

User Agreement

This User Agreement (this "**Agreement**") is between you and ABN Impact HK Limited (trading as Human8) ("**We**", "**us**" or "**our**").

This Agreement governs your use of "**Spark Squad**", which for the purposes of this Agreement and the Spark Squad Privacy Policy includes (except to the extent stated otherwise) without limitation, your registration for and set up of an account on "sparksquad.com.hk" and your participation in activities you are invited to partake in in connection with your such registration and account (such as online discussions, surveys, focus groups, forums, mini-polls and live chats and in-person forums and focus groups), as provided by us (using a customer insights technology platform provided by Alida).

Please read the terms of this Agreement and the Spark Squad Privacy Policy carefully. Access to this Agreement and the Spark Squad Privacy Policy will be provided to you each time you are invited to partake in an activity in connection with Spark Squad, and they will also be available for you to see at any time on www.sparksquad.com.hk. Your use of Spark Squad will constitute your agreement to comply with the terms of this Agreement and the Spark Squad Privacy Policy. If you do not agree with the terms of this Agreement or the Spark Squad Privacy Policy, please do not use Spark Squad.

This Agreement may be amended from time to time without prior notice to you. The most recent version of this Agreement and the Spark Squad Privacy Policy will appear on Spark Squad, so make sure you check it regularly for any updates. Continued access to Spark Squad by you will constitute your acceptance of any amendments to this Agreement. Your failure to comply with the terms of this Agreement (and any other terms provided to you in connection with your use of Spark Squad) may result in suspension or termination of your use of Spark Squad, without notice, in addition to any other remedies available to us.

I. Registration and Account Set up

1. REGISTRATION INFORMATION

We may require you to register for and set up an account in order to use Spark Squad. In order to do so, you may be provided, or required to choose, a password, User Id, and/or other registration information (collectively, "**Registration Information**"). You agree and represent that all Registration Information provided by you is accurate, complete and up-to-date. If any of your Registration Information changes or becomes incorrect, you must update it by notifying us at the contact details set out in [clause 14] of this Agreement

2. USE OF USER ID/PASSWORD:

A. If you register for and set up an account on Spark Squad, you will be solely responsible for maintaining the confidentiality of your Registration Information. You may not authorize others to use your Registration Information. You may not transfer, sell or assign your Registration Information and/or this Agreement to any third party without our written approval. Any attempt to do so will be null and void and shall be considered a material breach of this Agreement.

B. You are solely responsible for all usage and activity on your account on Spark Squad including, but not limited to, use of the account by any person who uses your Registration Information, with or without authorization, or who has access to any computer or mobile device on which your account resides or is accessible.

C. If you have reason to believe that your account on Spark Squad is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your Registration Information), you must promptly change the affected Registration Information by notifying us at the contact details set out in clause 14 of this Agreement.

II. Terms of Use

1. USE OF SPARK SQUAD BY YOU

A. Unless otherwise specified, any activity offered to you in connection with Spark Squad is intended for your personal use only. You may not authorize others to use Spark Squad, and you are responsible for all use of Spark Squad by you and by those you allow to use, or provide access to, Spark Squad.

B. Spark Squad contains material that is protected by local, national and international copyright, trademark and other intellectual property laws. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material, including code and software, from Spark Squad. You may download material from Spark Squad and may use Spark Squad for your personal use only, provided you keep intact all copyright and other proprietary notices.

C. Spark Squad is not intended for users under the age of 18. If you are under the age of 18, you are not permitted to register for or set up an account on Spark Squad or otherwise use Spark Squad. We do not knowingly collect personal data from users who are under the age of 18 and any information submitted by such users will not knowingly be used, posted, or retained by us.

D. You agree not to use any obscene, indecent, or offensive language when using Spark Squad or to supply to or upload or post on Spark Squad any material that is defamatory, abusive, harassing, racist, or hateful or any language denigrating Spark Squad. Further, you may not supply to or upload or post on any activity offered to you in connection with Spark Squad any material that is encrypted, constitutes junk mail or unauthorized advertising or commercial offers, invades anyone's privacy, or encourages conduct that would constitute a criminal offence, give rise to civil liability, or that otherwise violates any local, federal, national or international law or regulation. You agree to use Spark Squad only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability.

E. You are responsible for ensuring that any material you provide to Spark Squad or post on or supply or upload to any activity offered to you in connection with Spark Squad, including, but not limited to, text, photographs and sound, does not violate the copyright, trademark, trade secret or any other personal or proprietary rights of any third party or is supplied, posted or uploaded by you with the permission of the owner(s) of such rights.

F. The content, organization, graphics, text, images, video, design, compilation, advertising and all other material provided to you in connection with Spark Squad, including without limitation, the "look and feel" of Spark Squad, are protected under applicable copyright, trademark and other proprietary (including but not limited to intellectual property) rights and laws and are our property. To copy, rearrange, redistribute, modify, use, reproduce, republish, upload, post or transmit in any way, directly or indirectly, of any such material or any part of Spark Squad, including but not limited to the removal or alteration of advertising, except for the limited rights of use granted hereunder, is strictly prohibited.

G. You may not in any way make commercial or other unauthorized use, by publication, re-transmission, distribution, performance, caching, or otherwise, of any material obtained through your use of Spark Squad, except as permitted by law or as expressly permitted in writing by us or by this Agreement.

H. You agree not to disrupt, overwhelm, attack, modify or interfere with any activity provided to you in connection with Spark Squad or its associated software, hardware and/or servers in any way, and you agree not to impede or interfere with others' use of Spark Squad. You agree that you will not post

any software, files or links to other sites, and that you will not post any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of any activity on Spark Squad, or feature of Spark Squad. You further agree not to alter or tamper with any information or materials on or associated with Spark Squad.

I. Other than connecting to our servers by http requests using a Web browser, you may not attempt to gain access to our servers by any means - including, without limitation, by using administrator passwords or by masquerading as an administrator while using Spark Squad or otherwise.

J. You acknowledge that we have not reviewed and do not endorse the content of all sites linked on Spark Squad and are not responsible for the content or actions of any other sites linked on Spark Squad. Your access to and use of any websites linked on Spark Squad is at your sole risk.

K. The nature of The Spark Squad is interactive. By providing, posting or uploading content in connection with your use of Spark Squad, you understand and acknowledge that any materials, ideas or other communications you transmit in any manner and for any reason will not be treated as confidential or proprietary. Furthermore, you acknowledge and agree that any ideas, concepts, techniques, procedures, methods, systems, video, scripts, music, photographs, designs, plans, charts, or other materials you provide, post or upload in connection with your use of Spark Squad may be used by us anywhere, anytime, and for any reason whatsoever.

2. COMMENTS BY OTHERS ARE NOT ENDORSED BY US:

We do not endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted on forums, blogs or otherwise contained on or published in connection with Spark Squad. Any information or material placed online, including advice and opinions, are the views and responsibility of those who post the statements and do not necessarily represent our views. You agree that we are not responsible, and shall have no liability to you, with respect to any information or materials posted by others, including defamatory, offensive or illicit material or material that violates this Agreement.

3. USE OF MATERIAL SUPPLIED BY YOU

For information regarding the use of personal data you supply or communicate when you use Spark Squad, please see the Spark Squad Privacy Policy. Except as expressly provided otherwise in the Spark Squad Privacy Policy, you agree that by posting messages, uploading files, inputting data or engaging in any other form of communication in connection with your use of Spark Squad, you grant us a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to use, reproduce, modify, adapt, translate, enhance, transmit, distribute, publicly perform, display, or sublicense any such communication (including your identity and information about you) in any medium (now in existence or hereinafter developed) and for any purpose, including commercial purposes, and to authorize others to do so. In addition, please be aware that information and content (including photographs) you disclose when you use Spark Squad may be available to other members of Spark Squad, so you should be mindful of the personal data and other information or content you may supply or communicate when you use Spark Squad. WE HEREBY DISCLAIM ANY AND ALL LIABILITY THAT MAY ARISE IN CONNECTION WITH ANY AND ALL INFORMATION OR CONTENT POSTED, UPLOADED OR SUPPLIED BY YOU WHEN YOU USE SPARK SQUAD.

4. COPYRIGHT

We respect the intellectual property of others, and we ask you to do the same. We may, in appropriate circumstances and at its discretion, suspend or terminate your access to Spark Squad, or take other

action against users, subscribers, registrants and account holders who infringe the copyright rights of others in connection with your use of Spark Squad.

5. INDEMNIFICATION

You agree to indemnify us, and our respective affiliates, employees, agents, representatives and third party service providers, and to defend and hold each of them harmless, from any and all claims and liabilities (including attorney's fees) which may arise from your submissions, from your unauthorized use of material obtained through Spark Squad, or from your breach of this Agreement, and from any such acts in connection with your use of Spark Squad.

6. EDITING AND DELETIONS

We reserve the right, but undertakes no duty, to review, edit, move or delete any material provided for display or placed in connection with Spark Squad or its forums, in its sole discretion, without notice.

7. ADDITIONAL TERMS

We reserve the right to provide to you, from time to time, additional terms of usage that apply to your use of Spark Squad. Such additional terms will be posted in the relevant parts of Spark Squad. Your continued use of Spark Squad constitutes your agreement to comply with these additional terms.

8. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

YOU ACKNOWLEDGE THAT YOU ARE USING SPARK SQUAD AT YOUR OWN RISK. SPARK SQUAD IS PROVIDED "AS IS", AND WE AND OUR AFFILIATES HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY SPARK SQUAD. WE AND OUR AFFILIATES DO NOT REPRESENT OR WARRANT THAT ACCESS TO SPARK SQUAD WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES WILL BE TRANSMITTED ON SPARK SQUAD.

WE AND OUR AFFILIATES SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ALLEGEDLY SUSTAINED ARISING OUT OF THIS AGREEMENT, THE PROVISION OF SPARK SQUAD HEREUNDER, YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE SPARK SQUAD, INCLUDING FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM SPARK SQUAD, YOUR RELIANCE ON SPARK SQUAD OR ANY OF THE INFORMATION OR CONTENT AVAILABLE ON SPARK SQUAD, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU HEREBY AGREE TO RELEASE US AND OUR AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF SPARK SQUAD.

9. TERMINATION OR SUSPENSION OF ACCESS TO SPARK SQUAD

We have the right to terminate and/or suspend your ability to access or use Spark Squad or any part of Spark Squad, for any or no reason, or may prevent your use of Spark Squad with or without notice to you. You agree that you do not have any rights in Spark Squad and that we will not have any liability to you if Spark Squad is discontinued or your ability to access or use Spark Squad is terminated.

10. JURISDICTION

We make no representation that the information or content provided to you in connection with Spark Squad are appropriate, available or legal in any particular location. Those who choose to use Spark Squad do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

11. Mox disclaimer

Spark Squad is provided by us on behalf of Mox Bank Limited (“**Mox Bank**”), and is not provided, controlled or monitored by Mox Bank. In addition to this Agreement and the Spark Squad Privacy Policy, you acknowledge and agree that the availability and provision of Spark Squad to you is subject to the ‘Mox disclaimer’ as set out on the Mox app and on Mox’s website, and available here: <https://mox.com/legal-documents/mox-disclaimer>.

12. Governing Law

All the terms and conditions of this Agreement are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region (“**HKSAR**”). You agree to submit to the non-exclusive jurisdiction of the courts of the HKSAR. You further agree that this Agreement may be enforced in the courts of any competent jurisdiction.

13. Governing Version

The English version of this Agreement prevails in the case of any inconsistency between the English version and the Chinese version.

14. Your concerns

If you have any concerns about any material which appears on or is provided to you in connection with Spark Squad, or Spark Squad itself, please contact the Spark Squad Community Manager at support@sparksquad.com.hk.

Last updated: 03/28/2023