

TERMS OF USE

1. Introduction

This website is operated by Ecom Center Limited. The terms “we”, “us”, and “our” refer to Ecom Center Limited. The use of our website is subject to the following terms and conditions of use, as amended from time to time (the “Terms”). The Terms are to be read together by you with any terms, conditions or disclaimers provided in the pages of our website. Please review the Terms carefully.

The Terms apply to all users of our website, including without limitation, users who are browsers, customers, merchants, vendors and/or contributors of content. If you access and use our website, you accept and agree to be bound by and comply with the Terms and our Privacy Policy. If you do not agree to the Terms or our Privacy Policy, you are not authorized to access our website, use any of our website’s services or place an order on our website.

2. Information About Us

Ecom Center Limited is a legal entity registered in Hong Kong with registration number 2445412 whose registered office is located at Room 9, 1/F, Kam Fai Building, 128-132 Yee Kuk Street, Sham Shui Po, KL, Hong Kong.

You agree to these Terms of use by registering, accessing, or using this website and our services. If you do not agree, you should stop accessing the site or obtain services immediately and refrain from further access and use them.

Our services:

We provide you with software and a service:

- money remittance and foreign exchange services,
- to process your online credit and debit card payments,
- to obtain and send payments through alternative payment methods,
- to fight fraud with help of our anti-fraud solution.

We will provide you with application programming interfaces, SDKs and other technologies (the “APIs”) to enable you to access and implement our services.

WE ARE THE AUTHORISED OPERATING MONEY SERVICE, NOT A BANK, THEREFORE, FUNDS ON THE CLIENT’S PAYMENT ACCOUNT SHALL NOT BE DEEMED TO BE A DEPOSIT. FUNDS ON THE CLIENT’S PAYMENT ACCOUNT MAY BE USED ONLY FOR THE EXECUTION OF PAYMENT TRANSACTIONS.

3. Use of our Website

Our website and all its contents and functions that are available to you are provided “as is” and “as available” for your personal use and information only. Subject to your acceptance of and compliance with these Terms of use, we provide you with personal, non-commercial, revocable, on the previously agreed territories, non-exclusive, non-sublicensable and non-assignable right to use the website and its contents only for your personal purposes and always in full accordance with the Terms of use and the applicable laws.

You agree to use our website for legitimate purposes and not for any illegal or unauthorized purpose, including without limitation, in violation of any

intellectual property or privacy law. By agreeing to the Terms, you represent and warrant that you are at least the age of majority in your country of residence and are legally capable of entering into a binding contract. You agree to not use our website to conduct any activity that would constitute a civil or criminal offence or violate any law. You agree not to attempt to interfere with our website’s network or security features or to gain unauthorized access to our systems. You agree to provide us with accurate personal information, such as your email address, mailing address and other contact details in order to complete your order or contact you as needed. You agree to promptly update your information when it is needed. You authorize us to collect and use this information to contact you in accordance with our Privacy Policy.

You consent that:

- You are not allowed to use, allow to use or assist other persons to use the website or any of its contents for any purpose other than obtaining of our services unless we give you prior written consent.
- Misuse of the website and its content which are contradictory to our Terms of use and/or applicable laws will be regarded as a violation of these Terms of use.
- You will not use, copy, modify, adapt, distribute, transmit, translate, display or otherwise exploit the website without the prior written consent of us.
- You shall not remove, obscure, or alter any copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the website.

We reserve the right to refuse service to anyone, at any time, for any reason. We reserve the right to make any modifications to the website, including terminating, changing, suspending or discontinuing any aspect of the website at any time, without notice. We may impose additional rules or limits on the use of our website. You agree to review the Terms regularly and your continued access or use of our website will mean that you agree to any changes.

You agree that we will not be liable to you or any third party for any modification, suspension or discontinuance of our website or for any service, content, feature or product offered through our website.

4. Information on the Website

The information provided on this website is for informational purposes only and does not create a business or professional services relationship between you and us.

You understand and agree that your access to and use of the website and its contents are entirely at your sole discretion and at your own risk and that you will be solely responsible for any losses and damages that may result from such access and use.

5. Links to Third-Party Websites

Links from or to websites outside our website are meant for convenience only. We do not review, endorse, approve or control, and are not responsible for any sites linked from or to our website, the content of those

sites, the third parties named therein, or their products and services. Linking to any other site is at your sole risk and we will not be responsible or liable for any damages in connection with linking. Links to downloadable software sites are for convenience only and we are not responsible or liable for any difficulties or consequences associated with downloading the software. Use of any downloaded software is governed by the terms of the license agreement, if any, which accompanies or is provided with the software.

6. Your Personal Information

Please see our Privacy Policy and Cookie Policy to learn about how we collect, use, and share your personal information and what files are stored on your device.

7. Data Protection

We warrant and represent that we have implemented the technical and organisational security measures and technological development to ensure an appropriate level of security of your data. We will notify you of any personal data breaches (including any unauthorized or accidental access) without undue delay after becoming aware of a personal data breach. You shall ensure the security of data you transfer to us. We immediately inform you if, in our opinion, you infringe the General Data Protection Regulation (GDPR) provisions. You assume full liability for failures to meet the GDPR in cases when it envisaged by these Terms of Use or GDPR.

8. Errors and Omissions

Please note that our website may contain typographical errors or inaccuracies and may not be complete or current. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time, without prior notice (including after an order has been submitted). Such errors, inaccuracies or omissions may relate to product description, pricing, promotion and availability and we reserve the right to cancel or refuse any order placed based on incorrect pricing or availability information, to the extent permitted by applicable law.

We do not undertake to update, modify or clarify information on our website, except as required by law.

9. Intellectual Property Rights

By "Intellectual property rights" we mean any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, whether or not registered or capable of registration, and whether subsisting in any specific country (-ies) or any other part of the world, and any and all other proprietary rights as may be updated and expanded periodically.

You hereby acknowledge and agree that all information, content and material contained on the website and API's are exclusively the ownership of Ecom Center. Limited, our affiliates, partners, suppliers or licensors who are protected by intellectual property laws and/or international treaty provisions. You acknowledge that, under no circumstances, will you acquire any title or interest to any part of our website or its contents. You may not reproduce, store, share, distribute or use any of the information, content and material contained on the website, either in whole or in part, without our and the respective owner's prior written consent.

You acknowledge that we own or are licensed to use all rights, titles and interests in and to our website and contents including, without limitation, all intellectual property rights therein and thereto.

10. Trademarks

The name and logos of Ecom Center Limited are our trademarks and our affiliates and subsidiaries. Other marks, graphics, icons, names and logos used or displayed on or through the website, and the described or offered products or services are trademarks, trade dress and/or service marks of Ecom Center Limited and our affiliates and subsidiaries or otherwise are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Ecom Center Limited.

You must not copy or use any of the abovementioned trademarks, trade dress and/or service marks, in whole or in part, without our and the respective owner's prior written consent.

You must not use any meta-tags or any other "hidden text" utilizing any of the abovementioned trademarks, trade dress and/or service marks without the prior written permission of Ecom Center Limited or the respective owner.

11. Disclaimer

You assume all responsibility and risk with respect to your use of our website, which is provided "as is" and "as available" without warranties, representations or conditions of any kind, either express or implied, with regard to information accessed from or via our website, including without limitation, all content and materials, and functions and services provided on our website, all of which are provided without warranty of any kind, including but not limited to warranties concerning the availability, accuracy, completeness or usefulness of content or information, uninterrupted access, and any warranties of title, non-infringement, merchantability or fitness for a particular purpose. We do not warrant that our website or its functioning or the content and material of the services made available thereby will be timely, secure, uninterrupted or error-free, that defects will be corrected, or that our websites or the servers that make our website available are free of viruses or other harmful components.

The use of our website is at your sole risk and you assume full responsibility for any costs associated with your use of our website. We will not be liable for any damages of any kind related to the use of our website. In no event will we, or our affiliates, our or their respective content or service providers, or any of our or their respective directors, officers, agents, contractors, suppliers or employees be liable to you for any direct, indirect, special, incidental, consequential, exemplary or punitive damages, losses or causes of action, or lost revenue, lost profits, lost business or sales, or any other type of damage, whether based in contract or tort (including negligence), strict liability or otherwise, arising from your use of, or the inability to use, or the performance of, our website or the content or material or functionality through our website, even if we are advised of the possibility of such damages.

Certain jurisdictions do not allow limitation of liability or the exclusion or limitation of certain damages. In such jurisdictions, some or all of the above disclaimers, exclusions, or limitations, may not apply to you and our liability will be limited to the maximum extent permitted by law.

12. Indemnification

You agree to defend and indemnify us, and hold us and our affiliates harmless, and our and their respective directors, officers, agents, contractors, and employees against any losses, liabilities, claims, expenses (including legal fees) in any way arising from, related

to or in connection with your use of our website, your violation of the Terms, or the posting or transmission of any materials on or through the website by you, including but not limited to, any third party claim that any information or materials provided by you infringe upon any third party proprietary rights.

13. Suspension of Services

We may without prior notice temporarily suspend or terminate our services in the event:

- your activity or your user's activity is likely to harm the operation of our website;
- you do not pay to us or pay with a delay for providing the services;
- you violate your obligations or warranties under these Terms of use;
- you stop use our services.

14. Limitation of Liability

In no event shall we be liable for any indirect, incidental, consequential, special, exemplary, punitive, or other damages whatsoever (including those resulting from lost profits, lost data, or business interruption) arising out of or relating in any way to the Services, or any related content or information (including as contained within the website), whether based on warranty, contract, tort, or any other legal theory and whether or not advised of the possibility of such damages. Your sole remedy is to stop using the services.

While we take steps to check that our website is free from viruses and other malicious content, we do not assume any responsibility, nor shall we be liable for any damage to, or viruses that may infect, computers or mobile devices or other property on account of access to or use of the services. We do not warrant that any content will be free of viruses. You are responsible for implementing procedures sufficient to satisfy your needs for data backup and security. You assume and are solely responsible for all risk in any way related to your use of the services. You will not use the website, APIs to introduce trojans, viruses, worms, logic bombs or any other material that may harm the website or its technology. You must not use unauthorized access to the website or to the server where the website is stored or any other server, database or computer connected to the website. You must not implement any attacks on the website using denial-of-service attack or a distributed denial-of service attack.

15. Language

Communication between us and you shall be conducted in English, unless the Parties agree on any additional languages for communication. We may provide support to you in various other languages.

16. Amendments

Any amendments made to the terms applicable to the services can be made at any time by the means of publishing a revised edition on the website. You will be notified of any substantial changes. The revised version will be in effect immediately and be noted by updated date to the end of these Terms of Use. You are entitled to terminate the agreement with us if you do not agree on any changes. By continuing using our services, you accept the changes.

17. Governing Law

The construction, validity and performance of these Terms of Use and any claim or dispute arising out of

them shall be governed in all respects by the laws of Hong Kong. The competent courts in Hong Kong shall have exclusive jurisdiction in any legal matter arising from or related to the website and these Terms of Use. However, this shall not prevent us from bringing any action in the court of any other jurisdiction for injunctive or similar relief.

18. Miscellaneous

NO WAIVER. Failure or delay by us to exercise any right, power or remedy under these Terms of Use or to require or enforce strict performance by you of any provision of these Terms of Use, the Privacy Policy and any supplemental or incorporated documents or policies shall not be regarded as a waiver or relinquishment of any such right, power or remedy.

SEVERABILITY. All the provisions of these Terms of Use Agreement are distinct and severable. If any court or other authority of competent jurisdiction finds any provision or part of any provision of these Terms of Use, to be invalid, unenforceable or illegal, this shall not impair the operation of these Terms of Use or affect the other provisions, which are valid.

FORCE MAJEURE. Neither party will be liable under these Terms of Use for non-performance caused by events or conditions beyond that party's control if the party makes reasonable efforts to perform.

ASSIGNMENT. You may not novate, assign, transfer or sub-contract any rights or obligations under these Terms of Use, or any part thereof, without our prior written permission.

HEADINGS. Any headings and titles herein are for convenience only.

19. Contact Details

If you have any further questions, please feel free to contact us - sale_group@pay.center

Last updated: 10 December 2023