

TERMS AND CONDITIONS FOR USING THE RETIRED NOT OUT PLATFORM

1. Terms of Use

1. Please read the terms and conditions (the “**Terms of Use**”) set forth below as they apply to your access and use of our **Platform** (as defined below), and any information, text, graphics, photos, or other materials uploaded, downloaded, or appearing on the Platform (collectively referred to as “**Content**”). Your access to and use of the Platform signifies your acceptance of these Terms of Use and agreement to be bound by them and any and all other applicable terms referenced herein absolutely.
2. By accessing and/or using the Platform, you represent that you are 18 years old or above and are legally capable of entering into binding contracts.
3. If you do not accept these Terms of Use, please discontinue use of the Platform immediately.

2. Interpretation

- 2.1. The following definitions and rules of interpretation apply in these Terms of Use:

“**Job Applicant**” refers to any person that has registered a Job Applicant Account in accordance with these Terms of Use.

“**Opportunity Provider**” refers to any company that has registered an Opportunity Provider Account in accordance with these Terms of Use.

“**Platform**” means both (i) the web and mobile versions of the website operated and/or owned by Retired Not Out which is presently located at the URL <http://www.retirednotout.com/> and (ii) any mobile applications made available from time to time by Retired Not Out, including iOS and Android versions.

“**Projects**” means any position listed on our Platform by an Opportunity Provider that Job Applicants can apply for.

“**User**” means any person that has registered a User Account in accordance with these Terms of Use.

“**User Account**” refers to a Job Applicant Account and/or Opportunity Provider Account individually or collectively.

- 2.3. Clause headings shall not affect the interpretation of these Terms of Use.
- 2.4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 2.5. Any words following the terms “including”, “include”, “in particular”, “for example”, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

3. Privacy policy

- 3.1. These Terms of Use refer to the additional terms in our Privacy Policy (the “**Privacy Policy**”), which also apply to your use of our Platform.
- 3.2. Our Privacy Policy sets out the terms on which we process any personal data we collect from you or that you provide to us. By using our Platform, you consent to such processing and you warrant that all data provided by you is accurate. You understand that through your use of the Platform you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information both within and outside of Hong Kong for storage, processing, and use by us. As part of providing you the Platform, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Platform and your User Account and which you may not be able to opt-out from receiving.

4. Information about us

The Platform is provided and operated by **Retired Not Out Limited** (we or “**Retired Not Out**”). We are a limited liability company registered in Hong Kong with registered number 2506308 and have our registered office at 4/F Cheung Hing Industrial Building, 12 P Smithfield Road, Kennedy Town, Hong Kong.

5. Changes of terms

We may amend the Terms of Use from time to time at our sole discretion without notice or liability to you. It is your responsibility to check this page periodically for changes. By continuing to use the Platform following such amendments to the Terms of Use, you agree to be bound by such amendments.

6. Changes to our services

- 6.1. The Platform that we provide is always evolving and the form and nature of the Platform that we provide may change from time to time without prior notice to you. In addition, we may stop (permanently or temporarily) providing the Platform (or any features within the Platform) to you or to users generally and not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time and without prior notice to you.
- 6.2. We make no representations, warranties, or guarantees, whether express or implied, that our Platform or any Content on our site is accurate, complete, or up to date.

7. Accessing our services

- 7.1. We do not guarantee that our Platform or any content will always be available or be uninterrupted. Access to our Platform is permitted on a temporary basis. We may suspend, withdraw, discontinue, or change all or any part of our Platform without

notice. We will not be liable to you if for any reason our Platform is unavailable at any time or for any period.

- 7.2. You are responsible for making all arrangements necessary for you to have access to our Platform.
- 7.3. You are also responsible for ensuring that all persons who access our Platform through your internet connection are aware of these Terms of Use and other applicable terms and conditions and that they comply with them.

8. **Your licence to use the services**

Retired Not Out gives you a personal, worldwide, royalty-free, non-assignable, and non-exclusive licence to use the software that is provided to you by us as part of the Platform. This licence is for the sole purpose of enabling you to use and enjoy the benefit of the Platform as provided by Retired Not Out in the manner permitted by these Terms of Use.

9. **Account**

- 9.1. To use certain features of the Platform and to apply to Projects, you will be required to create a “**Job Applicant Account**” with us:
 - (a) the registration process comprises (i) a simple registration; and (ii) registration and creation of a complete skill profile;
 - (b) simple registration requires the Job Applicant to provide basic information about himself/herself such as name, industry and contact details. Simple registration is mandatory for all Job Applicants; and
 - (c) part of the services offered by the Platform (e.g. the function to apply for projects or assignments listed on the Platform) will only be available to the Job Applicants who have created a complete skill profile.
- 9.2. Each Job Applicant acknowledges and agrees that:
 - (a) Retired Not Out may, at its sole discretion, increase or adjust the amount or types of information required in the registration process for a Job Applicant Account;
 - (b) Retired Not Out will screen and verify the information provided by the Job Applicant in the complete skill profile. Retired Not Out may from time to time request for further information or clarifications in respect of a Job Applicant’s complete skill profile;
 - (c) [upon approval of the Job Applicant’s complete skill profile, Retired Not Out will publish the profile in the Platform. The Job Applicant specifically consents

to the release of the personal information in the complete skill profile to other Users]; and

- (d) Retired Not Out may at its sole discretion close any Job Applicant Account if Retired Not Out forms a reasonable opinion that the information provided is false, inaccurate or misleading.
- 9.3. To use certain features of the Platform (including to post Projects, as well as shortlist Job Applicants) you will be required to create an “**Opportunity Provider Account**” with us. The registration process comprises a simple registration which requires the Job Applicant to provide basic information about itself such as company name, industry description and name of authorised person. The simple registration is mandatory for all Opportunity Providers.
- 9.4. After completing a simple registration, an Opportunity Provider may list projects or assignments on the Platform by providing the information requested by the Platform for such purpose, subject to screening and verification by Retired Not Out.
- 9.5. Each Opportunity Provider acknowledges and agrees that:
- (a) Retired Not Out may, at its sole discretion, increase or adjust the amount or types of information required in the registration process for an Opportunity Provider Account;
 - (b) Retired Not Out will screen and verify the information provided by the Opportunity Provider Account in the proposed listing of projects or assignments. Retired Not Out may from time to time request for further information or clarifications in respect of a proposed listing;
 - (c) upon clearance of the screening or verification by the Platform, a proposed listing will be listed and published on the Platform; and
 - (d) Retired Not Out may at its sole discretion close any Opportunity Provider Account if Retired Not Out forms a reasonable opinion that the information provided is false, inaccurate or misleading.
- 9.6. An Opportunity Provider acknowledges and agrees that Retired Not Out may, at its sole discretion, post the details of the Opportunity Provider, for any of its promotion scheme.
- 9.7. You are responsible for safeguarding the password for your User Account and for any activities or actions under your password. We encourage you to use strong passwords (passwords that use a combination of upper and lower case letters, numbers, and symbols) with your User Account. You must treat such information as confidential. You must not disclose it to any third party. Retired Not Out cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

- 9.8. You may register for a User Account with us by registering via the Retired not Out website.
- 9.9. We have the right to disable any password, whether chosen by you or allocated by us, at any time if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.
- 9.10. If you know or suspect that anyone other than you knows your password, you must promptly notify us at admin@retirednotout.com.
- 9.11. It is your responsibility to provide accurate, complete, and up to date information for your User Account.
- 9.12. You shall not misuse the Platform by creating multiple User Accounts.
- 9.13. In the case of a breach of these Terms of Use, improper or illegal usage of the Platform, or where wrongful or fraudulent use of a User Account is suspected or discovered by Retired Not Out, we reserve the right at our sole discretion, and without liability, and without prejudice to our other rights and remedies under these Terms of Use or at law, to immediately:
 - (a) prohibit the User Account owner or other person from accessing and/or using the Platform or participating in any promotion by Retired Not Out; and/or
 - (b) merge, suspend, and/or terminate User Account(s).
- 9.14. User Accounts that are created will be individually reviewed by us within seven (7) days from registration and will only be accessible on our Platform once approved by us.
- 9.15. We reserve the right, and without prejudice to our other rights in these Terms of Use, to refuse, remove, and/or delete any User Account at our sole discretion, including if the User is in breach of these Terms of Use or any additional terms we may specify on our Platform from time to time.

10. Projects

- 10.1. If you register an Opportunity Provider Account, you will be entitled to post Projects on our Platform subject to these Terms of Use by taking the steps outlined on our Platform.
- 10.2. Projects that are created will be individually reviewed by us within seven (7) days from submission and will only be published on our Platform once approved by us.
- 10.3. We reserve the right, and without prejudice to our other rights in these Terms of Use, to refuse, remove, and/or delete any Projects at our sole discretion including, but not limited to, if the Project is in breach of these Terms of Use or any additional terms we may specify on our Platform from time to time.

- 10.4. Projects created on our Platform must:
- (a) provide information related to the position including but not limited to the position, expected experience, whether the position is paid or not, the job type, the industry and the location (“**Project Description**”); and
 - (b) be true, fair, complete, and accurate in all respects.
- 10.6. Using our Platform interface, you must remove any Projects that are no longer available and keep any Project Description accurate and up to date.
- 10.7. Each Opportunity Provider must ensure that it complies with all laws applicable to its Projects.

11. Project Description

Whilst Retired Not Out and the Opportunity Provider makes best efforts to provide you with accurate and up-to-date Project Description, there may be instances where errors and differences may occur and neither Retired Not Out nor the Opportunity Provider warrant that such Project Description is accurate, current, or free from error. Neither Retired Not Out nor the Opportunity Provider shall be liable to you or any third party for any errors or differences in the Project Description.

12. Our role

- 12.1. **We** provide the Platform for the listing of Projects by Opportunity Providers. For the avoidance of doubt, each agreement entered into for the provision of services described in the Listings shall be an agreement entered into directly and only between the Job Applicant and the relevant Opportunity Provider.
- 12.2. You acknowledge that:
- (a) we may at our sole discretion, but are not obliged to and do not guarantee to, check, audit, or monitor the Project Description;
 - (b) we are not party to any contract for the provision of services described in the Project;
 - (c) we are not involved in any transaction between an Opportunity Provider and a Job Applicant in any way, save that we facilitate a marketplace for Opportunity Providers and Job Applicants;
 - (d) we are not the agents for any Opportunity Provider.

and accordingly, we will not be liable to any person in relation to any recruitment in relation to a Project on our Platform. Furthermore, we are not responsible for the enforcement of any contractual obligations arising out of a contract for the supply of services in relation to a Project and we will have no obligation to mediate between the parties to any such contract.

13. Job vacancies

- 13.1. All job vacancies and other recruitment information displayed on the Platform are subject to change without notice.
- 13.2. You agree that you are solely responsible for:
- (a) making your own reasonable enquiries to verify information that is published on the Platform about particular job vacancies; and
 - (b) assessing the suitability of each job vacancy prior to submitting your application for such job vacancy.
- 13.3. If at any stage during a job application or applicant selection process, an opportunity does not materialise due to reasons not controlled by Retired Not Out, we will not have any liability towards the relevant Job Applicant or Opportunity Provider.

14. Senior School

- 14.1. The “Senior School” feature on the Platform allows you to teach a skill you know or learn a new skill that may help you build a successful second innings at the workplace.
- 14.2. Retired Not Out has sole and absolute discretion in determining which class or learning session to organise and also the date(s), time and venue for such class or session. Retired Not Out gives no warranty regarding the quality or effectiveness of such classes or sessions.

15.

15. Fees charged to Opportunity Providers

- 15.1. Opportunity Providers must pay to Retired Not Out fees in respect of the creation of a Project. Please note that Projects created will be published or listed on the Platform only after the full settlement of the fees. Retired Not Out reserves the right to adjust the amount of fees from time to time. Please refer to the “Pricing” section of our website for the latest rate.
- 15.2. In respect of fees payable to us by Opportunity Providers:
 - (a) the amount of the fees will be as specified in these Terms of Use or on our Platform from time to time; and
 - (b) the scope and duration of the Platform in respect of which the fees are payable will be as specified on our Platform at the time those fees are paid.
- 15.4. We may vary fees from time to time by posting new fees on our Platform, but this will not affect fees for Platform that have been previously paid.
- 15.5. All payments shall be made to Retired Not Out through our Platform by the following payment methods: bank transfer, cheque, cash.

16. Payments

- 16.1. You must pay to us the fees in respect of our Platform in advance, in cleared funds, in accordance with any instructions on our website.
- 16.2. Payments must be made in the name of Retired Not Out Limited.
- 16.3. If you dispute any payment made to us, you must contact us immediately at admin@retirednotout.com and provide full details of your claim.
- 16.4. If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within ten (10) days following the date of our written request:
 - (a) an amount equal to the amount of the charge-back;
 - (b) all third-party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer);
 - (c) an administration fee as specified on our Platform from time to time; and

- (d) all our reasonable costs, losses, and expenses incurred in recovering the amounts referred to in this section (including without limitation legal fees and debt collection fees).
- 16.6. If you owe us any amount under or relating to these Terms of Use, we may suspend or withdraw the provision of Platform to you.
- 16.7. We may at any time set off any amount that you owe to us against any amount that we owe to you, by sending you written notice of the set-off.
- 17. Refunds**
These Terms of Use refer to the additional terms in our Refund Policy, which also apply to your use of our Platform.
- 18. Promotions and vouchers**
- 18.1. Retired Not Out may from time to time run promotions, contests, or other privilege programmes (a “**Programme**”) that are subject to additional terms and conditions which are hereby incorporated by reference into these Terms of Use and can be found on our site at such applicable time.
- 18.2. Retired Not Out may from time to time make available vouchers, codes, coupons, credits, or gift vouchers (a “**Promotional Voucher**”). A Promotional Voucher may be subject to additional terms and conditions that are hereby incorporated by reference into these Terms of Use and can be found either on the Promotional Voucher or on our site at such applicable time.
- 18.3. Each Programme and Promotional Voucher is valid for the time period specified by Retired Not Out.
- 18.4. Each Promotional Voucher is only eligible for single use and cannot be used in conjunction with any other Programme or Promotional Voucher unless otherwise stated or explicitly agreed to by Retired Not Out.
- 18.5. A Promotional Voucher:
- (a) cannot be refunded, redeemed, or exchanged for cash;
 - (b) is non-replaceable if lost, stolen, destroyed, duplicated, tampered with, or otherwise misappropriated;
 - (c) cannot be resold, transferred, or shared, except for a gift voucher which may be purchased by you and given to others;
 - (d) cannot be reproduced, adapted, altered, or otherwise tampered with;
 - (e) will be declared null and void by Retired Not Out where, in our sole discretion, such Promotional Voucher is suspected to have been used in breach of these Terms of Use.

- 18.7. Retired Not Out's decision on all matters relating to each Programme or Promotional Voucher is final and binding.
- 18.8. Retired Not Out reserves the right to discontinue any Programme or Promotional Voucher at any time, in our sole discretion, without notice or liability.

19. Our intellectual property rights

- 19.1. All intellectual property rights subsisting in respect of the Platform belong to Retired Not Out or have been lawfully licensed to Retired Not Out for use in connection with the Platform. All rights under applicable laws are hereby reserved. You agree not to upload, post, publish, reproduce, transmit, or distribute in any way any component of the website itself, the Content, or any access to any Service, or create derivative works with respect thereto, except with the prior written consent of Retired Not Out or unless expressly permitted in these Terms of Use. The website, Content, and Platform is copyrighted under applicable laws.
- 19.2. Trade marks, service marks, trade names, and logos used and displayed on the Platform (the "**Trade Marks**") are registered and unregistered trade marks of us or third parties. Nothing on the Platform and in these Terms of Use shall be construed as granting, by implication, estoppel, or otherwise, any licence or right to use (including as a meta tag or as a "hot" link to any other website) any Trade Marks displayed on the Platform, without the written permission of us or any other applicable trade mark owner.
- 19.3. You agree that we are free to use, disclose, adopt, and modify all and any ideas, concepts, knowhow, proposals, suggestions, comments, and other communications and information provided by you to us (the "**Feedback**") in connection with the Platform and/or your use of the Platform without any payment to you. You hereby waive and agree to waive all and any rights and claims for any consideration, fees, royalties, charges, and/or other payments in relation to our use, disclosure, adoption, and/or modification of any or all of your Feedback.

20. Your rights

- 20.1. You retain your rights to any Content you submit, post, or display on or through the Platform. By submitting, posting, or displaying Content on or through the Platform, you grant us a worldwide, non-exclusive, royalty-free licence (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute such Content in any and all media or distribution methods (now known or later developed).
- 20.2. You agree that this licence includes the right for us to provide, promote, and improve the Platform and to make Content submitted to or through the Platform available to other companies, organisations, or individuals who partner with Retired Not Out for the syndication, broadcast, distribution, or publication of such Content on other media and services, subject to our terms and conditions for such Content use.

- 20.3. Such additional uses by Retired Not Out or other companies, organisations, or individuals who partner with Retired Not Out may be made with no compensation paid to you with respect to the Content that you submit, post, transmit, or otherwise make available through the Platform.
- 20.4. We may modify or adapt your Content in order to transmit, display, or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services, or media.
- 20.5. You are responsible for your use of the Platform, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and our third-party partners. You understand that your Content may be syndicated, broadcast, distributed, or published by our partners and, if you do not have the right to submit Content for such use, it may subject you to liability. Retired Not Out will not be responsible or liable for any use of your Content by Retired Not Out in accordance with these Terms. You represent and warrant that you have all the rights, power, and authority necessary to grant the rights granted herein to any Content that you submit.

21. Limited liability and warranty

Please read this section carefully since it limits the liability of Retired Not Out and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the “**Retired Not Out Entities**”). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts and, as a result, the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited. All Information is for your general reference only. We do not accept any responsibility whatsoever in respect of such information.

- 21.1. YOUR ACCESS TO AND USE OF OUR PLATFORM IS AT YOUR SOLE RISK AND IS PROVIDED "AS IS", "AS AVAILABLE." THE PLATFORM IS FOR YOUR PERSONAL USE ONLY AND THE RETIRED NOT OUT ENTITIES MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ON NON-INFRINGEMENT.**
- 21.2. THE ENTIRE LIABILITY OF THE RETIRED NOT OUT ENTITIES AND ANY SELLER, AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE PLATFORM OR OTHERWISE, IS RE-PERFORMANCE OF DEFECTIVE SERVICES. IN JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF LIABILITY, OUR AND ANY SELLER'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. WE DO NOT ENDORSE, WARRANT, OR GUARANTEE ANY SERVICE OFFERED THROUGH US**

OR OUR PLATFORM. WE ARE NOT AND WILL NOT BE A PARTY TO ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTY.

21.3. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE RETIRED NOT OUT ENTITIES EXCEED ONE THOUSAND HONG KONG DOLLARS (HKD 1,000).

21.4. The Retired Not Out Entities shall not guarantee or assume any responsibility that:

- (a) the information presented in our Platform is accurate, adequate, current, or reliable, or may be used for any purpose other than for general reference;
- (b) the information presented in our Platform is free of defect, error, omission, virus, or anything which may change, erase, add to, or damage your software, data or equipment;
- (c) messages sent through the internet including in connection with the services will be free from interception, corruption, error, delay, or loss;
- (d) access to the Platform will be available or be uninterrupted;
- (e) use of the Platform will achieve any particular result; or
- (f) defects in the Platform will be corrected.

21.5. Without limiting the generality of the foregoing, in no event will the Retired Not Out Entities be liable to you or any other person for any direct, indirect, incidental, special, punitive, or consequential loss or damages, including any loss of business or profit, arising out of any use, or inability to use, the information or the Platform, even if any of the Retired Not Out Entities has been advised of the possibility of such loss or damages.

21.6. You will exercise and rely solely on your own skill and judgment in your use and interpretation of the information and use of the Platform. You are responsible to ensure that your use of the information and/or Platform complies with all applicable legal requirements.

21.7. Without prejudice to the foregoing, if your use of the Platform does not proceed satisfactorily and/or where applicable you do not receive appropriate responses to such use from us, as set out in these Terms of Use or otherwise, you are advised to contact us at talktous@retirednotout.com. No such lack of response shall be deemed to constitute any acquiescence or waiver.

21.8. You hereby indemnify Retired Not Out against all liabilities, costs, expenses, damages, and losses (including any direct, indirect, or consequential losses, loss of profit, loss of reputation, and all interest, penalties, and legal and other professional costs and expenses) suffered or incurred by Retired Not Out in connection with any claim made against Retired Not Out for actual or alleged infringement of a third party's intellectual

property rights arising out of or in connection with your use of the Platform. This clause shall survive termination of the Terms of Use.

- 21.9. The limitation of liability contained in these Terms of Use will apply to the fullest extent permitted by applicable laws.

23. Content on the Platform

- 23.1. All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content.

- 23.2. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty and you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

- 23.3. Any content you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute, and disclose to third parties any such content for any purpose. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights or of their right to privacy. We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

- 23.4. The views expressed by other users on our site do not represent our views or values. We do maintain the right to remove any posting you make on our site if, in our opinion, your post does not comply with our content standards. We do not endorse, support, represent, or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Platform or endorse any opinions expressed via the Platform. You understand that by using the Platform, you may be exposed to Content that might be offensive, harmful, inaccurate, or otherwise inappropriate, or, in some cases, postings that have been mislabelled or are otherwise deceptive. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content or 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 Platform or broadcast elsewhere.

- 23.5. We may not monitor or control the Content posted via the Platform and we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Platform or obtained by you through the Platform is at your own risk.

24. Content copyright policy

- 24.1. Retired Not Out respects the intellectual property rights of others and expects users of the Platform to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorised to act on their

behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, your telephone number, and an email address; (v) a statement by you that you have a good-faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate and that you are authorised to act on behalf of the copyright owner.

- 24.2. We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate circumstances, we will also terminate a User's Account if the User is determined to be a repeat infringer. Our address for notice of alleged copyright infringement appearing on the Platform is 4/F Cheung Hing Industrial Building, 12P Smithfield Road, Kennedy Town, Hong Kong

25. Use of the services

- 25.1. We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Platform, to merge, suspend or terminate Accounts, and to reclaim usernames without liability to you. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process, or governmental request, (ii) enforce the Terms of Use, 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 Retired Not Out, its users, and the public.
- 25.2. We do not guarantee that our Platform will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes, and platform in order to access our site. You should use your own virus protection software.
- 25.3. You may not do any of the following while accessing or using the Platform (i) use our Platform in any way that is unlawful, illegal, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity; (ii) access, tamper with, or use non-public areas of the Platform, Retired Not Out's computer systems, or the technical delivery systems of Retired Not Out's providers; (iii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iv) access or search or attempt to access or search the Platform by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to those terms and conditions), (scraping the Platform without our prior consent is expressly prohibited); (v) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Platform to send altered, deceptive, or false source-identifying information; or (vi) interfere with, or disrupt, (or attempt to do

so), the access of any user, host, or network, including, without limitation, sending a virus, trojan, worm, logic bomb, or other material which is malicious or technologically harmful, overloading, flooding, spamming, mail-bombing the Platform, or scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Platform.

- 25.4. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Platform will cease immediately.

26. Use on behalf of organisation

If you use our Platform or expressly agree to these Terms of Use in the course of a business or other organisational project, then by so doing you bind both:

- (a) yourself; and
- (b) the person, company or other legal entity that operates that business or organisational project,

to these Terms of Use, and in these circumstances references to "you" in these Terms of Use are to both the individual user and the relevant person, company, or legal entity, unless the context requires otherwise.

27. Linking to us

You may link to our Platform provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists. You must not establish a link to our Platform in any website that is not owned by you. We reserve the right to withdraw linking permission without notice.

28. Third-party links and resources in our site

- 28.1. The links from the Platform may take you to other sites or services and you acknowledge and agree that Retired Not Out has no responsibility for the accuracy or availability of any information provided by third parties' services and websites.
- 28.2. The Platform may include advertisements, which may be targeted to the Content or information on the Platform, queries made through the Platform, or other information. The types and extent of advertising by Retired Not Out on the Platform is subject to change. In consideration for us granting you access to and use of the Platform, you agree that Retired Not Out and its third-party providers and partners may place such advertising on the Platform or in connection with the display of Content or information from the Platform whether submitted by you or others.

28.3. Links to other websites and services do not constitute an endorsement by us of such websites or services, or the Information, products, advertising, or other materials available made available by such third parties.

29. Indemnity

You agree to defend, indemnify, and hold us harmless from and against all liabilities, damages, claims, actions, costs, and expenses (including without limitation legal fees), in connection with or arising from your breach of any of these Terms of Use and/or your use of the website. We may, if necessary, participate in the defence of any claim or action and any negotiations for settlement. No settlement that may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right, at our own expense and on notice to you, to assume exclusive defence and control of any claim or action.

30. Severance

The illegality, invalidity, or unenforceability of any provision of these Terms of Use under the law of any jurisdiction shall not affect its legality, validity, or enforceability under the laws of any other jurisdiction nor the legality, validity, or enforceability of any other provision.

31. Several users

If there are two or more persons adhering to these Terms of Use as user, their liability under the Terms of Use is joint and several and their rights are joint.

32. Waiver

No failure or delay by a party to exercise any right or remedy provided under these Terms of Use or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

33. Termination

33.1. The Terms of Use will continue to apply until terminated by either you or us as follows.

33.2. You may end your agreement with us at any time for any reason by deactivating your Accounts and discontinuing your use of the Platform. You do not need to specifically inform us when you stop using the Platform.

33.3. We may suspend or terminate your Accounts or cease providing you with all or part of the Platform at any time for any reason, including if we reasonably believe: (i) you have violated these Terms of Use or (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Platform to you is no longer commercially viable. We will

make reasonable efforts to notify you by the email address associated with your Account or the next time you attempt to access your Account.

- 33.4. In all such cases, any provision of these Terms of Use that expressly or by implication is intended to come into or continue in force on or after termination of these Terms of Use shall remain in full force and effect.
- 33.5. Nothing in this section shall affect our rights to change, limit, or stop the provision of the Platform without prior notice, as provided above in Clause 6 **Changes to our services**.

34. Force majeure

- 34.1. No party shall be in breach of these Terms of Use nor liable for delay in performing, or failure to perform, any of its obligations under these Terms of Use if such delay or failure result from events, circumstances, or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations.
- 34.2. The affected party shall use all reasonable endeavours to mitigate the effect of a force majeure event on the performance of its obligations.
- 34.3. A force majeure event shall include such events as an act of God, fire, flood, typhoon, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic illness, failure of utility service or transportation, request from a government, or interference from civil or military authorities.

35. Governing law and jurisdiction

These Terms of Use shall be governed by the laws of the Hong Kong Special Administrative Region. You agree to submit to the exclusive jurisdiction of the Hong Kong courts.

36. Languages

In case of discrepancies between the English version and any other language versions of these Terms of Use and contents of our Platform, the English version shall prevail.

Last updated 6 June 2017