

## **eGlobal Terms of Services**

eGlobal reserves the right, at its sole discretion, to modify or replace this Terms and Condition or change, suspend, or discontinue the Platform (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Platform or by sending Client an email. It is Client's responsibility to check this Terms and Condition periodically for changes. Client's continued use of the Platform following the posting of any changes to this Terms and Conditions constitutes acceptance of those changes.

### **Definitions**

In these Terms and Conditions, unless the context otherwise requires, the following definitions shall apply:

1. "eGlobal®" – we, us, ourselves refers to eGlobal, together with its employees, directors, affiliates, successors, and assignees. eGlobal is a company duly established and operating under the laws of Hong Kong, has its registered office at 6B, Sang Chong Industrial Building, 11 Ka Hing Road, Kwai Chung, N.T. Hong Kong.
2. Platform – eGlobal Platform is a service that helps Users to connect to third party to service providers. Refers also to mobile devices, websites or portals that you can access from mobile devices or computers.
3. Transaction - means a specific instruction to send money through eGlobal Platform. Transactions are indicated as Pending, Completed, Failed or Cancelled.
4. "You" – yourself refers to the eGlobal Platform users whether in their capacity as Senders, Recipients, or visitors to any of eGlobal®'s website and/or its applications on mobile devices.

### **1. Platform & Services**

- 1.1 eGlobal provides an online platform that includes membership and to connect to other service providers.
- 1.2 For avoidance of doubt, eGlobal is not responsible or does not provide nor is it obligated to any extra services, as those are provided by the service providers are assigned to the client.
- 1.3 eGlobal is not responsible for any delays, delivery failures, speed and other factors that are beyond eGlobal's reasonable control which are provided by the service providers.

## **2. Acknowledgement and Agreement**

### 2.1. You acknowledge and agree that:

- 2.1.1 you shall ensure that your Mobile Number is valid and accurate;
- 2.1.2 you are solely responsible and liable for any access to and use of the eGlobal platform effected through the use of your Password or Touch ID, notwithstanding that your Password or Touch ID may have been used by any other person without your knowledge, authority or consent;
- 2.1.3 the eGlobal platform may include links to sites on the Internet that are owned and operated by third parties ("**Third Party Sites**"), and if you choose to access these Third Party Sites, you agree to review and accept the terms of use. eGlobal has no control over and excludes all liability for and does not assume any responsibility for material created or published by such Third Party Sites. To the maximum extent permitted by applicable law, you agree to release, defend (at eGlobal's option), indemnify, and hold eGlobal and its affiliates and subsidiaries, including but not limited to their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Terms, (ii) your improper use of the eGlobal Platform (iii) not to infringe, or cause eGlobal to infringe, any third party's intellectual property rights.
- 2.1.4 eGlobal platform may change, add or remove any feature or functionality of the eGlobal services without prior notice. You are deemed to accept such change if you continue to use the eGlobal platform;

## **3. Limits of Responsibility and Liability**

- 3.1. eGlobal is not liable for any loss suffered by you or any third party arising from and in connection with your services, access to and use of the eGlobal Platform except where such loss is attributable to our gross negligence or wilful default. In addition, eGlobal will not be liable for any inconvenience, loss, cost, damage or injury suffered by you or any third party arising from or caused by:
  - 3.1.1. use of your eGlobal Mobile App by third parties, whether authorized or unauthorized by you;
  - 3.1.2 theft or loss of your device, hardware and/or equipment on which the eGlobal Mobile App is installed;
  - 3.1.3. your inability to effect or complete any transaction due to system maintenance or breakdown/non-availability of the eGlobal

platform, network, hardware or software of eGlobal or third party recipients of your transfer of funds;

- 3.1.4. you are being deprived of the use of the eGlobal Platform as a consequence of any action by us;
  - 3.1.7. any failure by us to perform any obligation or observe any of these Terms if such failure arises from a failure of, or any unauthorized and/or unlawful access to, any machine, data processing system or transmission link or any act of force majeure such as acts of God, war or warlike hostilities, civil commotions, riots, blockades, embargoes, sabotage, strikes, lock-outs, fire, flood, shortage of material or labour, delay in deliveries from sub-contractors, or any event outside our control;
  - 3.1.8. any equipment or software providers, any service providers, any network providers (including but not limited to telecommunications providers, internet browser providers and internet access providers), or any agent or subcontractor of any of the foregoing; or
  - 3.1.9. any act or omission by eGlobal in compliance with any applicable laws and/or regulations, including laws governing personal data protection, and any instructions and/or directions given by any local or foreign regulatory body, government agency, statutory board, ministry, departments or other government bodies and/or its officials.
- 3.2. Any downloading of data from the Website is done solely at your risk, and we will not be liable for the integrity or use of any data downloaded in any way.
  - 3.3. eGlobal shall not be responsible in any way for any direct, indirect, special or consequential, economic or other damages arising in any way from your entering into any Transaction, using the eGlobal Platform.

#### **4. Intellectual Property**

- 4.1. You acknowledge that the intellectual property rights in or to the eGlobal Platform are owned by eGlobal.
- 4.2. No part or parts of the eGlobal Platform may be reproduced, distributed, republished, displayed, broadcast, hyperlinked, transmitted, adapted, modified to create derivative works or otherwise commercially exploited in any manner or by any means or stored in an information retrieval system without our prior written permission.

- 4.3 The trademarks, service marks, and logo ("**Trade Marks**") used and displayed in or through the eGlobal Application are registered and unregistered Trade Marks of ours and others.
- 4.4. Nothing in the eGlobal Platform should be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any Trade Marks displayed in or through the eGlobal Application, without our prior written approval.
- 4.5 eGlobal may provide software to access the eGlobal mobile app via a mobile device ("**Mobile Software**"). To use the Mobile Software, you must have a mobile device that is compatible with the Mobile Software. eGlobal does not warrant that the Mobile Software will be compatible with your mobile device. eGlobal hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for one eGlobal account on a mobile device owned or leased solely by you, for your personal use.

## **5. Termination**

- 5.1 If you are in breach of these Terms of Use, eGlobal may suspend your access to the Service without penalty until such breach is remedied.
- 5.2 On termination of your access to the Service, you shall promptly purge all Information from the Service that you have stored.
- 5.3 We may, at any time, terminate your account or any services associated with it by giving notice to you and will guide you on how to access the existing services of the Service Provider.
- 5.4 You may terminate your eGlobal account with us at any time by contacting Customer Support.

## **6. Customer Support**

- 6.1 eGlobal shall provide e-mail support between 09:00-17:00 Monday to Friday, business hours, excluding all public holidays. Address: [cs@eglobal.me](mailto:cs@eglobal.me).
- 6.2 eGlobal will provide customer services in support of the Platform. The Services shall include both technical support services and mobile app services. eGlobal will try the level best to solve which are related to eGlobal services and Platform.

## **7. Data Protection**

- 7.1 We collect personal data when you register and use the eGlobal Platform Personal data is collected when you provide personal data to our eGlobal Application. We use cookies for the purpose of system protection and protection against misuse. You must accept these cookies in order to use our Website. All personal data is handled in accordance with our Privacy Policy which can be viewed on <https://www.eGlobal.com/dataprotection>.

## **8. Fees**

- 8.1 We will collect setup fee and monthly services fee on behalf of the Service Providers and/or the services provided by eGlobal.
- 8.2 The fee schedule will be updated on eGlobal Website and Mobile APP periodically.

## **9. Legal Fees**

- 9.1 In the event of any dispute, contest, arbitration or litigation between the parties hereto, you must prepay a reasonable lump sum in advance to eGlobal and you should fully reimburse eGlobal for all costs, including reasonable attorneys' fees, court costs, expert or consultant's fees and reasonable travel and lodging expenses.

## **10. Governing law**

- 10.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong without regard to principles of conflicts of laws.