



## Terms and Conditions





## 1. Introduction

- 1.1. Fin Points Technology Pte. Ltd. (also as "Fin Points Tech", "We", "Our", "us") is a private limited company, registered in Singapore with its registered office address at 18 Howard Road #10-05, Novelty Biz Centre, Singapore aiming at providing one-stop solutions for institutions and retail brokers across the global foreign exchange, commodities, crypto-currency and futures markets.
- 1.2. This Terms and Conditions is comprised of several documents as amended by us from time to time according to your selected products or services and shall exert equal legal effects with the Terms and Conditions and govern the use of your chosen products and services in any other situations without consent.
- 1.3. For your benefit and protection, please ensure that you take sufficient time to read the Terms and Conditions as well as any other additional documentation and information available to you, including but not limited via our Website, emails or brochures prior to your business with us. You should contact us for any further clarification or seek independent professional advice if necessary. By accepting the above clauses, you enter into a legally binding Terms and Conditions with us and you acknowledge that you have read and understood the Terms and Conditions with additional documentation.

## 2. Our Products and Services

We, as a fintech company, serves one-stop financial IT solution services for our clients who intend to establish its own trading systems with different customized types of IT products and services.

- 2.1. Our products and services mainly include CRM System, Social Trading System, Cloud Servers, MT4/MT5 White Label Solutions, MT4/MT5 Hosting and Managed Services, Website Structuring and Designing etc., committing to provide clients with quality, comprehensive and diversified IT solutions.
- 2.2. Fin Points Tech as well as has built up an experienced technical research and development team to program applicable customized products based on owned licensed software and as professional back-up supporters to settle all IT problems and to optimize the user experience.
- 2.3. With different business purposes, clients may adopt various products and services, to identify the details of your use of our products and services with your consent and cooperation, please refer to the Appendixes attached the Terms and Conditions if there is any.



### 3. Rights and Obligations of Clients

- 3.1. You reserve the full rights to protect your business data, including but not limited to the personal information of your customers, transaction details of your customers, or any finance data involved in your operations.
- 3.2. You reserve the right for compensation from Fin Points Tech for any losses caused by Fin Points Tech. The compensation details shall be different case by case and the amounts shall not be exceeded to your payments.
- 3.3. You shall admit any information in this Terms and Conditions as business confidentiality and you are required not to disclose to any third parties in any case without our mutual consent.
- 3.4. You understand that in intentional or unintentional causes you are not allowed to permit or authorize to modify our products or services, or translate into other languages, or reverse decryption, decompilation or disassembling of our products and services including but not limited to any component or any part thereof.
- 3.5. You acknowledge and agree that Fin Points Tech has the right to use the name, logo, trademark, brand or any other symbolized products of your company only for marketing and promotion purposes.
- 3.6. You shall be responsible for all costs incurred by the use of the Internet as a result of your use of the product and services for products and services that may require the Internet for normal operation.
- 3.7. You shall bear all responsibility to carry all costs for any losses caused by Internet problems, including but not limited to unstable internet, server breakdown, and hackers attack, by your use of our products or services.
- 3.8. You understand that our products and services may be incorporated into, and may incorporate itself, into software and other technology owned or controlled by third parties. The use of any such third-party software or technology incorporated into our products and services shall also adapt to this Terms and Conditions.
- 3.9. When you consent to use third-party products or services, you will be subject to its terms and licenses if applicable and you agree to comply with such provider's terms of products and services and that the third-party provider is solely responsible for delivery of its services to you and your use of them.
- 3.10. You acknowledge and agree that all intellectual property rights of all our products and services provided to you including but not limited to software, website, online references, promotion documents, product brochures are and shall remain the exclusive property of Fin Points Tech.
- 3.11. You understand that you shall not be allowed to possess the proprietorship of any product or services provided by Fin Points Tech, hereby not conducting any business activities by misappropriating the proprietorship of the according to software or systems without our mutual consent, which shall be strictly forbidden.



- 3.12. You understand that you shall not be allowed to sell, assign, rent, lease, distribute, export, import, or otherwise grant rights to use our product or services or any part thereof to a third party for any purposes without our mutual consent.
- 3.13. You are not allowed to have any right to enhance or update any version or guarantee the continuous availability of our product or services in any cases for any purposes.
- 3.14. You are only entitled to the limited use of the licensed products and services that are granted to you clearly in this Terms and Conditions and the Appendixes; and You shall not take any action to jeopardize, limit or interfere with the intellectual property rights in any cases for any purposes.
- 3.15. You acknowledge and agree that any unauthorized use of the intellectual property rights shall be regarded as a breach of this Terms and Conditions, as well as a breach of the international intellectual property laws and regulations, including without limitation copyright laws and trademark laws.
- 3.16. You acknowledge that all intellectual property rights in and to any third-party contents including but not limited to software, website, online references, promotion documents and products brochures that is not included in our products and services but may be accessed through use of our products and services, shall be credited to the respective content providers and may be protected by applicable copyright or other intellectual property laws and regulations. This clause survives the termination of this Terms and Conditions.
- 3.17. You agree to maintain the value and reputation of Fin Points Tech, including but not limited to our products and services, our brand or names.
- 3.18. You shall not reserve the rights to use promotional documents of Fin Points Tech for commercial purposes without mutual consent, including but not limited to our trademarks and logos. This clause survives the termination of this Terms and Conditions.
- 3.19. You shall not use our products and services in any third-party products that as we investigate and regard it as actually or potentially fraudulence or inappropriateness or breach the provisions of this Terms and Conditions or the Appendixes.
- 3.20. You understand that our products and services that you use may utilize resources of your applicable devices that you are utilizing, including but not limited to CPU, memory and network connectivity for the limited purpose of providing the functionality of our products and services and establishing a connection with us. Fin Points Tech will exert our full and reasonable efforts to protect the privacy and integrity of your computer resources and data. However, you acknowledge and agree that Fin Points Tech shall not give any warranties in this respect.
- 3.21. You acknowledge and agree that Fin Points Tech has no obligation to make available to you any subsequent versions of our products and services.
- 3.22. You agree that all products and services that you consent to use in the Terms and Conditions and Appendixes shall be provided in compliance with all applicable laws and regulations and you have full responsibility to bear any losses that may occur due to your breach of the according to laws and regulations.



- 3.23. You may use our products and services in any country, in accordance with the terms and conditions of this Terms and Conditions. Nevertheless, you shall confirm all your business activities combined with our products and services are of full compliance in local laws and regulations. You shall fully bear the responsibility for any losses caused by your misuse of our products and services.
- 3.24. You hereby specifically acknowledge that your rights to use our products and services are strictly subject to full compliance with this Terms and Conditions and the Appendixes, and any breach of this Terms and Conditions or any applicable Appendixes shall give rise to automatic right of termination by Fin Points Tech and the prohibition to use the Product.
- 3.25. You acknowledge and agree that by accepting this Terms and Conditions and the Appendixes and using our products and services, you do so on behalf of the Company and with the express authorization of business of the company that both you and the company shall be bound by this Terms and Conditions and the Appendixes in respect of the use of our products and services.
- 3.26. You represent and warrant that you have the authority to be on behalf of the Company. If you do not have such authority, then we shall terminate the Terms and Conditions without prior notice and you shall bear all losses of both parties it may induce.
- 3.27. You shall not remove or hide, modify, take over, reverse engineer, decompile, decrypt, disassemble, compromise the integrity of the security system of the executable code of our products and services.
- 3.28. You shall not alter the user interface of our products and services without our mutual consent.
- 3.29. You shall comply with the requirements and specifications relating to the design, use, and presentation of our products and services in any cases.
- 3.30. You shall not distribute our products and services neither online nor offline through anyways including but not limited to websites and applications that Fin Points Tech regards as in any way similar to or infringe the intellectual property rights of us without mutual consent.
- 3.31. You agree that all your business used by or related to our offered products and services, shall be provided in compliance with the laws and regulations applicable in your region. For any losses caused by the respect of your business compliance with applicable laws and regulations, you should fully bear the responsibility.
- 3.32. You shall not use our products or services to create any applications or hardware device that sends unsolicited communications for any purposes even protected by applicable laws and regulations to any third parties.
- 3.33. Where you are in breach or we have reasonable grounds to believe you may be in breach of any term contained in the Terms and Conditions, we reserve the right to temporarily or terminate your usage, including but not limited to the access authorities or take any other actions.
- 3.34. You shall not have the right in any intellectual property belonging to us, including but not limited to our products and services, websites, applications, systems, any data, information, documentation or creation, which shall be protected in accordance with the applicable rules.



- 3.35. You shall not cause or permit any action to be caused which might endanger or damage any intellectual property belonging to us.
- 3.36. You understand that you shall not copy, reproduce, duplicate, translate, assume ownership or otherwise of any right belonging to us.
- 3.37. You understand that in order to provide you with our products and services, we may enter into Terms and Conditions with external service providers for any activity or operation we may conduct. We shall do so in accordance with the applicable laws and regulations.
- 3.38. Any communication sent to you by Fin Points Tech is intended to be received by you only. You are therefore responsible for keeping any information we send to you privately and confidential.

#### 4. Rights and Obligations of Fin Points Tech

- 4.1. We may revise, modify, cease to provide or require you to immediately cease using the products and services, which may result in loss of compatibility, access to functionalities of our products and services, networks, systems, websites, servers, tools, information and databases, or other commercial activities related thereto, from time to time. We shall exert our efforts to deliver applicable notices if time permits but shall not guarantee and bear no responsibility for any losses inevitable.
- 4.2. We shall not refund your deposit or paid service charge without mutual consent except certain cases; for details, you could refer to our independent "Refund Policy".
- 4.3. Fin Points Tech shall have no obligation whatsoever to support or maintain any such third-party products or services, nor will Fin Points Tech have any liability, regardless of the nature of the claim or the nature of the claimed or alleged damages, including, without limitation, direct, indirect, incidental, consequential or punitive damages, for any claim arising from or related to the use or distribution of the third-party products and services.
- 4.4. Fin Points Tech shall disclaim any representations and warranties, express, implied or statutory with respect to any such third-party products and services, including but not limited to any warranties of merchantability, compatibility for a particular purpose, system integration and data accuracy.
- 4.5. Where information we provide to you via including but not limited to our products and services, with any links to other websites or resources from third parties, these links are only for information. We have no control over the content, quality or security of the information contained on those websites or resources, and therefore we bear no responsibility for any loss, including but not limited to financial loss, loss of opportunity or any kind of loss or responsibilities that may arise from your use.
- 4.6. We take reasonable care in trying to ensure that any information or content, including but not limited third-party information on our products and services, website, applications, e-mail communications from us is accurate and complete. However, some information may be provided "as is" and on an "if available" basis, which may not be clearly explained as expected, or we are not able to consider all the situations or conditions. Therefore, we shall not give any warranties or representations either expressed or implied, relating the said information; and we bear shall no





responsibility for any loss, including but not limited to financial loss, loss of opportunity or any kind of loss or responsibilities that may arise from your use.

- 4.7. Fin Points Tech retains all intellectual property rights of our products and services in and to software and systems and any derivative works thereto created by or for Fin Points Tech. This clause survives the termination of this Terms and Conditions.
- 4.8. Fin Points Tech reserves the right to add additional features or functions, or to provide programming fixes, updates and upgrades, to our products and services. We shall exert our efforts to deliver applicable notices if time permits but shall not guarantee and bear no responsibility for any losses inevitable.
- 4.9. Fin Points Tech also reserves the right to amend the product specifications and conditions, as available from our Website from time to time when we deem it necessary. You shall ensure to remain updated with regards to our product specifications and conditions, as well as any other information which may be of your interest, and you shall take all necessary actions to safeguard your interest where you believe you may be affected in any way by any such amendments. You understand that you will continue to be bound by the Terms and Conditions in the events of any these amendments taken place. However, nothing in this clause shall affect your right to terminate the Terms and Conditions, without any penalty whatsoever, subject to any existing obligations.



4.10. We shall enter into instructions with you and conclude them in good faith. Within the Terms and Conditions, when issues occur, we shall perform our duties to solve it with your cooperation in line with following priorities and processing time,

Priorities	Description	Processing time
1 - high	Seriously affect normal business transactions and fail to execute core business activities which is often caused by following factors: <ul style="list-style-type: none"><li>• The breakdown of servers or operation systems;</li><li>• The breakdown of core function or dependent applications of systems;</li><li>• Other factors excluded the above;</li></ul>	1 hour
2-Middle	Affect normal business and actually have negative impacts on business operations, but core functions can still be operated normally, which is often caused by following factors: <ul style="list-style-type: none"><li>• Version updates of software or system;</li><li>• Modification or revision of core functions;</li><li>• Other factors excluded the above;</li></ul>	4 hours
3-Low	Affect normal business but have no negative impacts on actual business operations	24 hours





## 5. Quotation and Payments

- 5.1. For any price information and clauses related to your selected products and services, you should conform to the Appendixes which shall elaborate the price details.
- 5.2. We shall send you payment notice with amounts and information in written. It is your responsibility to complete the payments before the due date. Payment details shall be varied from different products and services. For more details, you shall refer and conform to the Appendixes.

## 6. Conflicts of Interest

- 6.1. Conflicts of interest may arise when our interests compete or interfere or appear to compete or interfere with your interests under the Terms and Conditions. You understand and agree that where such conflicts arise, we will make our best to mitigate them.
- 6.2. We shall take all reasonable steps to identify and manage any potential or actual conflicts of interest under applicable laws and regulations between:
  - a) Us and any affiliated entity or the third party;
  - b) Us and you;
  - c) You and any other client, including but not limited to the introducing broker and agents.

## 7. Data Collection and Privacy Protection

- 7.1. By entering into the Terms and Conditions, you consent us to store and process the data you provided us upon your registration and transactions, which may be considered sensitive.
- 7.2. You have the right to withdraw your consent at any time by notifying us in writing. However, as we may not be able to provide you with our services should you choose to do so, we reserve the right to refuse to enter into, or terminate the Terms and Conditions.
- 7.3. We will not disclose or share any of your information to third parties without your consent, except in the event we are required to do so by regulatory authorities or judiciaries upon their legitimate request; or to enable us to provide you with our services as well as to improve these from time to time. The latter includes but is not limited to marketing companies, business partners, IT service providers and other financial institutions such as payment services providers and banks. However, we will take all reasonable and secured steps to do the above.
- 7.4. We will take all reasonable steps to keep your personal data safe, but you shall understand information transmission via the internet or other networks is not always completely secure. Therefore, we bear no responsibility for any data leakage due to the reasons including but not limited to commercial espionage, criminal activities, hacker activities, or upon requests from legitimate regulatory authorities.
- 7.5. Except products or services of Fin Points Tech from our websites, as well as the individual functions or services, we may collect information about you.



- 7.6. We may collect non-personal information about your use of products and services, including but not limited to visit on our websites or use of additional services, including pages you have viewed, links you have clicked, as well as other actions related to your use of our products or services. We may also collect certain technical information about your log-in devices or PC, including but not limited to your IP address, the type and model of your device, the user-defined device name, the type and version of the operating system, about your time zone and geolocation, as well as device language and localization information.
- 7.7. We use personal and non-personal information provided to us electronically via our products and services or websites or applications to, including but not limited to, register users, administer and improve our applications and associated services, to analyse the application use statistics and policy, as well as for other purposes approved by you separately in additional agreements or Appendixes accepted by you.
- 7.8. We also use your personal information to communicate with you in other ways. For example, if you contact us via our systems, we may use your personal information to respond. This information is also used for statistical analysis to tailor content to usage patterns.
- 7.9. We may combine personal information we collect from you with personal information provided by other users, in a non-identifiable format, thus creating aggregate data. We plan to analyse aggregate data mainly to identify group trends. We do not link aggregate user data with personal information and aggregate data can therefore not be used to contact or identify you. We will use user names instead of actual names when creating and analysing aggregate data. For statistical purposes and tracking group trends, anonymous aggregate data may be shared with other companies with which we have relationships.
- 7.10. Personal and confidential data processing in our company is carried out on a legal and fair basis and is limited to the achievement of specific, pre-defined and legitimate objectives.
- 7.11. In order to ensure the security of personal data during processing, we take the necessary organizational and technical measures to protect such personal data against unauthorized or accidental access, destruction, modification, blocking, copying, provision, distribution, as well as other unlawful acts regarding personal data. Nonetheless, we cannot guarantee that misuse of your personal information by infringers will not occur.
- 7.12. You understand that we are required to keep all records of your data and dealings with us for as long as necessary under the laws and regulations.

## 8. Exemption Clauses

- 8.1. You understand that you will not reserve the right of compensation and that we will bear no responsibility as a result of including but not limited to,





- a) Negligence, fraud, breach of the Terms and Conditions, or the laws and regulations or any other act or omission by you;
  - b) Unavailability of the Facilities or any other system, unless this is due to wrongdoing by us;
  - c) Where you are unable to access the Facilities or any other system, or any delay you may suffer when attempting to contact our Customer Service Department or supporting staff, unless this is due to wrongdoing by us.
- 8.2. We shall take reasonable steps to ensure compliance with any applicable laws and regulations, including but not limited to where we may fail to execute any instruction from you or your authorized representatives which may result in us breaching the applicable laws and regulations.
- 8.3. Any other event or circumstance which is outside our control on which you could refer to the clauses of "Force Majeure".
- 8.4. Except in the event of negligence or fraud by us, we shall bear no responsibility for any loss as a result of any acts or omissions, whether carried out by you or by a third party on your behalf, in relation to your transactions with us.
- 8.5. Commonly neither party shall be liable for any loss which may arise resulted by unforeseeable events at the time when the Terms and Conditions was made effective, nor shall any party be liable for any loss that were not caused by any breach of the terms contained herein.
- 8.6. Where we outsource any services to third parties, you understand that we are unable to control any activities conducted by third parties nonetheless. Therefore, we shall not be liable for any loss that you may suffer resulted by acts or omissions from the third parties; however, we shall endeavor to minimize any loss that you may suffer resulted by an act or omission of the third parties, unless this is due to wrongdoing by us.
- 8.7. We shall not be liable for any failure to access the Facilities. We are not responsible for any delays, delivery failures, or any loss or damage resulted from the transmission of information over any network, including but not limited to the internet stability.

## 9. Indemnity Clauses

- 9.1. You shall indemnify us on demand against all liabilities, costs, expenses, damages including reputational and losses including but not limited to any direct, indirect or consequential losses, and all interest, penalties and professional costs including but not limited to consulting costs, legal fees, administrative costs and expenses calculated on a full indemnity basis, including but not limited to travel and accommodation expenses incurred by us as a result of:
- a) Your breach of the Terms and Conditions;





- b) The clauses by you of any false or misleading information to us; and/or
- c) The enforcement of the Terms and Conditions.
- d) In general, indemnity means a sum of or a part of the money paid as compensation for suffered losses.

## 10. Force Majeure

This section refers to special events which may occur from time to time, and which prevent us from performing any or all of our obligations and is outside our control that, whilst it is reasonably likely to occur, or may be imminent, we cannot be expected to be prepared for, or we cannot prevent its occurrence. These special events include but not limited to as bellows,

- 10.1. Any events of the natural, technological, political, governmental, social, economic, pandemic, civil emergency, the act of terror, war, interruption or failure of utility service.
- 10.2. Non-performance by a third party, destruction caused by others or any similar event which is outside our reasonable control.
- 10.3. Instances of illegitimate actions, errors, failures, disruptions in our systems, technological or other infrastructure irrespective of whether it belongs to us or a third party against our servers.
- 10.4. Changes in the applicable laws and regulations, any action of an official or governmental or any other change in our legal or regulatory authorities as a result of unforeseeable events.
- 10.5. An act or omission or policy by any legal authorities or other institutions that we are unable to predict or prevent.
- 10.6. Any event that we are unable to predict or prevent, prevents the Facilities or the systems from operating on an orderly or normal basis.
- 10.7. Abnormal market conditions, such as significant volatility or instability in the markets, or the industry as a whole, preventing us from providing our services in an orderly manner, including any instance where we are unable to receive data or we receive incorrect data from our service providers or third parties.
- 10.8. Any other event or circumstance which is unforeseeable within reasons.
- 10.9. You clearly understand that in the above events, we bear no responsibility for any direct or indirect loss including but not limited to financial loss, loss of opportunity or any kind of loss or responsibilities; and you shall not have the right of compensation.



## 11. Amendments

- 11.1. We reserve the right to amend, from time to time and without your consent, any part of the Terms and Conditions, especially in, but not limited to, circumstances where we deem it necessary in order to comply with any obligation under the laws and regulations. In these events, we will notify you either in writing or via our Website.
- 11.2. Where we deem that any amendment is material or would change the balance in our benefits or yours, such amendments will take effect on the date specified in our notice to you, in order to provide you with prior notice and your right to cancel the Terms and Conditions.
- 11.3. You have the right to cancel the Terms and Conditions where you do not agree with any amendment made by Fin Points Tech in the same way, we reserve the right to terminate the Terms and Conditions where you do not agree with any amendment we shall make.
- 11.4. Any amendment will affect all ongoing transactions between you and us, unless stated clearly in our notice.
- 11.5. You shall remain up-to-date with any change we make to the Terms and Conditions. The applicable version at any time shall be the latest version available on our Website. In the event of any dispute, the latest version available at the time of the dispute shall prevail.

## 12. Fraud and Inauthenticity

- 12.1. Fraud and inauthenticity for any information provided by you are prohibited, which includes but not limited to,
- 12.2. Unauthentic information or actions before or in the validation of this Terms and Conditions;
- 12.3. Unjust enrichment of your business;
- 12.4. Illegal business activities;
- 12.5. Any other business activities including but not limited to promotional activities that are not complied with the applicable laws and regulations.
- 12.6. We reserve the right to declare the above situations related authorities under the applicable laws and regulations, and we shall not bear any responsibility to the consequences which may result in legal or administrative liability.
- 12.7. We reserve the right to terminate and cancel all your business relationship with us. You understand that you may be prosecuted by legal authorities and lose all your profits and benefits even though it has been settled as we shall ensure that it is against the laws and regulations or common justice.



12.8. You shall be fully responsible for your losses.

### 13. Cancellation and Termination

13.1. You may terminate the Terms and Conditions at any time and for whatever reason with our mutual consent by providing us with a written notice via e-mail with your registered e-mail address or by post to our official address, provided that there are no any outstanding obligations to us.

13.2. We may terminate the Terms and Conditions at any time and for whatever reason with mutual consent by providing you with a written notice, except in any event of the clauses of "Force Majeure" occurring. Where we decide to terminate the Terms and Conditions, we will specify the termination date and we will proceed.

13.3. We shall terminate the Terms and Conditions with immediate effect in the events including but not limited to:

- a) A breach of any part of the Terms and Conditions by you;
- b) Where we have reasonable grounds to believe that you have not acted in good faith.
- c) Your bankruptcy;
- d) A breach of any applicable laws and regulations by you;
- e) A breach of any other our policies or procedures.

13.4. Termination of the Terms and Conditions shall not imply that any of your responsibilities cease to exist. You will still be liable to pay us which including but not limited to the below or we will have the right to take legal actions,

- a) Any amount due to us.
- b) Any expenses incurred by us as a result of the termination of the Terms and Conditions.
- c) Any damage arose after an arrangement or settlement.

13.5. Upon termination of this Terms and Conditions, immediately you shall not have the right to use our products and services and you must immediately cease any and all use of our products and services and you must immediately remove our products and services from all your accessible devices, including but not limited to hard drives, servers and other storage media and destroy all copies of our products and services in your possession or under your control if it is applicable.



## 14. Governing Law

The Terms and Conditions with appendixes shall be governed and construed in accordance with the applicable law in Singapore and in respect of all matters if there is any shall consent to the exclusive jurisdiction of the Courts in Singapore.

## 15. Acknowledgment

- 15.1. You shall understand that the products and services that you have selected shall be restrictively used in any illegal activities.
- 15.2. Under no condition you shall ensure that all of your business is of full compliance with laws and regulations in related jurisdiction regions. Any illegal activities shall be strictly restricted in any form of fraudulence or illegal fund-raising.
- 15.3. Fin Points Tech shall reserve the right to take legal actions if there are any direct or indirect losses including both financial and reputational caused by your illegal business activities.
- 15.4. You hereby represent and warrant that you have not been coerced, or otherwise persuaded to enter into the Terms and Conditions, nor have you entered into the Terms and Conditions based on any representation other than what is included herein.
- 15.5. Where you are an individual (i.e. a natural person), you warrant that you are over 18 years of age at the moment of entering into the Terms and Conditions.
- 15.6. Where you are a legally incorporated entity (i.e. a juridical person), you warrant that by entering into the Terms and Conditions you will not be in breach of your own constitutional documents or any laws and regulations from the jurisdiction where you are incorporated.
- 15.7. You warrant that you are aware of any requirement and implication, including, but not limited to any restriction or reporting requirement set by your local jurisdiction as a result of entering into the Terms and Conditions. We shall not be liable for any requirement imposed to you by your local authorities, therefore you shall undertake to comply with any applicable requirement.
- 15.8. You understand that we shall not engage into any business relationship with residents in the countries of the United States, Canada, North Korea, Cuba, the Kingdom of Bahrain, Egypt, Iran, Iraq, Israel, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, Syria, Palestine, UAE, Yemen. Please consult our Customer Service Department if you have any inquiries in this regard.



## 16. General Provisions

### 16.1. Entire Terms and Conditions

The terms and conditions of this Terms and Conditions and the Appendixes that you have signed constitute the entire Terms and Conditions that governs the relations between you and Fin Points Tech with respect to our products and services and will supersede and replace all prior understandings, unless they were prepared as a separate document and executed in writing.

### 16.2. Partial Invalidity

If any clause under this Terms and Conditions, or any part of terms or conditions, is found by a court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, and the term and condition or part thereof in question is not of a fundamental nature to the Terms and Conditions as a whole, the legality, validity or enforceability of the remainder of the Terms and Conditions including the remainder of the part which contains the relevant terms and conditions shall not be affected.

### 16.3. No waiver

The failure to exercise or delay in exercising a right or obligation provided by this Terms and Conditions or by applicable laws and regulations or related authorities shall not constitute a waiver of that right or obligation, nor shall it preclude or restrict any further exercise of that or any other right or obligation.

### 16.4. Survival

The terms of Clause 3 and Clause 4 as well as any other clauses of this Terms and Conditions which are expressed to survive or operate in the event of termination, shall survive termination of this Terms and Conditions for whatever reason.

## 17. Language

17.1. The Company's official documentation language is English, and contact languages include English, Mandarin and Cantonese.

17.2. The original English version of the Terms and Conditions may have been translated into other languages. In the event of inconsistency or discrepancy between the English version of the Terms and Conditions and any other language version, the English language version shall prevail. Any translation or information provided in languages other than English is for information purposes only and do not bind the Company or have any legal effect whatsoever. Therefore, in case where there may be disagreements, the English version shall prevail.