

## **Website Terms and Conditions**

### **Acceptance of Terms**

This section sets out the terms and conditions (these “Terms”) of your access to <https://www.latipay.asia> (the “Site”), including all sub-pages on the Site, which are operated by Latitude Technologies Limited (“Latipay”) or where you may use or have access to the services provided by Latipay (the “Service”). If you are an individual, you must be above eighteen (18) years old and competent to contract under the applicable laws to access or use the Service. If you are a merchant or business, your business must be validly organised and operating legally in the jurisdiction where Latipay has operation in order to use the Service. By accessing the Site, you are agreeing to these Terms.

We may amend these Terms at any time by posting an updated version. The updated version of these Terms shall take effect immediately upon posting. Each time you access the Site, you confirm that you agree to be bound by these Terms as may be amended from time to time.

Unless otherwise indicated or the context requires otherwise, reference to “Latipay”, “we”, “us” or “our” in these Terms include Latipay and its affiliates that are involved in providing the Service, and such affiliates are joined as parties to these Terms with respect to the Service they provide.

### **Your Use of the Site**

You may use the Service to facilitate payments in connection with your online purchases for products or services concluded on or through e-

commerce websites, apps or other platforms. For the avoidance of doubt, Latipay doesn't provide payment service to you. Latipay provides technical support to payment methods or funding channels provided by the banks, e-wallet service providers or other payment service providers with which you have opened account or registered services ("Your Payment Service Providers"). Latipay is not acting as a trustee, fiduciary or escrow with respect to your funds and it does not have control of, nor liability for, the products or services that are paid for using the Service, including the provision, use or condition of such products or services.

If you are using the Service on behalf of a company, partnership, association, government or other organization, you warrant that you are authorized to do so and that you are authorized to bind your organization to these Terms. In such circumstances, 'you' or 'user' will include your organization.

## **Your Responsibilities**

You will use the Site in good faith and in compliance with all applicable laws and regulations. The information and material you provide in connection with the use of the Site must be true, lawful and accurate, and is not false, misleading or deceptive.

You shall not use the Site to defraud Latipay, our affiliates or other members or users, or service providers, or engage in other unlawful activities (including without limitation dealing in products or services prohibited by law). You shall not use the Site for any illegal activities or in a manner that may result in complaints, disputes, claims, penalties

or other liability to Latipay, other users or third parties or may be regarded as an abuse of the Site.

If we, in our sole discretion, believe that you may have engaged in the above restricted activities, we may suspend or restrict your access to the Site.

### **Transmission through the Site**

Due to the nature of the Internet, transactions conducted or messages sent through this Site may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission. Under no circumstances shall Latipay be held liable for any failure in the communication networks, or the accuracy or timeliness of messages and transactions sent via the Site whatsoever.

### **Disclaimers**

The material displayed on the Site is provided without any guarantees, conditions or warranties as to its accuracy or completeness. Whilst we have taken care in preparing the content and information contained on this Site, such content and information are provided "as is" without warranty of any kind, whether express or implied. In particular, no warranty about non-infringement, security, accuracy, fitness for a purpose or absence of computer viruses is given in connection with such content and information.

To the full extent permitted by law, Latipay and our affiliates shall not be liable for any indirect, consequential, incidental, special or punitive damages, including without limitation damages for loss of profits or revenues, business interruption, loss of business opportunities, loss of data or loss of other economic interests, whether in contract,

negligence, tort or otherwise, arising from your use of or inability to use the Site.

## **Privacy**

You agree that we may collect, hold, use and transfer your personal data in accordance with the Latipay Privacy Policy.

## **Trademark and Copyright**

Any and all intellectual property rights associated with the Site <https://www.latipay.asia> are the sole property of Latipay, our affiliates or third parties.

We and other parties (as applicable) own the trademark, trade names, graphics, logos, icons and service marks (the “Trademark”) that are used or displayed on this Site. You are not allowed to use any Trademark used or displayed on this Site without our or such other parties' prior written permission.

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You may print off one copy, copy and may download extracts, of any page(s) from the Site for your personal reference and you may draw the attention of others within your organization to material posted on our Site. You must not modify the paper or digital copies of any materials you have printed off copied or downloaded in any way, and you must not use any illustrations, photographs, video or audio

sequences or any graphics separately from any accompanying text. You must not use any part of the materials on the Site for commercial purposes.

## **Suspension and Termination**

Latipay may establish general practices and limits concerning use of the Site. Latipay reserves the right to change, suspend, discontinue or restrict access to all or any part of the Site at any time, including hours of operation or availability of the Site or any Site feature, without notice and without liability.

## **General**

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region (“Hong Kong”).

These Terms act as general policy which is applied to you in relation to the Service. In the event of any conflict between these Terms and other special policies issued by Latipay, the provisions of the other policies shall govern and control.