable Tableware rental service is seven (7) days. The rental period starts with the time of the borrowing process shortly before the physical receipt of the ReCube Reusable Tableware by the User (in most cases, it is the time of scanning the QR code on the ReCube Reusable Tableware by the User/Staff of Partner Restaurants). The return deadline is seven (7) days after the start of the rental period. Users can view the actual return deadline for each rented ReCube reusable tableware within the ReCube (User) Application. In any case, users are responsible for returning the ReCube reusable tableware they hold before the return deadline. ReCube reserves the right to adjust the length of the free rental period in the future. Before the adjustment takes effect, all users will be notified of such adjustments and the effective date of the changes at least by email.

If the user is unable to return the ReCube reusable tableware before the return deadline, they have the option to pay for a seven (7) day extension of the return deadline. Unless otherwise communicated at the beginning of the corresponding rental process, the extension fee is 5 HKD. ReCube reserves the right to adjust this fee in the future. Before the adjustment takes effect, all users will be notified of such adjustments and the effective date of the changes at least by email.

If the Users fail to return ReCube Reusable Tableware before the return deadline or return the reusable tableware in poor condition, ReCube will charge the user a fee. Unless otherwise notified, the fee for each lost, incomplete, or late returned ReCube Reusable Tableware is HKD 80. This amount will be automatically charged through the payment method stored in the user's account immediately after the return deadline. ReCube reserves the right to adjust this fee in the future. Before the adjustment takes effect, all users will be notified of such adjustments and the effective date of the changes at least by email.

Deferred Settlement: Where applicable, The Company may allow any or all fees receivable or payable to be settled within a time limit (as determined by us at our sole discretion from time to time). The Company shall issue to you invoice(s) regarding the aggregated amount of fees payable by you during the relevant time period together with administrative fees (as applicable). You understand and agree to make full payment of the relevant fees no later than the specified payment due date as shown on our invoice(s). You further understand and agree that in the event of late or default settlement of invoice(s), The Company shall be entitled to: (i) charge you interest and recover from you all relevant costs incurred regarding any such late or default settlement of invoice(s); and (ii) terminate or suspend your relevant account.

## **Restrictions and other Terms and Conditions of ReCube Reusable Tableware Use**

### **1. Acknowledgements of Agreements**

As a condition precedent to the Company's agreement to allow User to use the ReCube Reusable Tableware Rental Service and to rent ReCube Reusable Tableware, User acknowledges and agrees as follows:

1.1. The user is solely responsible for using ReCube Reusable Tablewares in a careful and reasonably competent manner.

1.2. All ReCube reusable tablewares are and shall remain the exclusive property of the Company at all times.

1.3. The Company is not obligated to provide insurance of any kind related to User or User's use of the ReCube reusable tableware, and in the event that the Company, at its option,



carries insurance, Users shall remain liable for any liability, property damage, personal injury, injury to others, damages, penalties, fines, losses, and/ or expenses of any kind whatsoever.

1.4. If Users cause damage to property or injury to another party while using or in possession of the ReCube Reusable Tablewares, User is solely liable for such damage or injury.

1.5. Users shall return the ReCube Reusable Tablewares to the Company in the same condition as when received.

1.6. Users are liable for any and all damages resulting from improper use or abuse of the ReCube Reusable Tablewares and the cost of such damages.

1.7. The Company provides ReCube Reusable Tablewares as a convenience, and such rental availability is intended to be used only by those persons who have agreed to all terms and conditions of this Agreement.

## **2. Requirements**

As a condition precedent to the Company's agreement to allow User to use ReCube Reusable Tableware Rental Service and to rent a ReCube Reusable Tableware, User shall do the following during any use of a ReCube reusable tableware ("Use Requirements"):

2.1. Carefully inspect the ReCube Reusable Tableware that User wishes to rent prior to use to ensure the ReCube Reusable Tableware is in good condition,

2.2. Promptly notify the Company of any defect, malfunction or needed repair to ReCube Reusable Tableware

2.3. Contact the Company and local Police immediately in the event of theft of the ReCube reusable tableware or an accident that occurred during Users' use of the ReCube reusable tableware resulting in any bodily injury.

## **3. Dispute Resolution**

Users agrees that The Company, as its sole discretion, may submit any disputes whatsoever arising out of, resulting from, and / or relating to this Agreement, User's use of The Company's Equipment, including, without limitation, ReCube reusable tablewares, and/ or The Company website, to courts in the local jurisdiction. And this Agreement shall be governed by the laws of the local jurisdiction without regard to conflicts of law provisions.

## **4. Indemnification**

User shall indemnify, defend and hold harmless The Company for, from and against any and all Claims related to or arising out of This Agreement, including, but not limited to User's

breach of any representation, warranties or covenants set forth in This Agreement, and the rental, maintenance, design, use or operation of the ReCube Reusable Tableware, and/or The Company website, even where caused in whole or in part by The Company's negligence, and / or the negligence of others, whether presently known or unknown. At The Company's option, User will assume control of the defence and settlement of any Claim subject to indemnification by User (provided that, in such event, The Company may at any time elect to take over control of the defence and settlement of any such Claim). In no event may Users settle any Claim without The Company's prior written consent.

## **5. Assignment**

The Company may assign its rights and duties under This Agreement to any party(ies) at any time without notice to Users.

## **6. No Waiver**

The Company's failure to insist upon or enforce strict performance of any provision of This Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any part of This Agreement. No waiver by The Company shall be construed as a waiver of any proceeding or succeeding breach of any provision in This Agreement.

## **7. Termination of Agreement**

The Company may terminate This Agreement at any time, without cause, legal process, or notice to the User and User's use of the System is 'at the will' of The Company. User waives all claims, causes actions, expenses, and/ or damages connected and/ or related to any such termination. Users shall not be entitled to a refund of any amount paid for unused rental periods if this Agreement is terminated for cause. User may terminate User's rental plan at any time; provided, however, that no refund will be provided by The Company for time already used by User.

## **8. Survival**

All provisions of This Agreement relating to limitation and exclusion of liability, waivers, assumption of risk, warranties and indemnification obligations shall survive the termination of This Agreement, and all amounts unpaid at the time of termination or expiration of This Agreement shall remain due and payable.

## **9. Personal Data Protection**

You agree and consent to The Company using and processing your Personal Data for the Purposes and in the manner as identified hereunder.

For the purposes of This Agreement, 'Personal Data' means information about you, from which you are identifiable, including but not limited to your name, identification card number, birth certificate number, passport number, nationality, address, telephone number, credit or debit card details, race, gender, interests, date of birth, email address, any information about you which you have provided to The Company in registration forms, application forms or any other similar forms and/or any information about you that has been or may be collected, stored, used and processed by The Company from time to time and includes sensitive personal data such as data relating to health, religious or other similar beliefs.

The provision of your Personal Data is voluntary. However, if you do not provide The Company your Personal Data, your request for the Application may be incomplete and The Company will not be able to process your Personal Data for the Purposes outlined below and may cause The Company to be unable to allow you to use the Service.

The Company may use and process your Personal Data for business and activities of The Company which shall include, without limitation the following (the 'Purpose'):

- 9.1. To perform The Company's obligations in respect of any contract entered with you;
- 9.2. To provide you with any services pursuant to the Terms of Use herein;
- 9.3. To process your participation in any events, promotions, activities, focus groups, research studies, contests, promotions, polls, surveys or any productions and to communicate with you regarding your attendance thereto;
- 9.4. Process, manage or verify your application for the Service pursuant to the Terms of Use herein;
- 9.5. To validate and/ or process payments pursuant to the Terms of Use herein;
- 9.6. To develop, enhance and provide what is required pursuant to the Terms of Use herein to meet your needs;
- 9.7. To process any refunds, rebates, and or charges pursuant to the Terms of Use herein;
- 9.8. To facilitate or enable any checks as may be required pursuant to the Terms of Use herein;
- 9.9. To respond to questions, comments, and feedback from you;
- 9.10. To communicate with you for any of purposes listed herein;
- 9.11. For internal administrative purposes, such as auditing, data analysis, database records;

- 9.12. For purposes of detection, prevention and prosecution of crime;
- 9.13. For The Company to comply with its obligations under law;
- 9.14. To send you alerts, newsletters updates, mailers, promotional materials, special privileges, festive greetings from The Company, its Partner Restaurants, advertisers and/ or sponsors;
- 9.15. To notify and invite you to events or activities organised by The Company, its Partner Restaurants, advertisers, and/ or sponsors; and/or
- 9.16. To share your Personal Data amongst the companies within the Company's group of companies comprising the subsidiaries, associate companies and/ or jointly controlled entities of the holding company of the group (the 'Group') and with The Company's and Group's agents, third party providers, developers, advertisers, Partner Restaurants, event companies or sponsors who may communicate with you for any reasons whatsoever.

If you do not consent to The Company processing your Personal Data for any of the Purposes, please notify The Company using the support details as provided in the Application.

If any of the Personal Data that you have provided to us changes, for example, if you change your e-mail address, telephone number, payment details or if you wish to cancel your account, please update your details by sending your request to the support contact details as provided in the Application.

By submitting your information to The Company, you consent to the use of that information as set out in the form of submission and in the Terms of Use.

### **Third Party Interactions**

During use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party providers, advertisers or sponsors showing their goods and/or services through the Service, the Software and/or the Application. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. The Company and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between you and any such third-party. The Group does not endorse any applications or sites on the Internet that are linked through the Service, the Application and/or the Software, and in no event, shall the Company, its licensors or the Group be responsible for any content, products, services or other materials on or available from such sites or third party providers. The Company provides the Service to you pursuant to the Terms of Use. You recognise, however, that certain third party providers of

transportation, goods and/or services may require your agreement to additional or different Terms of Use prior to your use of or access to such goods or services, and the Company is not a party to and disclaims any and all responsibility and/or liability arising from such agreements between you and the third party providers.

The Company may rely on third party advertising and marketing supplied through the Service and other mechanisms to subsidise the Service and/or to earn additional revenue. By agreeing to the Terms of Use you agree to receive such advertising and marketing. If you do not want to receive such advertising, you should notify us in writing or in accordance with the procedure determined by the Company. The Company reserves the right to charge you a higher fee for or deny you use of the Service should you choose not to receive these advertising services. This higher fee, if applicable, will be posted on the Company's website. You agree and allow the Company to compile and release information regarding you and your use of the Service on an anonymous basis as part of a customer profile or similar report or analysis. You agree that it is your responsibility to take all precautions in all actions and interactions with any third party transportation provider, other third party providers, advertisers and/or sponsors you interact with through the Service and/or advertising or marketing material supplied through the Service.

### **Customer Support**

If you encounter any problem using the ReCube Reusable Tableware, you can report it with the APP by clicking customer services. The Company encourages you to submit your comment. Moreover, you can contact us by email at [info@re3.world](mailto:info@re3.world).

### **Disclaimers; Limitation of Liability; Indemnity**

#### **1. DISCLAIMER**

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH,

REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

## 2. LIMITATION OF LIABILITY

THE COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EXCEPT THOSE RESULTING SOLELY FROM THE FAULTS OF THE COMPANY. THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND THE COMPANY'S REASONABLE CONTROL.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

## 3. INDEMNITY

YOU AGREE TO INDEMNIFY AND HOLD THE COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR IN CONNECTION WITH: (I) YOUR USE OF THE SERVICES OR SERVICES OR GOODS OBTAINED THROUGH YOUR USE OF THE SERVICES; (II) YOUR BREACH OR VIOLATION OF ANY OF THESE TERMS; (III) YOUR VIOLATION OF THE RIGHTS OF ANY THIRD PARTY, INCLUDING INJURERS IN ACCIDENTS.

## GOVERNING LAW; ARBITRATION

EXCEPT AS OTHERWISE SET FORTH IN THESE TERMS, THESE TERMS SHALL BE EXCLUSIVELY GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE LOCAL JURISDICTION.

## **Other Provisions**

### **1. Notice**

The Company may give notice by means of a general notice on the Services, or by text (SMS) messages. You may give notice to The Company by writing email to [info@re3.world](mailto:info@re3.world).

### **2. General**

You may not assign or transfer these Terms in whole or in part without The Company's prior written approval. You give your approval to The Company for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of The Company's equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you and The Company as a result of the contract between you and The Company or use of the Services.

If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms. These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In these Terms, the words "including" and "include" mean "including, but not limited to."

In case of any disputes or inconsistencies in the terms, the Chinese version shall prevail.

Last Update: 01 December 2023