



Terms of Service

Last updated on 1 November 2022

BY ACCESSING, USING, OR DOWNLOADING ANY MATERIALS FROM OUR SITE, YOU AGREE TO FOLLOW AND BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORISED AND MUST CEASE USING OUR SITE IMMEDIATELY.

PLEASE REVIEW THIS WEBSITE ON A REGULAR BASIS TO OBTAIN TIMELY NOTICE OF ANY REVISIONS. IF YOU CONTINUE TO USE THE SITE OR THE SERRY SERVICES AFTER THE REVISIONS TAKE EFFECT, YOU AGREE TO BE BOUND BY THE REVISED TERMS.

These terms of service ("**Terms**") govern access to and use of Serry Limited's ("**Serry**", "**we**", "**our**", "**us**") websites, content, products and services (collectively, "**Site**") by individuals or entities who are any of the following (collectively, "**you**" or "**your**"):

- general website visitors to serry.io and/or other URLs owned and operated by Serry (each a "**Visitor**");
- subscribers or licensees to one or more of our products or services ("**Services**") (each, a "**Customer**"); and
- users of our Services, including authorised users of Customer accounts and other end users of Serry Services (each, a "**User**").

Serry Limited (CR 3205804) is a company registered in Hong Kong with its registered office at 21/F, Kam Fung Commercial Building, 2-4 Tin Lok Lane, Wanchai, Hong Kong.

By using our Site, you accept these Terms (whether on behalf of yourself or a legal entity you represent).

1. Updates and Communications

- 1.1. **Updates.** We may revise these Terms from time to time in our sole discretion, including to reflect changes in applicable law. We will post the revised terms on our Site with a "last updated" date. You agree that we shall not be liable to you or to any third party for any revision to the Terms.
- 1.2. **Communications.** You agree to receive all communications and notices that we provide in connection with our Site and Services such as marketing and promotional messages related to us or our Services and information related to your purchase of or subscription to the Serry Services ("**Communications**"), via electronic means, including by e-mail, text, in-product notifications, push notifications or by making them available through the Site. You agree, to the extent you are a Customer, to keep your Account contact information current.

2. Ownership

- 2.1. **Intellectual Property.** The Site contains materials that are proprietary and are protected by copyright, trademarks, service marks, patents, and other intellectual property laws and treaties.
 - 2.1.1. You agree to abide by all applicable copyright and other intellectual property laws, as well as any additional proprietary rights notices or restrictions contained on the Site. You acknowledge that the Site contains valuable intellectual property of Serry and its licensors. All present and future rights in and to any and all intellectual property or other proprietary rights of any type, including without limitation information, any improvements, design contributions, or derivative works thereto, and any knowledge or process related thereto, including rights in and to all applications and registrations relating to such intellectual property, shall, as between you and Serry, at all times be and remain the sole and exclusive property of Serry and its licensors. Any rights not expressly granted in these Terms or otherwise in writing between you and Serry, are reserved by Serry, and any unauthorised use of any intellectual property regarding the Site is strictly prohibited.
 - 2.1.2. The trademarks, logos, taglines, and service marks displayed on the Site (collectively, "**Trademarks**") are registered and/or unregistered Trademarks of Serry and its licensors. The Trademarks may not be used in any advertising or publicity, or otherwise to indicate Serry's sponsorship of or affiliation with any product, service, event, or organisation without Serry's prior express written permission.
- 2.2. **License Restrictions.** Information, including software that may be available for downloading through the Site or third-party websites or applications ("**Software**") is the copyrighted work of Serry, its licensors, and/or such other respective third-party providers. Use of the Software is governed by these Terms and such license and/or other terms as may be required directly of you by the third-party providers. Unauthorised reproduction or distribution of the Software is expressly prohibited by law.
- 2.3. **Submissions of User Content.**
 - 2.3.1. **Submissions.** The Site may enable you to submit, post, upload, or otherwise make available (collectively, "**Post**") content such as questions, public messages, ideas, product feedback, comments, and other content (collectively, "**User Content**") that may or may not be viewable by other users. If you Post User Content, unless we indicate otherwise, you grant us a nonexclusive, royalty-free, and fully sublicensable right to access, view, use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, copy, and

display such User Content throughout the world in any form, media, or technology now known or hereafter developed. You also permit any other user to view, copy, access, store, or reproduce such User Content for that user's personal use. You grant us the right to use the name and other information about you that you submit in connection with such User Content. You represent and warrant that: (a) you own or otherwise control all of the rights to the User Content that you Post; (b) the User Content you Post is truthful and accurate; and (c) use of the User Content you Post does not violate these Terms or any applicable laws. For the avoidance of doubt, User Content does not include any document or other data a Customer or User uploads for processing by any Serry Service account environment.

- 2.3.2. **Screening & Removal.** You acknowledge and agree that we may or may not, at our discretion, pre-screen User Content before its appearance on the Site, but that we have no obligation to do so. You further acknowledge and agree that we reserve the right (but do not assume any obligation) in our sole discretion to reject, move, edit, or remove any User Content that is Posted to the Site. Without limiting the foregoing, we have the right to remove any User Content that violates these Terms or is otherwise objectionable in our sole discretion. You acknowledge and agree that we do not verify, adopt, ratify, or sanction User Content, and you agree that you must evaluate and bear all risks associated with your use of User Content or your reliance on the accuracy, completeness, or usefulness of User Content.

3. Restrictions on Use of the Site

- 3.1. By using the Site, you specifically agree not to engage in any activity or transmit any information that, in our sole discretion:
- 3.1.1. Is illegal, or violates any federal, state, or local law or regulation;
 - 3.1.2. Advocates illegal activity or discusses illegal activities with the intent to commit them;
 - 3.1.3. Violates any third-party right, including, but not limited to, right of privacy, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights;
 - 3.1.4. Is harmful, threatening, abusive, harassing, tortious, indecent, defamatory, sexually explicit or pornographic, discriminatory, vulgar, profane, obscene, libellous, hate speech, violent or inciting violence, inflammatory, or otherwise objectionable;
 - 3.1.5. Interferes with any other party's use and enjoyment of the Site;
 - 3.1.6. Attempts to impersonate another person or entity;
 - 3.1.7. Is of a commercial nature in a way that violates these Terms, including but not limited to, using the Site for spam, surveys, contests, pyramid schemes, or other advertising materials;

- 3.1.8. Falsely states, misrepresents, or conceals your affiliation with another person or entity;
- 3.1.9. Accesses or uses a Serry Services account of a Customer without such Customer's permission;
- 3.1.10. Distributes computer viruses or other code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or electronic communications equipment;
- 3.1.11. Interferes with, disrupts, disables, overburdens, or destroys the functionality or use of any features of the Site, or the servers or networks connected to the Site;
- 3.1.12. "Hacks" or accesses without permission our proprietary or confidential records, those of another user, or those of anyone else;
- 3.1.13. Improperly solicits personal or sensitive information from other users including without limitation address, credit card or financial account information, or passwords;
- 3.1.14. Decompiles, reverse engineers, disassembles, or otherwise attempts to derive source code from the Site, except as expressly permitted in these Terms or by law, unless and then only to the extent permitted by applicable law without our consent;
- 3.1.15. Removes, circumvents, disables, damages, or otherwise interferes with security-related features, or features that enforce limitations on use of the Site;
- 3.1.16. Uses automated or manual means to violate the restrictions in any robot exclusion headers on the Site, if any, or bypasses or circumvents other measures employed to prevent or limit access, for example by engaging in practices such as "screen scraping," "database scraping," or any other activity with the purpose of obtaining lists of users or other information;
- 3.1.17. Modifies, copies, scrapes or crawls, displays, distributes, publishes, licenses, sells, rents, leases, lends, transfers, or otherwise commercializes any materials or content on the Site;
- 3.1.18. Downloads (other than through page caching necessary for personal use, or as otherwise expressly permitted by these Terms), distributes, posts, transmits, performs, reproduces, broadcasts, duplicates, uploads, licenses, creates derivative works from, or offers for sale any content or other information contained on or obtained from or through the Site, by any means except as provided for in these Terms or with the prior written consent of Serry; or
- 3.1.19. Attempts to do any of the foregoing.
- 3.1.20. If you believe content on the Site or any activity by an individual or entity violates the above restrictions, please contact us here: hello@serry.io

3.2. You may not frame the Site, place pop-up windows over its pages, or otherwise affect the display of its pages. You may link to the Site, provided that you acknowledge and agree that you will not link the Site to any website containing any inappropriate, profane, defamatory, infringing, obscene, indecent, or

unlawful topic, name, material, or information or that violates any intellectual property, proprietary, privacy, or publicity rights. Any violation of this provision may, in our sole discretion, result in termination of your use of and access to the Site effective immediately.

- 3.3. You acknowledge that we have no obligation to monitor your – or anyone else’s – access to or use of the Site for violations of these Terms, or to review or edit any content. However, except as otherwise expressly provided herein, we have the right to do so for the purpose of operating and improving the Site (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes, analytics, and advertising), to ensure your compliance with these Terms and to comply with applicable law or the order or requirement of a court, consent decree, administrative agency or other governmental body.

4. PRIVACY

- 4.1. **Serry Privacy Notice.** You acknowledge your understanding and hereby provide consent that, except as described in these Terms or applicable Corporate Terms, the information you provide to us or that we collect will be processed and otherwise handled as described in the Serry Privacy Notice.

- 4.2. **Access & Disclosure.** Except as described in these Terms: (i) we may access, preserve, or share any of your information when we believe in good faith that such sharing is reasonably necessary to investigate, prevent, or take action regarding possible illegal activities or to comply with legal process; and (ii) we may also share your information in situations involving potential threats to the physical safety of any person, violations of the Serry Privacy Notice, the Terms, or any other of our user agreements or terms in effect; or to respond to the claims of violation of the rights of third parties and/or to protect the rights, property and safety of Serry, our employees, users, or the public. This may involve the sharing of your information with law enforcement, government agencies, courts, and/or other organisations. Further information on how we process personal data may be found in the Serry Privacy Notice.

4.3. Data

- 4.3.1. **Data Generally.** You shall be responsible for data that you provide or use in respect of the Site (including Serry Services). You are solely responsible for determining the suitability of use of the Site for your business or organisation and complying with any regulations, laws, or conventions applicable to the data you provide and your use of the Site.
- 4.3.2. **Personal Data.** You warrant that collection and use of any personal information or data you provide while using the Site complies with all applicable data protection laws, rules, and regulations. You acknowledge your understanding and hereby provide your consent that

we may process such personal data in accordance with the Serry Privacy Notice, except as permitted additionally in these Terms.

- 4.3.3. **Usage Data.** We may collect and use data, information, or insights generated or derived from the use of the Site (“Usage Data”) for our business purposes, including industry analysis, benchmarking, analytics, marketing, and developing, training and improving its products and services. Before doing so, Serry will de-identify and anonymize all Usage Data in such a manner that does not allow for the identification of Users, Customer Data, or Customer’s Confidential Information, and will disclose such Usage Data in aggregate form only.
- 4.3.4. **Site Visitor.** You hereby represent and warrant to us that: (a) you have all requisite rights and authority to use the Site under these Terms and to grant all applicable rights herein; (b) any information you submit to us (including Posting to the Site) is true, accurate, and correct; and (c) you will not attempt to gain unauthorised access to the Site, computer systems, or networks under the control or responsibility of us through hacking, cracking, password mining, or any other unauthorised means.

5. CONFIDENTIALITY

- 5.1. **Scope.** Our “*Confidential Information*” means (a) any written information, materials and other documents supplied by us related to the Site which we do not generally disclose publicly, (b) the Serry Services themselves, excluding any data you upload to the Serry Services for processing; and (c) any other of our information that we may disclose in writing or orally and is designated as confidential or proprietary at the time of disclosure, or that due to the nature of the information a reasonable person would clearly understand it to be confidential information; and (d) any amendment to the terms and conditions of these Terms between you and us. Confidential Information shall not include any information that: (i) is or becomes generally available or publicly known through no fault or breach of these Terms by you; (ii) is lawfully in your possession at the time of disclosure without restriction on use or disclosure; or (iii) is developed independently by you or on your behalf without use of our Confidential Information.
- 5.2. **Restricted Use and Non-disclosure.** During and after the term, with respect to our Confidential Information you will: (a) use our Confidential Information solely for the purpose for which we provided it; (b) not disclose such Confidential Information to a third party, except on a need-to-know basis to your Affiliates, attorneys, auditors, consultants, and service providers who are under confidentiality obligations at least as restrictive as those contained herein; and (c) protect such Confidential Information from unauthorised use and disclosure to the same extent (but using no less than a reasonable degree of care) that you protect your own Confidential Information of a similar nature.

- 5.3. **Required Disclosure.** If you are required by law to disclose our Confidential Information, you will give us prompt written notice before making the disclosure, unless prohibited from doing so by the legal or administrative process, and assist us to obtain where reasonably available an order protecting our Confidential Information from public disclosure.
- 5.4. **Ownership.** Notwithstanding any other provision of these Terms, you acknowledge that, as between you and us, all our Confidential Information you receive from us, including all copies thereof in your possession or control, in any media, is proprietary to and exclusively owned by us. Nothing in these Terms grants you any right, title or interest in or to any of our Confidential Information, except as provided in these Terms. Any incorporation of our Confidential Information into any of your own materials will not render our Confidential Information non-confidential.

6. TERM AND TERMINATION

- 6.1. **Termination.** You may terminate your use of the Site at any time by ceasing further use of the Site. Serry may terminate your use of the Site as a Website Visitor, including denying you access to the Site at our sole discretion for any reason or no reason, including for violation of these Terms. Termination of Customer's use of the Serry Services is as set out in the Service Schedules below.
- 6.2. **Effect of Termination.** If these Terms expire or are terminated for any reason: (a) any and all of your liabilities to us that have accrued before the effective date of the expiration or termination will survive; (b) licenses and use rights granted to you with respect to the Site, including rights to any intellectual property therein or thereto, will immediately terminate in accordance with these Terms; (c) our obligation to provide any further access to the Site to you under these Terms will immediately terminate, except any such rights that are expressly to be provided following expiration or termination of these Terms; and (d) the provisions of Section 2 (Ownership), Section 3 (Restrictions on Use of the Site), Section 4 (Privacy), Section 5 (Confidentiality), Section 6.2 (Effect of Termination), Section 7 (Warranties and Disclaimers), Section 8 (Indemnification Obligations), Section 9 (Limitations of Liability), and Section 10 (General) will survive, as well as provisions designated to survive under any Service Schedules and accompanying attachments and Exhibits to these Terms.

7. WARRANTIES AND DISCLAIMERS

- 7.1. THE SITE AND ANY INFORMATION WE SUPPLY YOU ARE PROVIDED "AS IS" AND "AS AVAILABLE". YOUR USE OF THE SITE AND INFORMATION SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTEND LEGALLY POSSIBLE, SERRY AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, SHAREHOLDERS, AGENTS, AFFILIATES, SUBSIDIARIES, AND LICENSORS ("SERRY PARTIES"): (a) MAKE NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND

WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DO NOT WARRANT THAT THE SITE OR INFORMATION ARE OR WILL BE ERROR-FREE, WILL MEET YOUR REQUIREMENTS, OR BE TIMELY OR SECURE. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM YOUR USE OF THE SITE AND/OR INFORMATION.

- 7.2. THE SERRY PARTIES MAKE NO WARRANTIES OR REPRESENTATIONS THAT THE SITE OR INFORMATION HAVE BEEN AND WILL BE PROVIDED WITH DUE SKILL, CARE AND DILIGENCE OR ABOUT THE ACCURACY OR THEREOF, AND ASSUME NO RESPONSIBILITY FOR ANY: (i) ERRORS, MISTAKES, OR INACCURACIES RELATED TO THE SITE OR INFORMATION; (ii) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE OR INFORMATION; (iii) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SITE OR INFORMATION, AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED ON THE SITE; (iv) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE; (v) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SITE THROUGH THE ACTIONS OF ANY THIRD PARTY; (vi) ANY LOSS OF YOUR DATA OR OTHER CONTENT FROM THE SITE; AND/OR (vii) ANY ERRORS OR OMISSIONS IN ANY OF YOUR DATA OR CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. YOU WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF SERRY TO ANY THIRD PARTY. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY AND FOR THE MINIMUM WARRANTY PERIOD ALLOWED BY THE MANDATORY APPLICABLE LAW.
- 7.3. THE SERRY PARTIES DO NOT WARRANT (EITHER EXPRESSED OR IMPLIED) AS TO THE SUITABILITY OF THE SITE, THE SERVICES, THE SOFTWARE OR ANY INFORMATION WE SUPPLY YOU FOR YOUR PURPOSES AND NEEDS.
- 7.4. THE SERRY PARTIES DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY (EITHER EXPRESSED OR IMPLIED) FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, AND THE SERRY PARTIES WILL NOT BE A PARTY TO OR IN ANY WAY RESPONSIBLE FOR MONITORING ANY ACTIVITIES BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR ACTIVITIES WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE.

- 7.5. You acknowledge and agree that Serry does not provide any legal, accounting, financial, tax, or other professional advice or services.

8. INDEMNIFICATION OBLIGATIONS

- 8.1. You will defend, indemnify, and hold us, our Affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all claims, liability, damages, and costs (including, but not limited to, legal fees) arising from or related to, as applicable: (a) your or your Authorised User's access to and use of the Site (including the Serry Services); (b) violation of these Terms by you or your Authorised User; (c) infringement of any intellectual property or other right of any person or entity by you or your Authorised User; (d) the nature and substance of all documents, data, or other content uploaded by you or your Authorised User to the Site (including the Serry Services); or (e) any products or services purchased or obtained by you or your Authorised User in connection with the Site (including the Serry Services).
- 8.2. We retain the exclusive right to settle, compromise, and pay, without your prior consent, any and all claims or causes of action that are brought against us. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter in which we are named as a defendant and/or for which you have indemnity obligations without our prior written consent. We will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

9. LIMITATIONS OF LIABILITY

9.1. Disclaimer of Consequential Damages.

- 9.1.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, SERRY WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, COVER, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE USE OF THE SITE OR INFORMATION WE SUPPLY YOU, INCLUDING, BUT NOT LIMITED TO, GOODWILL, WORK STOPPAGE, LOST PROFITS, LOSS OF DATA OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH LOSSES, AND WHETHER SUCH CLAIMS ARE MADE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY.
- 9.1.2. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE SERRY PARTIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY: (a) USE OF THE SITE OR INFORMATION WE SUPPLY YOU; (b) ERRORS, MISTAKES, OR

INACCURACIES OF THE SITE OR INFORMATION; (c) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM ACCESS TO AND USE OF THE SITE, SERVICES, SOFTWARE OR INFORMATION WE PROVIDE; (d) ANY UNAUTHORISED ACCESS TO OR USE OF THE SITE, SERVICES, SOFTWARE OR INFORMATION WE PROVIDE, AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED ON THE SITE; (e) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVERS; (f) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY; (g) ANY LOSS OF YOUR DATA OR USER CONTENT FROM THE SITE; (h) ANY ERRORS OR OMISSIONS IN ANY OF YOUR DATA OR USER CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR OR YOUR AUTHORISED USER'S USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE, SERVICES OR SOFTWARE WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE SERRY PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND/OR (i) THE DISCLOSURE OF INFORMATION PURSUANT TO THESE TERMS, OUR PRIVACY NOTICE, OR ANY OTHER COMMUNICATION WE MAKE OR NOTICE WE PROVIDE.

9.1.3. Some countries and jurisdictions do not allow the limitation or exclusion of consequential, direct, indirect, or other damages in contracts with consumers and to the extent you are a consumer the limitations or exclusions in this Section 9.1 may not apply to you.

9.2. **Cap on Damages.** OUR TOTAL LIABILITY TO YOU FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OR TO YOUR USE OF THE SITE OR INFORMATION WE SUPPLY YOU (INCLUDING WITHOUT LIMITATION WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO SERRY FOR THE SERRY SERVICE(S) GIVING RISE TO THE CLAIM UNDER THESE TERMS DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT GIVING RISE TO LIABILITY, OR HK\$500, WHICHEVER IS GREATER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. ADDITIONAL OR DIFFERENT LIABILITY AMOUNTS MAY APPLY AS EXPRESSLY SET FORTH IN THE APPLICABLE SERVICE SCHEDULE BELOW. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THIS SECTION 9.2 SHALL (I) APPLY ONLY TO THE EXTENT PERMITTED BY LAW; AND (II) SHALL NOT APPLY IN THE EVENT THAT PERSONAL INJURY OR DEATH HAVE BEEN CAUSED INTENTIONALLY BY SERRY OR BY SERRY'S GROSS NEGLIGENCE.

10. GENERAL

- 10.1. **Third Party Content.** We may provide, or third parties may provide, links to other third-party websites, services, or resources that are beyond our control. We make no representations as to the quality, suitability, functionality, or legality of any third-party content to which links may be provided, and you hereby waive any claim you might have against us with respect to such services. SERRY IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WEB PAGES THAT ARE LOCATED OUTSIDE THE SITE OR POSTS OF USER CONTENT. Your correspondence or business dealings with, or participation in promotions of, advertisers or partners found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser or partner. You agree that we are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or links to third-party websites or resources on the Site.
- 10.2. **Relationship.** At all times, you and we are independent contractors, and are not the agents or representatives of the other. These Terms are not intended to create a joint venture, partnership, or franchise relationship between the parties. Non-parties do not benefit from and cannot enforce these Terms. There are no third-party beneficiaries to these Terms. You must not represent to anyone that you are an agent of ours or are otherwise authorised to bind or commit us in any way without our prior written authorisation.
- 10.3. **Trade Restrictions.** You acknowledge that the Site, any information we supply you, and any other products, services, information, documentation, software, technology, technical data, and any derivatives thereof, that Serry makes available pursuant to these Terms (collectively “Excluded Data”) may be subject to the export control and sanctions laws and regulations that may prohibit or restrict access by certain persons or from certain countries or territories (“Trade Restrictions”). You represent and warrant that you are not: (i) located in an embargoed country or territory, or (ii) under the control of an entity organized in or a resident of an embargoed country or territory. You are solely responsible for complying with Trade Restrictions for all Excluded Data and any of its content transmitted through the Site. If we determine in our sole discretion that you are actually or likely to be in violation of any representation or warranty set out in this Section, we have the right to terminate your use of and/or access to the Site immediately with or without notice to you.
- 10.4. **Assignability.** Unless such restriction is prohibited under applicable law, you may not assign your rights or obligations under these Terms without our prior written consent. If consent is given, these Terms will bind your successors and assigns. Any attempt by you to transfer your rights, duties, or obligations under these Terms except as expressly provided in these Terms is void. We may freely assign

our rights, duties, and obligations under these Terms at any time, with or without notice to you.

10.5. **Notices.** Except as otherwise permitted by these Terms, any notice required or permitted to be given will be effective only if it is in writing and sent using: (a) Serry Services; (b) certified or registered mail; or (c) insured courier, to the appropriate party at the address set forth in your registration information or on the Site for Serry, with a copy, in the case of Serry, to hello@Serry.io. You or we may change our address for receipt of notice by notice to the other party in accordance with this Section 10.5. Notices are deemed given upon receipt if delivered using Serry Services, upon receipt of automated message confirming delivery of email, two (2) business days following the date of mailing, or one (1) business day following delivery to a courier.

10.6. **Force Majeure.** Except for any payment obligations, neither you nor we will be liable for failure to perform any obligation under these Terms to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike, and other causes beyond the party's reasonable control). The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use commercially reasonable efforts to resume performance as soon as practicable. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.

10.7. **Mandatory Arbitration.**

10.7.1. This Section 10.7 is intended to be interpreted broadly and governs any and all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; claims that arose before these Terms or any prior; and claims that may arise after the termination of these Terms. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property as provided below.

10.7.2. **Initial Dispute Resolution.** Most disputes can be resolved without resort to arbitration. If you have any dispute with us, you agree that before taking any formal action you will contact us at hello@Serry.io and provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to a Serry Services account). Except for intellectual property, you and we agree to use reasonable efforts to settle any dispute, claim, question, or disagreement directly through consultation with us, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

- 10.7.3. **Binding Arbitration.** If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims (except as provided below) subject to these Terms as set forth below. Specifically, all claims arising out of or relating to these Terms, the parties' relationship with each other, and/or your use of the Site or information we supply shall be finally settled by binding arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) in accordance with the HKIAC procedural rules in force at the time the arbitration is initiated.
- 10.7.4. **Arbitrator's Powers.** The arbitrator, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms, including but not limited to any claim that all or any part of these Terms is void or voidable, whether a claim is subject to arbitration or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgement in any court of competent jurisdiction.
- 10.7.5. **Filing a Demand.** To start an arbitration, you must do the following: (a) Write a Notice of Arbitration that includes a description of the claim and the amount of damages you seek to recover; (b) Send three copies of the Notice of Arbitration, plus the appropriate filing fee, to HKIAC; and (c) send one copy of the Notice of Arbitration to us at: hello@serry.io
- 10.7.6. **Fees & Costs.** You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.
- 10.7.7. **Number of Arbitrator.** The tribunal shall consist of one arbitrator to be agreed by the Parties.
- 10.7.8. **Venue.** The Arbitration shall be initiated and take place in Hong Kong, and you and Serry agree to submit to the jurisdiction and venue of the courts of Hong Kong in order to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgement on the award entered by the arbitrator.
- 10.7.9. **Language.** The arbitration proceedings shall be conducted in English.
- 10.7.10. **Exception: Litigation of Intellectual Property.** Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations, or claims

arising from or relating to theft, piracy, or unauthorised use of intellectual property in any court or other governing body or authority with lawful jurisdiction for such disputes, to protect its intellectual property rights (“intellectual property rights” means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights).

10.7.11. **Survival.** This Mandatory Arbitration section shall survive any termination of your use of the Site or information we supply.

10.8. **Entire Terms.** These Terms, which include the language and paragraphs preceding Section 1, are the final, complete, and exclusive expression of the agreement between you and Serry regarding the Serry Services provided under these Terms. These Terms supersede and the parties disclaim any reliance on previous oral and written communications (including any confidentiality agreements pertaining to the Site (including the Serry Services) under these Terms) with respect to the subject matter hereof and apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Serry hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by you and conditions assent solely based on these Terms and conditions of these Terms as offered by Serry. Except as explicitly permitted in these Terms, no modification or amendment of these Terms shall be effective unless it is in writing and signed by an authorised agent of the party against whom the modification or amendment is being asserted. In the event of an inconsistency or conflict, the order of precedence in descending order of control is as follows: (a) the Subscription Plan; (b) any attachments or appendix(ices) to the Service Schedule(s); (c) the Service Schedule; and (d) these Terms.

10.9. **Governing Law & Venue.** These Terms will be interpreted, construed, and enforced in all respects in accordance with the laws of Hong Kong S.A.R., without reference to its choice of law rules to the contrary. For purposes of determining the governing law, you and Serry agree that Serry is the proponent of these Terms. Notwithstanding your and Serry’s agreement to mandatory arbitration, either party may seek any interim or preliminary injunctive relief from a court of competent jurisdiction in Hong Kong S.A.R. as necessary to protect the party’s rights or property pending the completion of arbitration. You and Serry submit to the exclusive jurisdiction of, and venue in, any courts of Hong Kong S.A.R.

10.10. **Language and Translations.** Serry may provide translations of these Terms or other terms or policies. Translations are provided for informational purposes and if there is an inconsistency or conflict between a translation and the English version, the English version will control.

10.11. **Waiver.** The waiver by either you or Serry of any breach of any provision of these Terms does not waive any other breach. The failure of any party to these

Terms to insist on strict performance of any covenant or obligation in accordance with these Terms will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms.

- 10.12. **Severability.** If any part of these Terms is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms will remain in full force and effect. If any material limitation or restriction on the grant of any license to you under these Terms is found to be illegal, unenforceable, or invalid, the license will immediately terminate.
- 10.13. **How to Contact Us.** If you have any questions about the Site or Terms, pricing, complaints, or other inquiries, please contact Serry at [#Address], or by email to hello@Serry.io.

Schedule 1 – Additional Terms for Serry Services

1. **GENERAL.** The following terms (“**Additional Terms**”) apply to a respective Serry Service as set out below:

1.1. **Serry Contracting.** If you use Serry Contracting, you accept the Terms of the Serry Contracting Service Schedule 2 below.

2. DEFINITIONS

2.1. “**Account**” means a unique account established by Customer to enable its Authorised Users to access and use a Serry Service.

2.2. “**Authorised User**” mean an individual natural person, whether an employee, business partner, contractor, or agent of a Customer, who is registered or permitted by Customer to use the Serry Services pursuant to these Terms and up to any maximum number of users or uses specified at the time of purchase (where relevant).

2.3. “**Signer**” means a person designated by an Authorised User to access and/or take action upon the Serry Documents (as defined in Schedule 2) sent to such individual via Serry Contracting.

2.4. “**Documentation**” means any and all written materials, user manuals, and other documentation and materials supplied by us and related to the Serry Services, excluding any software code or other information customarily subject to a commercial licence, that is provided by Serry regarding the Serry Services. Documentation includes without limitation Serry’s then-current technical and functional documentation for the Serry Services.

3. 3. USAGE AND ACCESS RIGHTS

3.1. **Eligibility to Use.** You represent and warrant that you are of legal age (18 years of age or older or otherwise of legal age in your resident jurisdiction) and competent to agree to these Terms on behalf of your company or business. If Serry has previously prohibited you from accessing the Site or using the Serry Services, you are not permitted to access the Site or use the Serry Services. If you are agreeing to these Terms on behalf of an organisation or entity, you represent and warrant that you are authorised to agree to these Terms on that organisation or entity’s behalf and bind them to these Terms (in which case, the references to “you” and “your” in these Terms, except for in this sentence, also refer to that organisation or entity).

3.2. **Customer Responsibilities.** Customers are responsible for all use of the Serry Services associated with its Account. Customers are solely responsible for maintaining the confidentiality of their Account names and password(s).

Customers agree to immediately notify Serry of any unauthorised use of Customer's Account of which it becomes aware. Customer agrees that Serry will not be liable for any losses incurred as a result of a third party's use of its Account, regardless of whether such use is with or without its knowledge and consent. Customer will use the Serry Services for lawful purposes only and subject to these Terms.

3.3. **Limited License.** Upon your acceptance of these Terms, we grant you a limited, non-exclusive and non-transferable license to access and use the Site for your internal business purposes and only as expressly permitted in these Terms and any applicable paid Customer plan that enables registration of an Account for the use of a Serry Service ("**Subscription Plan**") when applicable. You shall not use or permit use of the Site for any illegal purpose or in any manner inconsistent with the provisions of these Terms. If you are or become a direct competitor of Serry, you may not access or use the Serry Services without Serry's explicit, advance, written consent, and then only for the purposes authorised in writing. Except as otherwise restricted by these Terms, Serry grants you permission on a non-exclusive, non-transferable, limited basis to display, copy, and download content and materials on the Site provided that you: (a) retain all copyright and other proprietary notices on the content and materials; (b) use them solely for personal or internal, non-commercial use or in accordance with any applicable Subscription Plan; and (c) do not modify them in any way other than permitted by mandatory law. Each discrete Subscription Plan includes restrictions and requirements that outline the features that Customer will be able to access. Any violation by you of the license provisions contained in this Section 3 may result in the immediate termination of your right to use the Site, as well as potential liability for copyright infringement or other claims depending on the circumstances.

3.4. This Section 3 shall survive expiration or termination of the Terms.

4. RESTRICTIONS ON USE OF THE SERRY SERVICES

4.1. In addition, Customers shall not, and shall not permit others to, do the following with respect to the Serry Services:

4.1.1. Use the Serry Services or allow access to them in a manner that circumvents contractual usage restrictions or that exceeds authorised use or usage metrics set forth in these Terms, any applicable Subscription Plan.

4.1.2. License, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the Serry Services or Serry's then-current Documentation available for access by third parties except as otherwise expressly provided in these Terms; or

- 4.1.3. Access or use the Serry Services or Documentation for the purpose of: (i) developing or operating products or services intended to be offered to third parties in competition with the Serry Services; or (ii) allowing access to your Account by a direct competitor of Serry.

5. TERMS SPECIFIC TO SERRY SERVICES

5.1. **Right to Use Serry Services.** Subject to these Terms, Serry will provide the Serry Services to Customers in accordance with each Customer's Subscription Plan, and Serry grants to each Customer a limited non-exclusive, non-transferable right and license during the Term, solely for its internal business purposes and in accordance with the Documentation, to: (a) use the Serry Services; (b) implement, configure, and, through its Account Administrator(s), permit its Authorised Users to access and use the Serry Services up to any applicable limits or maximums; and (c) access and use the Documentation.

5.1.1. **Authorised Users.** Authorised Users of Customer must be identified by a unique email address and two or more natural persons may not use the Serry Services as the same Authorised User. If the Authorised User is not an employee of Customer, use of the Serry Services will be allowed only if the user is under confidentiality and other obligations with Customer at least as restrictive as those in these Terms, and is accessing or using the Serry Services solely to support Customer's internal business purposes.

5.1.2. **Account Administrator.** Customer may assign and expressly authorise an Authorised User(s) as its agent to manage Customer's Account, and management of Customer's Account includes, without limitation, configuring administration settings, assigning access and use authorisation, requesting different or additional services, providing usage and performance records, managing templates, executing approved campaigns and events, assisting in third-party product integrations, and accepting notices, disclosures, and terms and conditions ("**Account Administrator**"). Customer may appoint an employee, agent or a third-party business partner or contractor to act as its Account Administrator(s) and may change its designation at any time through its Account.

5.2. **Payment Terms.**

5.2.1. **Subscription Plan.** The prices, features, and options of the Serry Services depend on the Subscription Plan selected as well as any changes instigated by Customer. Serry does not represent or warrant that a particular Subscription Plan will be offered indefinitely and, to the fullest extent permitted under applicable laws, reserves the right to change the prices for or alter the features and options in a particular Subscription Plan without prior notice.

- 5.2.2. **No Refunds.** Customer will timely pay Serry all fees associated with its Subscription Plan, Account, or use of the Serry Services, including, but without limitation, by Authorised Users. CUSTOMER'S PAYMENTS ARE NON-REFUNDABLE EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS OR AS OTHERWISE AGREED TO BY THE PARTIES. Charges for pre-paid Subscription Plans will be billed to Customer in advance. Charges for per-use purchases and standard Subscription Plan charges will also be billed in advance unless otherwise specified in the Subscription Plan.
- 5.2.3. **Recurring Charges.** When you purchase a Subscription Plan, you must provide accurate and complete information for a valid payment method that you are authorised to use. You will be billed for your Subscription Plan either through the payment method you provide, such as a credit card, or through an intermediary provider such as iTunes, Google Play, or a similar app store ("App Store"). Customer must promptly notify Serry of any change in its invoicing address and must update its Account with any changes related to its payment method. BY COMPLETING REGISTRATION FOR A SUBSCRIPTION PLAN, CUSTOMER AUTHORISES SERRY OR ITS AGENT TO CHARGE ITS PAYMENT METHOD ON A RECURRING (E.G. MONTHLY OR YEARLY) BASIS ("AUTHORISATION") FOR: (a) THE APPLICABLE SUBSCRIPTION PLAN CHARGES; (b) ANY AND ALL APPLICABLE TAXES; AND (c) ANY OTHER CHARGES INCURRED IN CONNECTION WITH CUSTOMER'S USE OF THE SERRY SERVICES. The Authorisation continues through the applicable Subscription Term and any Renewal Term (each as defined in Section 7.3.1 below) until Customer cancels as set forth in Section 5 of these Additional Terms.
- 5.2.4. **Late Fees & Collection Costs.** If Serry does not receive payment from Customer's payment method, Customer agrees to pay all amounts due upon demand. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due until the date paid. Customer will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Serry to collect any amount that is not paid when due.
- 5.2.5. **Invoices.** Serry will provide billing and usage information in a format we choose, which may change from time to time. Serry reserves the right to correct any errors or mistakes that it identifies even if it has already issued an invoice or received payment. Customer agrees to notify us about any billing problems or discrepancies within thirty (30) days after they first appear on your invoice. If Customer does not bring such problems/discrepancies to our attention within thirty (30) days, it agrees to waive its right to dispute such problems or discrepancies.

- 5.2.6. **Billing Cycles.** Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. Customer agrees that we may (at our option) accumulate charges incurred during a billing cycle and submit them as one or more aggregate charges during or at the end of a cycle, and that we may delay obtaining authorisation or payment from Customer's payment card issuer or App Store until submission of the accumulated charge(s).
- 5.2.7. **Benefit Programs.** You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "**Benefits**") through a business agreement with us ("**Business Terms**"). Any and all such Benefits are provided solely as a result of the corresponding Business Terms and to the fullest extent permitted under applicable laws, such Benefits may be modified or terminated without notice.
- 5.2.8. **Tax Responsibility.** All payments required by these Terms are stated exclusive of all taxes, duties, levies, imposts, fines, or similar governmental assessments, including sales and use taxes, value-added taxes ("**VAT**"), goods and services taxes ("**GST**"), excise, business, service, and similar transactional taxes imposed by any jurisdiction (collectively, "**Taxes**"). Customer shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the Serry Services. If Serry is required to remit Taxes associated with Customer's purchase of, payment for, access to, or use of the Serry Services, Serry will add the amount of those Taxes, itemized where required by law, to the payment due. Taxes may be applied without notice. Taxes shall not be deducted from the payments to Serry, except as required by law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, Serry receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made. Customer hereby confirms that Serry can rely on the name and address set forth in its registration for a Subscription Plan as being the place of supply for Tax purposes. If applicable, Customer shall provide to Serry its VAT, GST, or similar tax identification number(s) to avoid application of taxes, as applicable. Customer shall use the ordered Serry Services for Customer's business use in the foregoing location(s) in accordance with the provided VAT or GST identification number(s). The parties' obligations under this Section (Tax Responsibility) shall survive the termination or expiration of these Terms.
- 5.2.9. **Intermediary Provider Billing.** If your Subscription Plan is based on intermediary provider billing, your intermediary provider will automatically charge your App Store account monthly for the cost of

the Subscription Plan and any applicable taxes. If you are not current with your Subscription Plan payments, we reserve the right to terminate your account, suspend your access to your Subscription Plan, or convert your Subscription Plan subscription to a non-subscription account. You will be responsible for paying all past due amounts

5.2.10. **Termination.** If these Terms expire or are terminated for any reason Customer will pay to Serry any amounts that have accrued before, and remain unpaid as of, the date of the termination or expiration, including those for the billing cycle in which termination occurs.

5.3. You represent that you are the subscriber of the mobile service at the mobile number provided, or that you are otherwise authorised by the subscriber to receive SMS Messages at such mobile number as part of your use of the Serry Services. By electing to receive and send SMS Messages, you acknowledge that message and data rates may apply under your agreement with your provider of mobile communication services ("*Mobile Service Provider*"). You further understand and acknowledge that your Mobile Service Provider's network services are outside of Serry's control and we are not responsible or liable for any issues arising therefrom. Serry will not be liable for any of the following: a) failure of delivery of any content via SMS Message; b) any delays in transmission of SMS Messages; or c) any service or other changes implemented by your Mobile Service Provider impacting the receipt or sending of SMS Messages as part of your use of the Serry Services.

5.4. **SPECIFIC CAP ON DAMAGES.** NOTWITHSTANDING SECTION 9.2 OF THE TERMS, OUR TOTAL LIABILITY TO YOU FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO SERRY SERVICES PROVIDED UNDER THIS SCHEDULE 1 (INCLUDING WITHOUT LIMITATION WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO SERRY FOR THE SERRY SERVICE(S) GIVING RISE TO THE CLAIM UNDER THIS SCHEDULE 1 DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT GIVING RISE TO LIABILITY, OR HK\$500, WHICHEVER IS GREATER.

5.5. **Free Trial and Special Offers for Serry Services.**

5.5.1. If you register for a free trial, promotional offer, or other type of limited offer for use of Serry Services ("**Free Trial**"), you may be presented with additional terms and conditions when registering for a Free Trial, and any such additional terms and conditions are hereby incorporated into these Terms by reference and are legally binding. This Section (Free Trial and Special Offers for Serry Services) supersedes and applies notwithstanding any conflicting provisions with regard to access and use of a Free Trial.

- 5.5.2. To the fullest extent permitted under applicable laws, Serry reserves the right to reduce the term of a trial period or end it altogether without prior notice.
- 5.5.3. The version of the Serry Services that is available for a Free Trial may not include or allow access to all features or functions. ANY DATA THAT A CUSTOMER ENTERS INTO THE SERRY SERVICES, AND ANY CONFIGURATIONS MADE BY OR FOR A CUSTOMER, DURING THE FREE TRIAL WILL BE PERMANENTLY LOST AT THE END OF THE TRIAL PERIOD UNLESS THE CUSTOMER: (a) PURCHASES A SUBSCRIPTION PLAN TO SERRY SERVICES THAT IS EQUIVALENT TO OR GREATER THAN THOSE COVERED BY THE TRIAL; OR (b) EXPORTS SUCH DATA BEFORE THE END OF THE TRIAL PERIOD.
- 5.5.4. Notwithstanding any other provision of these Terms, including without limitation the warranties described in Section 7 of the Terms (Warranties and Disclaimers) or any service-specific terms and conditions applicable to a particular Serry Service, including exhibits and attachments accompanying such schedule ("**Service Schedule**"), during a Free Trial the Serry Services are provided "AS IS" and "as available" without any warranty that may be set forth in these Terms, and SERRY DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEED AND SERRY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO CUSTOMER'S USE OF THE FREE TRIAL IS HK\$500.

6. Your Confidential Information.

- 6.1. **Scope.** "*Confidential Information*" for you as a Customer and your Affiliates (defined below) means (a) data uploaded by you or your Affiliates to the Serry Services ("**Customer Data**"); (b) any other information of you, including your Affiliates, that you disclose to us in writing or orally and is designated as confidential or proprietary at the time of disclosure to us; and (c) any amendment to the terms and conditions of these Terms between you and us. Your Confidential Information does not include any information that: (i) is or becomes generally known to the public through no fault or breach of this Section by us; (ii) is lawfully in our possession at the time of disclosure without restriction on use or disclosure; (iii) is developed independently by us without restriction on use or disclosure of your Confidential Information; or (iv) is rightfully obtained by us from a third party not under a duty of confidentiality and without restriction on use or disclosure.
- 6.2. **Restricted Use and Nondisclosure.** During and after the term, we will: (a) use your Confidential Information solely for the purpose for which it is provided to us; (b) not disclose such Confidential Information to a third party, except on a need-to-know basis to our Affiliates, attorneys, auditors, consultants, and

service providers who are under confidentiality obligations at least as restrictive as those contained herein; and (c) protect such Confidential Information from unauthorised use and disclosure to the same extent (but using no less than a reasonable degree of care) that we protect our own Confidential Information of a similar nature.

- 6.3. **Required Disclosure.** If we are required by law to disclose your Confidential Information, we will use reasonable efforts to give you prompt written notice before making the disclosure, unless prohibited from doing so by the legal or administrative process, and assist you to obtain where reasonably available an order protecting your Confidential Information from public disclosure.
- 6.4. **Ownership.** Notwithstanding any other provision of these Terms, we acknowledge that, as between you and us, all your Confidential Information we receive from you, including your Customer Data, is owned by you. Nothing in these Terms grants us any right, title or interest in or to any of your Confidential Information except as provided in these Terms. All other data regarding the Serry Services, as between you and us, at all times are and will remain our sole and exclusive property.

7. Term and Termination – Customers.

- 7.1. **Suspension of Access to Serry Services.** In accordance with these Terms, Serry may suspend any use of the Serry Services, remove any content or disable or terminate any Account or Authorised User that Serry reasonably and in good faith believes violates these Terms. Serry will use commercially reasonable efforts to notify you prior to any such suspension or disablement, unless Serry reasonably believes that: (a) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (b) it is necessary to delay notice in order to prevent imminent harm to the Serry Services or a third party. Under circumstances where notice is delayed, Serry will provide the notice if and when the related restrictions in the previous sentence no longer apply.
- 7.2. **Term.** The period of effectiveness of these Terms, with respect to Serry Services, begins on the date the Customer accepts these Terms and continues until the Customer's Subscription Plan expires or its use of the Serry Services ceases (including as a result of termination in accordance with this Section 7), whichever is later ("*Term*").
- 7.3. **Subscription Term and Automatic Renewals.**
- 7.3.1. Serry's Subscription Plans automatically renew unless otherwise noted. If you purchase a Subscription Plan you agree to pay the then-current applicable fee associated with the Subscription Plan and further agree and acknowledge that it will automatically renew, unless, prior to the end of the current period of effectiveness of the Subscription Plan

(“*Subscription Term*”): (a) you terminate your Account; (b) you set your Account not to auto-renew by logging in to Serry Services or contacting us here: hello@serry.io; (c) Serry declines to renew your Subscription Plan; or (d) these Terms are otherwise properly terminated as expressly permitted herein. The Subscription Plan will automatically renew on a monthly or annual basis, depending on the method you choose (“*Renewal Term*”).

7.3.2. Promotional codes may only be used for your first Subscription Term. If you purchased your Subscription Plan with a promotional code, each time your Subscription Plan renews you will be charged the full annual billing amount. If your Subscription Plan is ever terminated for any reason, and you purchase another Subscription Plan, you shall not be eligible to use a promotional code.

7.3.3. We reserve the right to modify, terminate, or otherwise amend the fees and features associated with your Subscription Plan to the fullest extent permitted under applicable laws. We may also recommend that you purchase a new Subscription Plan that is comparable to your previous Subscription Plan that is ending. Before we change the fees and charges in effect, or add new fees and charges, we will give you advance notice of at least thirty (30) days. If we provide you such advance notice, unless prohibited by applicable laws, your continued use of the Serry Services after the changes have been made will constitute your acceptance of the changes. If you do not wish to continue subscribing with the new fees or features, you may terminate your Subscription Plan as described in this Section 7. If you accept the new Subscription Plan, its terms and conditions with these Terms will apply in the Renewal Term and thereafter.

7.4. **Termination by Customer.** You may terminate your Account at any time upon ten (10) days’ advance written notice to Serry. If you wish to terminate, you must provide notice by contacting us here: hello@serry.io. If you purchased your Subscription Plan through an external service, such as an App Store, you must use the tools made available by those services to manage and/or terminate your Subscription Plan. Section 5.2.2 of this Schedule 1 notwithstanding, if a Customer terminates its annual Subscription Plan within the first thirty (30) days of the initial Subscription Term, it may submit a written request to Serry for a refund of the fees paid to Serry for the initial Subscription Term, which Serry will consider, without obligation, in good faith. Serry has no obligation to consider refund requests related to a termination of a Subscription Plan if the termination does not occur in the first thirty (30) days of the initial Subscription Term, or if there has been a violation of other Terms herein, or if records indicate substantial productive use took place during that period.

7.5. **Default; Termination by Serry.** A Customer will be in default of these Terms if: (a) it fails to timely pay any amount owed to us or an Affiliate of ours; (b) it or an

Authorised User associated with its Account breaches any provision of these Terms or violates any published policy applicable to the Serry Services; (c) it is unable to pay its debts (within the meaning of section 178 of the Companies (Winding-Up and Miscellaneous Provisions) Ordinance (Cap 32)) or becomes insolvent or bankrupt or an order is made to declare or a resolution passed for the administration, winding-up or dissolution of the Customer; or (d) if, in our sole discretion, we believe that continued use of the Serry Services by the Customer (or its Authorised Users or Signers) creates legal risk for Serry or presents a threat to the security of the Serry Services or Serry's customers. If a Customer is in default, we may, without notice: (i) suspend its Account and use of the Serry Services; (ii) terminate its Account; (iii) charge reactivation fees in order to reactivate its Account; and (iv) pursue any other remedy available to us. A Serry "Affiliate" means any legal entity that Serry Limited owns, that owns Serry Limited or that is under common control with Serry Limited. A Customer "Affiliate" means any legal entity that Customer owns, that owns Customer or that is under common control with Customer. "Control" and "own" mean possessing greater than 50% interest in an entity or the right to direct the management of the entity.

- 7.6. **Effect of Termination.** If these Terms expire or are terminated for any reason: (a) any and all of your liabilities to us that have accrued before the effective date of the expiration or termination will survive; (b) licenses and use rights granted to you with respect to the Site, including rights to any intellectual property therein or thereto, will immediately terminate in accordance with these Terms; (c) our obligation to provide any further access to the Site to you under these Terms will immediately terminate, except any such rights that are expressly to be provided following expiration or termination of these Terms; and (d) the provisions of Section 5.2.2 (No Refunds), Section 5.2.7 (Benefit Programs), Section 5.2.8 (Tax Responsibility), and Section 5.5 (Free Trial and Special Offers for Serry Services) of this Schedule 1 (Additional Terms for Serry Services), as well as provisions designated to survive under the Terms, any Service Schedules and accompanying attachments and Exhibits to the Terms.

Schedule 2 – Service Schedule for Serry Contracting

This Service Schedule for Serry Contracting (“Service Schedule”) was last updated on 1 Nov 2022. Unless otherwise defined in this Service Schedule, capitalized terms will have the meaning given to them in the Terms.

1. DEFINITIONS

- 1.1. **“Serry Document”** means a document in electronic form created on the Site using a Serry Template in order to be signed by one or several Signer(s).
- 1.2. **“Serry Contracting”** means the cloud-based software Serry Service for the display creation, management, electronic signing and storage of Serry Documents via the Internet.
- 1.3. **“Serry Template”** means the document templates available on the Site, to be adapted by a Customer or User to meet their purpose and needs. Each Serry Template has two sections, a static section where no amendment can be made and a variable section for Customers and Users to personalise, amend and adapt a Serry Template for their purposes and needs.
- 1.4. **“Signer”** means a person designated by an Authorised User to access and/or take action upon the Serry Documents sent to such individual via Serry Contracting.
- 1.5. **“System”** refers to the software systems and programs, the communication and network facilities, and the hardware and equipment used by Serry or its agents to make available the Serry Contracting service via the Internet.
- 1.6. **“Transaction Data”** means the metadata associated with Serry Documents sent on the Site for electronic signatures (such as transaction history, image hash value, method and time of document deletion, sender and recipient names, email addresses, and signature IDs) that Serry may use to generate and maintain the digital audit trail for Serry Contracting.

2. ADDITIONAL USAGE LIMITATIONS AND CUSTOMER RESPONSIBILITIES

- 2.1. Serry’s provision of Serry Contracting is conditioned on Customer’s (and where relevant, Signer’s) acknowledgement of and agreement to the following:
 - 2.1.1. Serry Contracting facilitates the execution of Serry Documents between the parties to those Serry Documents. Nothing in this Service Schedule may be construed to make Serry a party to any Serry Documents or Documents processed through Serry Contracting, and Serry makes no representation or warranty regarding the transactions sought to be effected by any Serry Document;

- 2.1.2. Between Serry and Customer, Customer has exclusive control over and responsibility for the content, quality and format of the variable section of a Serry Document. Without limiting the foregoing, all contents of variable section to Serry Documents stored by Serry on the System are maintained in an encrypted form (unless otherwise set out on a Serry Template), and Serry has no control of or access to such encrypted contents except to the extent access is requested in writing and made available by Customer to Serry;
- 2.1.3. Customer and Signer are solely responsible for determining the suitability of use of a Serry Template and a Serry Document for their purposes, needs and compliance with any applicable regulations, laws or conventions.
- 2.1.4. Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. Serry is not responsible or liable to determine whether any particular Document is (i) subject to an exception to applicable electronic signature laws; (ii) subject to any particular agency promulgations; or (iii) can be legally formed by electronic signatures;
- 2.1.5. Serry is not responsible for determining how long any contracts, documents, and other records are required to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, Serry is not responsible for or liable to produce any of Customer's Serry Documents or other documents to any third parties;
- 2.1.6. Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. Serry does not and is not responsible to: (i) determine whether any particular transaction involves a "consumer;" (ii) furnish or obtain any such consents or determine if any such consents have been withdrawn; (iii) provide any information or disclosures in connection with any attempt to obtain any such consents; (iv) provide legal review of, or update or correct any information or disclosures currently or previously given; (v) provide any such copies or access, except as expressly provided in the Documentation for all transactions, consumer or otherwise; or (vi) comply with any such special requirements;

- 2.1.7. Customer undertakes to determine whether any “consumer” is involved in any Serry Document presented by its Authorised Users for processing, and, if so, to comply with all requirements imposed by law on such Serry Documents or their formation;
 - 2.1.8. Customer agrees that its assigned Account Administrator(s) has authority to provide Serry with and accept from Serry any required authorisations, requests, or consents on behalf of Customer with respect to Customer’s Account;
 - 2.1.9. Customer agrees it is solely responsible for the accuracy and appropriateness of instructions given by it and its personnel to Serry in relation to the Serry Services, including without limitation instructions through its Account as made by the assigned Account Administrator; and
 - 2.1.10. Customer agrees that if Customer is invited as an intermediary into another Serry customer’s network, Customer shall be bound by the rules prescribed by that Serry customer, and Customer agrees to be liable for all of their acts or omissions as a result of their use of the Serry customer’s network.
- 2.2. Subscription Plans purchased on www.Serry.io may not be used in conjunction with Serry APIs and are available for use with a limited number of integrations.

3. STORAGE AND DELETION

- 3.1. **Sending, Storage.** During the Term Serry will send and store Serry Documents per these Terms of the Subscription Plan. However, Serry may set and enforce limits for reasonable use in order to prevent abusive or unduly burdensome use of Serry Contracting. Customer, through its Account Administrator(s), may retrieve and store copies of its Serry Documents for storage outside of the System at any time during the Subscription Term when Customer is in good financial standing under these Terms, and may delete or purge its Serry Documents from the System at its own discretion.
- 3.2. **Uncompleted Serry Documents.** Serry may, at its sole discretion, delete uncompleted or unsigned Serry Documents from the System immediately and without notice upon the earlier of: thirty (30) days of its creation; or (b) expiration of the Subscription Term. Serry assumes no liability or responsibility for a party’s failure or inability to electronically sign any Serry Documents within such a period of time.
- 3.3. **Deletion.** Serry may delete an Account and Customer Data, including without limitation Serry Documents (whether complete or not), upon the expiration of the Subscription Term or termination as described in Section 7 of Schedule 1 (Additional Terms for Serry Services). In addition, Serry may delete Serry

Document(s) in a Customer Account at the explicit direction of such Customer and such deletion may also result in the deletion of such Serry Document(s) from a Signer Account. Signer hereby acknowledges that any Serry Document(s) sent by another Customer to Signer shall be deleted from the Signer's Serry Account when such sending Customer initiates a purge of such Serry Document(s) from the sending Customer(s) Account. Signer acknowledges its responsibilities regarding Customer Data under Section 4(a) below and hereby agrees that it is solely responsible for maintaining, if desired, backup copies of its Serry Documents (including backup copies stored outside of Serry Contracting) and further agrees that Serry is not responsible for: a) storing Serry Documents in a Signer Account after a sending Customer Account purge of such Serry Documents; or b) maintaining backup storage of Serry Documents on behalf of Signer.

3.4. **Retention of Transaction Data.** Serry may retain Transaction Data for as long as it has a business purpose (which if required under applicable law, is covered by a legal basis) to do so.

3.5. **Usage Data.** With respect to this Service Schedule, Usage Data may include, without limitation, any data models created, extrapolated, derived from, adapted, enhanced, or developed by Serry using Customer Data and Customer's and/or its Authorised User's use of the Serry Services, and any underlying data architecture, including, without limitation, the data infrastructure, schema, rules, components, specifications, methods or processes and components that dictate how data interacts and is organized, calculated or translated from various sources into one or more meaningfully defined data models and related security protocols as integrated and applies at each stage of data processing. Without limitation of any term in the Terms, Serry may analyze Customer Data and Customer usage patterns using techniques such as machine learning in order to improve and develop Serry's current and future products, services, methods, and processes. Any output from such machine learning techniques, including the resultant machine learning models, is deemed Usage Data that is owned by Serry. Serry retains all right, title, and interest in and to the Usage Data, and any unauthorised use of Usage Data is strictly prohibited.

4. INFORMATION SECURITY AND PERSONAL DATA

4.1. **Customer Responsibilities.** Serry Contracting provides Customer with certain features and functionalities that Customer may elect to use, including the ability to retrieve and delete its Serry Documents in the System. Customer is responsible for properly: (a) configuring Serry Contracting; (b) using and enforcing controls available in connection with Serry Contracting (including any security controls); and (c) taking such steps, in accordance with the functionality of Serry Contracting, that Customer deems adequate to maintain appropriate security, protection, deletion, and backup of Customer Data, which include controlling the management of Authorised Users' access and credentials to Serry Contracting, controlling Customer Data that is Processed by Serry Contracting,

and controlling the archiving or deletion of Serry Documents in the System. Customer acknowledges that Serry has no obligation to protect Customer Data, including Personal Data (defined below), that Customer elects to store or transfer outside of Serry Contracting (e.g., offline or on-premise storage).

- 4.2. **Information Security.** Serry will employ commercially reasonable technical and organisational measures that are designed to prevent unlawful or unauthorised access, use, alteration, or disclosure of Customer Data.
- 4.3. **Data Processing/Transfer.** The Data Protection Attachment for Serry Services (“DPA”) applies to the processing of Personal Data (as defined in Section 1 of the DPA).
5. **ACCOUNTS & ORGANISATIONAL ADMINISTRATION.** Each Account is associated with a single email address. If the domain of the primary email address associated with an Account is owned by a business or other organisation (“Entity”) and was assigned to Customer as an employee, contractor or member of the Entity, such as yourname@youremployer.com or yourname@nonprofit.org (“Entity Email Address”), Customer grants that Entity and its Account Administrator(s) permission to: (a) identify Accounts created with an Entity Email Address; and (b) restrict or terminate access to an Account created with an Entity Email Address. Customer acknowledges and agrees that Serry may assist Entity with such administration.
6. **SUBSCRIPTION PLANS & PRICES.** The prices, features, and options of Serry Contracting depend on the Subscription Plan selected by Customer as well as any changes instigated by Customer. For example: (a) if Customer adds Authorised Users, Serry will charge the applicable subscription amount for each additional Authorised User; or (b) if Customer sends more Serry Documents than are included in your Subscription Plan, Serry may charge for additional Serry Documents or assign Customer to a new Subscription Plan. Customer may also purchase optional services on a periodic or per-use basis. To the fullest extent permitted under applicable laws, Serry may change the prices for or alter the features and options in a particular Subscription Plan without notice.
7. **SPECIFIC CAP ON DAMAGES.** NOTWITHSTANDING SECTION 9.2 OF THE TERMS, OUR TOTAL LIABILITY TO YOU FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO SERRY SERVICES PROVIDED UNDER THIS SCHEDULE 2 (INCLUDING WITHOUT LIMITATION WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO SERRY FOR THE SERRY SERVICE(S) GIVING RISE TO THE CLAIM UNDER THIS SCHEDULE 2 DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT GIVING RISE TO LIABILITY, OR HK\$500, WHICHEVER IS GREATER.