

Updated: May 27, 2021

Please read these Terms of Use (this “Agreement”) fully and carefully before using the Site and Services (as described in Section 1 below). This Agreement sets forth the legally-binding terms and conditions for your use of the Site and Services. BY REGISTERING FOR AND/OR USING THE SERVICES IN ANY MANNER, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THIS AGREEMENT AND ALL OTHER OPERATING RULES, POLICIES AND PROCEDURES REFERENCED HEREIN, EACH OF WHICH IS INCORPORATED HEREIN BY THIS REFERENCE AND EACH OF WHICH MAY BE UPDATED FROM TIME TO TIME AS SET FORTH BELOW, TO THE EXCLUSION OF ALL OTHER TERMS. You may not use the Services if you do not unconditionally accept this Agreement. If you are accepting on behalf of an organization, you represent and warrant that you have the authority to do so; however, if your organization has entered into a separate contract with TSWork covering its use of the Services, then that contract shall govern instead.

In this Agreement, “Customer” shall refer to you, unless you are accepting on behalf of a company in which case “Customer” shall mean that organization; and “TSWork” shall refer to a Hong Kong company with a principal place of business at Unit 207, 2/F, APEC Plaza, 49 Hoi Yuen Road, Kwun Tong, Hong Kong. TSWork and Customer are each referred to in this Agreement as a “Party” and collectively as the “Parties.” In consideration of the terms and covenants set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

TERMS OF USE

1. TSWork's Services.

TSWork offers a variety of messaging services ("Services") described at this website (the "Site"), which include its APIs, SDKs, software, code snippets, documentation, technical support, the Site itself, and the features, functionality, and connectivity provided through TSWork's proprietary platform. This Agreement governs the Parties' respective obligations regarding all Services provided to or used by Customer.

a. Additional Terms and Policies. This Agreement incorporates the following additional policies:

i. Privacy Policy, <https://www.TSWork.com/legal/privacy-policy> ("Privacy Policy")

ii. Acceptable Use Policy, <https://www.TSWork.com/legal/communications-apis/acceptable-use> ("AUP")

iii. Supplemental Terms for Certain TSWork Services, <https://www.TSWork.com/legal/communications-apis/supplemental-terms> ("Supplemental Terms")

TSWork may update the foregoing additional terms and policies from time to time by posting a notice on the Site or by sending Customer notice through the Services.

b. Changes. Changes in the industry, carrier and other partner requirements, applicable law and regulations may require TSWork to make changes to the Services from time to time. It is Customer's responsibility to ensure that its usage is compatible with the then-current Services. TSWork endeavors to maintain backward compatibility, but where it cannot, it will make commercially reasonable efforts to provide notice prior to implementing changes that do not maintain backward compatibility. TSWork may in its reasonable discretion suspend or discontinue any of the Services or component thereof at any time by posting a notice on the Site or by sending Customer notice through the Services, or by another appropriate means of electronic communication.

c. Telephone Numbers. Customer acknowledges and agrees that its use of the Services or any of the telephone numbers that TSWork may provide in connection with use of the Services do not grant Customer any ownership or other rights in the telephone number other than the limited, revocable use rights expressly set forth in this Agreement. Customer does not have the right to use those telephone numbers indefinitely. Customer acknowledges and agrees that telephone numbers which TSWork provisions may be reclaimed by TSWork or the applicable supplier from time to time during the Term, and may be re-assigned to other customers after the Term. TSWork reserves the right to reclaim any phone number from Customer's Account if Customer does not send sufficient traffic over that phone number such that the phone number is unutilized or underutilized, as defined by any local, and/or national regulatory agency and/or governmental organization with oversight over the relevant phone number and numbering plan. If TSWork seeks to reclaim a phone number from Customer's Account, excluding suspended, terminated, and trial accounts, TSWork will provide at least one week's advance notice via email where possible within commercial reason, except where TSWork is prevented from doing so by the applicable regulatory agency or governmental organization. TSWork also reserves the right to reclaim phone numbers from accounts suspended for failure to pay and/or suspended for suspected fraud. Customer may not transfer or assign the telephone numbers TSWork provides to Customer unless otherwise mutually agreed by the Parties in writing.

2. Customer Account.

To access and use certain Services, Customer must create an account ("Account") on the Site. Customer shall provide accurate, complete, and current Account information and, as applicable, timely update the same. Customer is solely responsible for the activity that occurs on its Account, including via the Customer Application (as defined below), and for keeping its Account password secure. TSWork will not be liable for losses caused by any unauthorized use of the Account. Customer represents and warrants that it is duly authorized to do business and use the Services

in all jurisdictions in which Customer operates. Customer must notify TSWork promptly of any change in Customer's eligibility to use the Services (including any changes to or revocation of any licenses from the applicable regulatory agencies or governmental authorities), breach of security or any known unauthorized use of Customer's Account. Upon termination of this Agreement, Customer may delete its Account by emailing support@tswork.co. Notwithstanding deletion of Customer's Account, TSWork may retain Customer data as reasonably necessary for compliance with applicable law.

3. Fees and Payment

a. Paid Services. Customer agrees to pay for its use of the Services as set forth on the pricing page on the Site, as may be updated from time to time, except and only to the extent Customer has entered a separate written agreement or addendum with TSWork for special pricing on certain Services and/or country-specific pricing, or TSWork has otherwise conveyed special pricing in writing to Customer. TSWork reserves the right to change pricing from time to time. Customer's continued use of the Services after a price change becomes effective constitutes Customer's agreement to pay the changed amount.

b. Prepayment. Except as set forth in the next sub-section, Customer shall pay in advance for the Services in the currency specified by TSWork, without the right of set-off, deductions, or counterclaim. Some of the Services may accept recurring period charges as agreed to by Customer on the Site. By choosing such auto-reload payment plan, Customer acknowledges that such Services have a recurring payment feature and Customer accepts responsibility for all recurring charges prior to cancellation. TSWORK MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY) WITHOUT FURTHER AUTHORIZATION FROM CUSTOMER, UNTIL CUSTOMER PROVIDES PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY TSWORK) THAT CUSTOMER HAS TERMINATED THIS AUTHORIZATION OR WISHES TO CHANGE ITS PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE TSWORK REASONABLY COULD ACT. CUSTOMER MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR ITS BILLING ACCOUNT. IF CUSTOMER HAS REQUESTED AUTO-RELOAD PAYMENTS, CUSTOMER MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP ITS BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND CUSTOMER MUST PROMPTLY NOTIFY TSWORK OR ITS PAYMENT PROCESSOR IF CUSTOMER'S PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF CUSTOMER BECOMES AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF CUSTOMER'S USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE IN THE ACCOUNT DASHBOARD. IF CUSTOMER FAILS TO PROVIDE ANY OF THE FOREGOING INFORMATION, CUSTOMER AGREES THAT TSWORK MAY CONTINUE CHARGING CUSTOMER FOR ANY USE OF PAID SERVICES UNDER THE BILLING ACCOUNT UNLESS CUSTOMER HAS CANCELLED AUTO-RELOAD OR TERMINATED ITS PAID SERVICES AS SET FORTH ABOVE. Customer may change its payment method or terminate any auto-reload authorization via the Site.

c. Post-payment. Where authorized by TSWork in writing, TSWork will invoice Customer for the Services monthly in arrears, and payment shall be due 30 days following the date of invoice, without deduction. Invoices may be sent to the e-mail address specified in Customer's Account, and shall be deemed received on the date sent. Customer shall pay interest on past due amounts at a rate of 1.5% per month or the maximum rate permitted by law, whichever is less, and shall be responsible for all costs of collection. If Customer disputes any invoiced charges exceeding USD 1,000 in a detailed writing provided to TSWork, and such disputes are reasonable and made in good faith (as reasonably determined by TSWork), then (i) the Parties shall discuss and attempt to resolve the dispute in good faith in a timely manner, and (ii) Customer may withhold the disputed portion of the invoice exceeding USD 1,000 if Customer has paid the undisputed portion of the invoice in accordance with the Agreement, until the dispute is resolved. Customer's credit shall be limited to the amount indicated by TSWork from time-to-time in connection with Customer's Account.

d. Taxes. Unless otherwise provided on the pricing page on the Site, all charges and fees for the Services are exclusive of any country, province, federal, state or local taxes, including without limitation, use, sales, value-added, privilege, or other taxes, levies, imports, duties, fees, surcharges, governmental assessments and withholdings (“Taxes”). Customer will be solely liable for and will pay upon demand all Taxes associated with Customer’s access to and use of the Services and shall not deduct any such amounts, or any other withholdings, set-offs or deductions, from amounts Customer owes TSWork, but will not be responsible for taxes based on TSWork’s net income. Customer may present TSWork with an exemption certificate eliminating Customer’s and TSWork’s liability to pay certain Taxes. Once TSWork has received and approved the exemption certificate, Customer shall be exempt from those Taxes on a going-forward basis. If, a taxing jurisdiction determines that Customer is not exempt from Taxes and assesses those taxes, Customer shall pay those Taxes to TSWork, plus any applicable interest or penalties. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE TSWORK REASONABLY COULD ACT.

e. Billing Disputes.

Billing disputes must be initiated within 21 days of the date the Service was provided, by contacting TSWork at billing@tswork.co. Upon expiration of such 21-day period, Customer will not be entitled to dispute any fees paid or payable to TSWork. The Parties will work together in good faith to resolve billing disputes. A pending billing dispute shall not exempt Customer from timely paying any undisputed amounts owed. Any disputes that cannot be resolved in accordance with the foregoing shall be handled in accordance with Section 13 below. Other than in accordance with the foregoing, fees paid are non-refundable.

4. License

Subject to Customer’s compliance with this Agreement, TSWork hereby grants Customer a limited, revocable, personal, non-exclusive, non-transferable, non-sublicenseable license until this Agreement or Customer’s Account is terminated (the “Term”) to (i) use the documentation and APIs TSWork makes available to Customer to create an original application that interfaces with the Services (“Customer Application”), and (ii) make the Services available to Customer’s end users (“End Users”) through the Customer Application. The foregoing license shall extend to Customer Affiliates, provided that such Customer Affiliates are acting via Customer’s Account and provided further that Customer remains jointly and severally liable for all acts and omissions of its Affiliates. An “Affiliate,” with respect to a Party, means any entity that controls, is controlled by, or is under common control with that Party.

5. Restrictions.

Customer shall not, and shall ensure that its End Users and Affiliates do not, and shall not authorize, assist or enable any other third party to:

a. Transfer, resell, lease, license, or otherwise make available the Services to third parties, except for Customer’s use of the Services to provide its Customer Application to third parties as set forth in Section 4;

b. Use the Services in any manner that violates the AUP;

- c. Decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services, except to the limited extent applicable laws specifically prohibit such reverse-engineering restrictions;
- d. Alter, modify, translate, or otherwise create derivative works of any part of the Services, except as may be authorized by specific licensing terms accompanying certain software or software development kits; or
- e. Use the Services in connection with any call types that would result in TSWWork incurring originating access charges, local exchange carrier "DIP" fees or other call types that may be subject to any reverse billing process, application or charge.

6. Intellectual Property.

- a. Customer's Application and Application Content. As between Customer and TSWWork, Customer owns and reserves all right, title and interest in Customer Applications, and any content originally transmitted by Customer or its End Users via the Customer Applications ("Application Content"). Customer authorizes TSWWork to use the Application Content to provide the Services and perform in accordance with this Agreement.
- b. Suggestions. Customer's suggested improvements to and feedback regarding the Services are not Confidential Information (as defined below), and Customer grants to TSWWork an unrestricted, irrevocable, fully paid-up, and non-exclusive right to use such suggestions and feedback for any purpose.
- c. TSWork Services and TSWWork Content. TSWWork owns and reserves all right, title and interest in and to the Services and all improvements, modifications and derivative works thereof. Other than the Customer Application and Application Content, all content made available through the Site or the Services (collectively, "TSWork Content") are as between Customer and TSWWork owned by TSWWork.
- d. Publicity. Except as explicitly granted herein, neither Party is granted a license or other right (express, implied or otherwise) to use any trademarks, copyrights, service marks, logos, trade names, patents, trade secrets or other form of intellectual property of the other Party or its Affiliates without the express prior written authorization of the other Party. Customer will not issue any press release or other public statement relating to this Agreement, except as may be required by law or agreed by TSWWork in a writing signed by an authorized representative of TSWWork. TSWWork may identify Customer using its name, trademarks and/or logos in its marketing collateral, presentations and websites.

e. Notices and Restrictions. The Services may contain TSWork Content specifically provided by TSWork, TSWork's partners, TSWork's customers, or other third parties that is subject to and protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws under Hong Kong and other laws and international conventions. Customer shall abide by and maintain all copyright notices, information, and restrictions contained in any TSWork Content accessed through the Services.

7. Confidentiality.

a. Confidential Information. "Confidential Information" means any non-public information or data, regardless of whether it is in tangible form, disclosed by either Party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential given the nature of the information and the circumstances surrounding disclosure. "Confidential Information" does not include any information which: (i) is publicly available through no fault of receiving Party, (ii) was properly known to receiving Party, without restriction, prior to disclosure by the disclosing Party, (iii) was properly disclosed to receiving Party, without restriction, by another person without violation of disclosing Party's rights, or (iv) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information. Each Party agrees that it will use the Confidential Information of the other Party solely in accordance with the provisions of this Agreement (and for TSWork to provide the Services) and it will not disclose such information to any third party without the other Party's prior written consent, except as otherwise permitted hereunder or for TSWork to provide the Services or make other disclosures identified in the Privacy Policy. Each Party agrees to exercise due care in protecting the other Party's Confidential Information from unauthorized use and disclosure. Each Party may also disclose the Confidential Information of the other Party, in whole or in part to its employees, representatives, actual or potential investors and subcontractors who have a need to know and are bound to keep such information confidential consistent with the terms of this Section. In addition, TSWork may disclose this Agreement under a comparable non-disclosure agreement in response to a third-party due diligence request supporting a financing or non-ordinary course of business corporate transaction. Either Party may disclose the Confidential Information of the other as required by law, legal process or court order; provided that, subject to applicable law, it promptly notifies the other Party of such required disclosure in order to allow the other Party to seek a protective order or other appropriate remedy.

8. Indemnification.

a. Customer Indemnification. Customer agrees to defend, indemnify and hold harmless TSWork, its Affiliates, suppliers, and partners, and each of their respective employees, contractors, directors, officers and representatives, from and against any damages, liabilities, claims, demands, obligations, losses, fines, penalties, and expenses (including reasonable attorney's fees) (collectively, "Losses") incurred in connection with claims made or brought by a third party arising from or relating to: (i) unauthorized or prohibited use of the Services, including violations of the AUP or applicable law, by Customer, its Affiliates or its or their End Users,

employees, agents or subcontractors; (ii) Application Content, (iii) claims by End Users to the extent they purport to extend TSWork's liability or obligations beyond the limitations and disclaimers set forth in this Agreement, or (iv) gross negligence or willful misconduct of Customer, its Affiliates or its or their employees, agents or subcontractors.

b. Procedure. TSWork shall notify Customer promptly after TSWork learns of the existence of an indemnifiable claim hereunder; provided, however, that failure to give such notice shall only affect the rights of TSWork to the extent that Customer is prejudiced. TSWork shall not admit any liability whatsoever. Customer shall be entitled to take sole control of the defense and investigation of the indemnifiable claim at its own expense, by providing prompt written notice to TSWork, subject to TSWork's approval of Customer's counsel, such approval not to be unreasonably withheld or delayed. TSWork shall cooperate in all reasonable respects with Customer and its attorneys in the defense of the claim (including by making available books, records, and personnel), and may reasonably participate at its own expense, through its attorneys or otherwise, provided that such participation does not interfere with Customer's defense. All settlements of indemnifiable claims under this Section shall: (i) be entered into only with TSWork's consent if such settlement requires any admission of guilt or imposes any restriction on TSWork; and (ii) include an appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement.

9. Warranties and Disclaimers.

a. Full power and authority. Each Party warrants that it has full power and authority to enter into the Services Agreement and to perform its obligations under the Services Agreement.

b. Assumption of Risk. TSWork has no special relationship with or fiduciary duty to Customer. Customer acknowledges and agrees that TSWork has no control over and has no duty to take any action regarding and shall have no liability for acts, faults or omissions of any third party telecommunications systems, networks or operators (including, without limitation, suspension or termination of TSWork's connections, or faults in or failures of their apparatus or network), in the jurisdictions in which it operates.

c. DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH ABOVE IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND TSWORK CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, QUALITY (E.G., AS TO LATENCY AND THROUGHPUT), AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. TSWORK, AND TSWORK'S SUPPLIERS, PARTNERS AND LICENSORS, AND EACH OF TSWORK'S AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND

AGENTS, DO NOT WARRANT (AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES) THAT: (I) THE SERVICES (OR ANY MOBILE OPERATORS) WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED, (III) ANY CONTENT OR SOFTWARE AVAILABLE ON OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, (IV) THE CONTENT ON THE SITES OR SERVICES (OR ANY THIRD PARTY SITES OR SERVICES LINKED THERETO) IS ACCURATE, ERROR-FREE, APPROPRIATE, COMPLIANT, OR COMPLETE, OR (V) THE RESULTS OF USING THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS. CUSTOMER'S USE OF THE SERVICES IS SOLELY AT CUSTOMER'S OWN RISK. TSWORK DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY CONTENT OF, COMMUNICATION BY, OR PRODUCT OR SERVICE ADVERTISED OR OFFERED BY, A THIRD PARTY THROUGH THE SERVICES, AND TSWORK WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN CUSTOMER AND THIRD PARTIES.

d. Reservation of Rights. TSWork reserves the right, but is not obligated, to monitor and audit Customer's use of the Services for any reason or no reason, without notice, to ensure Customer's compliance with this Agreement. TSWork reserves the right, but is not obligated, to reject, refuse to transmit or post, block, or remove any posting (including Application Content), or to restrict, suspend or terminate Customer's access to all or any part of the Services at any time if Customer has violated the AUP or this Agreement or to prevent harm to TSWork's business or reputation. TSWork also reserves the right to access, read, preserve, and disclose any information that TSWork reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental or agency request, (ii) enforce this Agreement, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of TSWork, its customers, its customers' end users, and/or the public. Customer agrees to provide TSWork with any information TSWork reasonably requests to investigate and resolve problems relating to Customer's Account.

e. Deletion of Customer Data. Except as agreed by TSWork and Customer in writing, TSWork may periodically delete Customer's data including any Application Content. Further, data storage is not guaranteed by TSWork and TSWork shall not have any liability whatsoever for any damage, liabilities, losses, or any other consequences that Customer may incur relating to the loss or deletion of Customer's data.

10. Suspensions and Terminations.

a. Termination for Convenience. Customer may terminate its use of the Services any time for any reason, and may close its Account by following the instructions on the Site or by contacting TSWork at support@tswork.co. TSWork may terminate this Agreement by providing 30 days' advance notice to Customer.

b. Suspension of Services; Termination for Cause. TSWWork may suspend Customer's right to use the Services or terminate this Agreement in its entirety (and, accordingly, Customer's right to use the Service), for cause: (A) if Customer is in breach of this Agreement and has failed to cure such breach within 30 days after written notice thereof, or (B) immediately (i) if Customer has violated or TSWWork has reason to believe Customer has violated or has encouraged others to violate any provision of the AUP, (ii) upon Customer's liquidation, commencement of dissolution proceedings, disposal of Customer's assets, failure to continue Customer's business in the ordinary course, assignment for the benefit of creditors, or if Customer becomes the subject of a voluntary or involuntary bankruptcy or similar proceeding, or (iii) if Customer is in default of any payment obligation with respect to any of the Services or if any payment mechanism Customer has provided to TSWWork is invalid or charges are refused for such payment mechanism.

c. Effect of Suspension. Upon TSWWork's suspension of Customer's use of or access to any Services, in whole or in part, for any reason: (i) fees will continue to accrue for any Services that are still in use by Customer, notwithstanding the suspension, (ii) Customer remains liable for all fees, charges and any other obligations Customer has (or Customer's Account has) incurred through the date of suspension with respect to the Services, and (iii) all of Customer's rights with respect to the Services will be terminated during the period of the suspension.

d. Effect of Termination and Survival. Upon termination of this Agreement, for any reason: (i) Customer remains liable for all fees, charges and any other obligations accrued and owed by Customer through the effective date of such termination, (ii) except as expressly set forth herein, all of Customer's rights and licenses under this Agreement will immediately terminate and Customer shall cease using the Services, and (iii) any balance on Customer's Account remaining after termination of this Agreement will be repaid to Customer within twenty (20) business days following termination. All amounts accrued or owed to TSWWork in connection with this Agreement shall survive any termination of this Agreement. Following any suspension or termination of this Agreement or Customer's Account other than for breach, Customer may request any post-termination assistance that TSWWork may elect to make generally available with respect to the Services such as data retrieval arrangements, subject to and conditioned upon Customer's advance payment of fees and acceptance of all terms and conditions that TSWWork specifies in writing with respect thereto.

11. Limitation of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TSWORK OR TSWORK'S PARTNERS, SUPPLIERS, LICENSORS, OR CONTENT PROVIDERS, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE UNDER ANY CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES OR OTHER SUBJECT MATTER OF THIS AGREEMENT FOR: (I) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, LOST PROFITS, GOODWILL, REVENUE, INCOME OR BUSINESS, DATA LOSS, INTERRUPTION OF BUSINESS, COST OF PROCUREMENT OF SUBSTITUTE

GOODS, TECHNOLOGY, RIGHTS OR SERVICES (HOWEVER ARISING AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES); (II) ANY LIABILITY THAT EXCEEDS THE GREATER OF 5,000 USD OR THE AMOUNT OF FEES ACTUALLY PAID TO TSWORK IN THE 6 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (III) USE OF OR INABILITY TO USE THE SERVICES IN CONNECTION WITH EMERGENCY SERVICES.

12. Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. CUSTOMER AGREES THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE OR SERVICES OR TSWORK MUST COMMENCE WITHIN NINE (9) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

13. Arbitration and Dispute Resolution.

a. Management Resolution. In the event either Party has a dispute or claim against the other Party (except with respect to billing disputes), the disputing Party shall provide written notice to the other Party. The Parties agree to escalate disputes to their respective management, who will use commercially reasonable efforts to resolve the dispute by consulting with each other in good faith to reach an equitable resolution satisfactory to both Parties within 30 calendar days of the receipt of notice. Neither Party shall pursue or commence proceedings regarding the dispute in any court, administrative arbitral or other adjudicative body prior to engaging in such consultations and negotiations.

b. Binding Arbitration. If negotiations fail to resolve the dispute within 30 calendar days, and/or small claims court is not a valid option due to the size or nature of the claim, all disputed claims (except for claims relating to intellectual property rights, indemnity, or confidentiality obligations, fraudulent or unauthorized use, theft, or piracy of service, or matters relating to injunctions or other equitable relief) must be resolved by binding arbitration before a single arbitrator. This agreement to arbitrate is intended to be given the broadest possible meaning under applicable law. The initiation of an arbitration dispute shall not otherwise prevent TSWork or Customer from terminating Services in accordance with the Agreement.

c. Location and Procedure. A Party who intends to seek arbitration must first send to the other Party a written notice of dispute, which must describe the nature and basis of the dispute and set forth the specific relief sought. The location of arbitration will be in Hong Kong and this dispute resolution provision will be governed by the law of Hong Kong. The amount of any settlement offer made by Customer or TSWork shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which Customer or TSWork is entitled. Judgment

on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with this Agreement. The prevailing Party in any action or proceeding to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees and costs.

d. Equitable Relief. Each Party shall be entitled to enforce its intellectual property rights and seek equitable relief in any court of competent jurisdiction at any time.

14. Miscellaneous.

a. Entire Agreement; Headings. This Agreement constitutes the entire agreement between Customer and TSWork with respect to the Site and Services, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and TSWork with respect thereto. The section and paragraph headings in this Agreement are for convenience of reference only and shall not affect their interpretation. No oral or written information or advice given by TSWork or its employees and other representatives will create any obligations or warranty on behalf of TSWork unless otherwise agreed in a writing signed by an authorized TSWork representative. Any purchase orders, confirmations, payment documentation, or other terms provided by Customer, even if signed by the Parties after the date hereof, shall have no force or effect. In the event that the Parties have executed versions of this Agreement drafted in more than one language, the English language version shall govern and prevail.

b. Modifications/Waivers. Except as expressly provided elsewhere in this Agreement, this Agreement may not be changed or modified, nor may any provisions hereof be waived, nor may any consent or confirmation be considered to have been given, except by an agreement in writing signed by the Party against whom enforcement of the change or modification is asserted, and any such modification, change, waiver, consent or confirmation on TSWork's behalf may only be given by an authorized signatory of TSWork. The failure of either Party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

c. Severability. If any provision of this Agreement, or any part of such provision, is found to be unenforceable or invalid, that provision will be (to the minimum extent necessary) replaced by a valid and enforceable provision the effect of which comes as close as possible to the intended economic effect of the unenforceable or invalid provision, so that this Agreement will otherwise remain in full force and effect and enforceable.

d. Force Majeure. Neither Party is liable for any failure of performance (other than for delay or performance in the payment of money due and payable hereunder) to the extent such failure is due to any cause or causes beyond such Party's reasonable control, including acts of God, fire,

explosion, vandalism, cable cut, adverse weather conditions, governmental action, acts of terrorism, strikes and similar labor difficulties, war, sabotage, outages of third party connections, utilities, or telecommunications networks, including, without limitation, carrier-related problems or issues, internet-access issues, denial of service attacks, shortage or unavailability of supplies, and other mechanical, electronic or communications failures or degradation. Either Party's invocation of this clause will not relieve Customer of its obligation to pay for any Services actually provided or permit Customer to terminate any Services except as expressly provided herein.

e. Notices. Customer hereby authorizes TSWork to send notices to Customer relating to this Agreement (e.g., Service updates, notices of breach and/or suspension) via email to the email address Customer provides to TSWork in Customer's Account, in addition to the other means and methods set forth in this Agreement. It is Customer's responsibility to keep Customer's email address current, and Customer will be deemed to have received any email sent to the last known email address TSWork has on record for Customer. Notices that TSWork sends to Customer via email will be deemed effective upon TSWork's sending of the email. Notices provided to TSWork under this Agreement shall be sent to the attention of Customer's account manager, with a copy sent to the following address with respect to any legal matters, at:

TSWork Ltd.

Room 207, 2/F, APEC Plaza

No. 49 Hoi Yuen Road, Kwun Tong, Hong Kong

Attn: Legal Dept

info@tswork.co

Unless otherwise specified in this Agreement, all notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or email; or the day after it is sent, if sent via next day delivery by recognized overnight delivery service.

f. Relationship of the Parties. The relationship of the Parties shall not be that of partners, agents or joint venturers for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between the Parties for any purpose. TSWork and Customer shall be independent Parties and shall discharge their contractual obligations at their own risk subject to the terms of this Agreement.

g. Assignment. This Agreement inures to and is binding upon the Parties' successors and permitted assignees. Customer shall not assign this Agreement without TSWork's prior written consent.

h. Export Controls. By using the Services, Customer represents and warrants that (i) its use of the Services will not violate any embargoes, sanctions, trade restrictions or similar restrictions issued by any applicable governmental entity, and (ii) Customer, its Affiliates, and its End Users have not been designated by any applicable government or any government agency as a prohibited or restricted party under any trade restrictions, export laws or the like. Customer also will not use the Site or Services for any purpose prohibited by applicable law, including the development, design, manufacture or production of missiles, or nuclear, chemical or biological weapons. Customer may not use, export, re-export, import, or transfer any technology or data related to the Services except as authorized by both this Agreement and all applicable laws, rules and regulations.

i. Government Terms. If Customer (or its End Users) is an agency, department or other entity of any government, then any use, modification, duplication, reproduction, release, performance, display, transfer or disclosure of the Services and accompanying documentation shall be governed solely by this Agreement. Any other use shall be prohibited and no other rights are granted.