

Vcan FinTech Limited

(a company incorporated in Hong Kong with limited liability)

("We" or "Vcan")

Terms and Conditions of Use

("Terms of Use")

Last Update – April 2017

Please read these Terms of Use carefully before accessing or using Vcan's services available on the website of Vcan at www.vcanfintech.com as further described below ("**Vcan Services**"). These are the general terms and conditions governing your access and use of Vcan Services.

By accessing or using any part of Vcan Services, you ("Customer", "Merchant" or "you"/ "your") agree to be bound by all the Terms. If you do not agree to any of the Terms, you must not access or use Vcan Services.

These Terms of Use were originally written in English. We may translate these Terms of Use into other languages from time to time for reference and information purpose only. In the event of any inconsistency or conflict between the English version and version(s) in other language(s), the English version shall always prevail.

Vcan may modify, revise or update these Terms of Use at its sole and absolute discretion, and we will post the amended Terms of Use on Vcan's website. All changes are effective immediately when we post them and apply to all access to and use of the Vcan Services on the Website thereafter. Your continued use of the Vcan Services after any changes to the Terms of Use shall mean that you accept and agree to such changes. You are expected to check the latest Terms of Use on the website of Vcan from time to time so that you are always aware of any changes, as they are binding on you.

If Vcan provide any additional or specialized tailor-made services for you, you may have to accept additional terms and conditions prior to use of such services.

1. Definitions

In the context of this Terms of Use, the following terms shall have the following meaning:

- a. "**Business Day**" means any day on which commercial banks in Hong Kong are generally available for service, except Saturdays, Sundays and public holidays.

- b. **“Buyer”** means a person or entity that purchases your Product from you directly, or on a Marketplace.
- c. **“Customer Bank Account”** means your designated beneficiary bank account in Hong Kong or the PRC into which you wish to receive Funds settled through us by using the Vcan Services, and such bank account shall be specified by you in the Vcan Account.
- d. **“Designated Payment Services”** means (i) the US Payment Service; (ii) the EU Payment Service; and (iii) the Other Inbound Payment Service.
- e. **“EU”** means the European Union.
- f. **“EU Payment Service”** means the EUR payment services provided in Vcan Services through the Single European Payment Area (**“SEPA”**) systems.
- g. **“EUR”** means the Euro, the lawful currency of the EU.
- h. **“Fees”** means the charges payable by you to us for using Vcan Services.
- i. **“Funds”** means funds received on your behalf by Vcan or its Service Providers in the course of supplying the Vcan Services.
- j. **“Hong Kong”** means the Hong Kong Special Administrative Region of the PRC.
- k. **“Inbound Payments”** means any funds received by Vcan via the Designated Payment Services.
- l. **“Marketplace”** or **“Payer”** means an e-commerce marketplace approved by Vcan for acceptance with the Vcan Services from time to time where you are a seller of Product pursuant to a written agreement between you and the Marketplace.
- m. **“Other Inbound Payment Service”** means the payment services in currencies other than EUR and USD provided in Vcan Services from time to time through a system designated by Vcan.
- n. **“Other Locations”** means locations other than the US and the EU where Vcan provides Other Inbound Payment Service from time to time.
- o. **“Other Policies”** means the Privacy Policy and other terms and policies applicable to or related to the use of the Vcan Services as published by Vcan from time to time on its website.
- p. **“PRC”** means the People’s Republic of China, and for the purpose of these Terms of Use, it does not include Hong Kong, the Macau Special Administrative Region and Taiwan.
- q. **“Product”** means a product that you sell through a Marketplace and for which you wish to use the Vcan Services to receive payment.
- r. **“Service Providers”** means third parties providing facilities in the course of supplying the Vcan Services by Vcan, including but not limited to banks, payment service providers, clearing networks and other third party payment processing service providers.
- s. **“Terms”** means the terms of these Terms of Use, together with the terms of Other Policies.
- t. **“Transaction”** means an actual or attempted payment transaction that involves Vcan Services.
- u. **“Vcan Account”** means a unique account within the Vcan Services established for you to register for and being able to the ongoing use of the Vcan Services. For avoidance of doubt, such account shall not constitute a bank account. You are expected to provide

your information, Marketplace store information, Transaction history and other information related to your use of the Vcan Services.

- v. **“Vcan Bank Account”** means an operating account of Vcan maintained at a financial institution in the US or the EU or Other Locations into which you shall be allowed to receive Funds through Vcan as your agent under this Terms of Use. Vcan shall inform you of the Vcan Service Credentials once you have been approved for use of the Vcan Services.
- w. **“Vcan Service Credentials”** – means your Vcan Bank Account number and the related coordinates.
- x. **“US”** means the United States of America.
- y. **“USD”** means the United States dollars, the lawful currency of US.
- z. **“US Payment Service”** means the USD payment service provided in Vcan Services through the Automated Clearing House (**“ACH”**) in the US.

2. About Vcan

- a. You shall acknowledge and agree that Vcan is a licensed money service operator registered with the Customs and Excise Department of Hong Kong under the Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance (Chapter 615 of the Laws of Hong Kong).
- b. Vcan is not a bank or a financial institution, and it does not pay interest to you on the Funds. Customer acknowledges that Funds held by Vcan on your behalf or in the process of settlement are not insured by the Hong Kong Monetary Authority or any insurers.
- c. Upon transmitting the Funds to the Customer Bank Account, it shall be converted into the designated currency of the Customer Bank Account at the rate as shown in the Vcan Account.
- d. Vcan shall be entitled to any gains (including but not limited to interests and gains on currency exchanges) in the course of providing the Vcan Services to you.

3. Registering with Vcan

- a. Vcan Services are not directed to minors. By using or accessing the Vcan Services, you are deemed to have declared and represented that you are not a minor. If you are a minor, you shall not use or access any Vcan Services.
- b. A business or individual engaging in e-commerce may apply to use the Vcan Services via our Vcan website. Before accessing or using any Vcan Services, we shall require a Vcan Account be opened, and for such purposes, you are required to provide Vcan with all information and documents requested by Vcan from time to time. In the course of and upon opening of the Vcan Account, we shall

have the right to request any additional information and document from you, including, but not limited to, information on your directors and shareholders, and your business, corporate and financial information. Upon providing such information, you shall keep us informed of any changes promptly by writing or through our designated system or channel from time to time. By requesting the opening of a Vcan Account, you shall be deemed to have consented that Vcan may verify your registration information against third party databases.

- c. As part of the registration process, you will need and be deemed to accept these Terms of Use together with Other Policies.
- d. If you register the Vcan Services on behalf of a business or commercial entity, you must be legally authorized under the business entity's formation documents and/or otherwise under applicable law.
- e. Vcan reserves all the rights to open or not to open the Vcan Account to any person. Vcan also reserves the rights to terminate any Vcan Account at any time. In case of an unsuccessful application or termination, Vcan is not obliged to provide any reason.
- f. If your Vcan Account is opened successfully, Vcan will notify you via email and we will provide you with your Vcan Service Credentials in such email. Your Vcan Service Credentials are unique to you and it is your responsibility to keep this information safe. You must take all reasonable steps to keep your Vcan Account user name and password safe and strictly confidential at all times and you shall never disclose it to anyone save and except your permitted and authorized personnel who shall have undertaken to keep such information strictly confidential. You should notify us immediately if you have noticed any unauthorized use or access to your Vcan Account. By accessing the Vcan Account through a correct user name and password, it shall be deemed that such account has been accessed legally and under your authorization, and you agree that you will be liable for the Transactions and Fees incurred by such use.

4. Vcan Services

- a. The Vcan Services consist of you, receiving Funds in a Vcan Bank Account from Marketplaces through Vcan as your agent. Vcan is an independent contractor that acts solely as an agent for you, the payee in respect of the Funds. Vcan does not act as a fiduciary, trustee or escrow holder on your behalf. Vcan assumes no liability to or in respect of any Buyer or Marketplace or otherwise in respect of any Product or any other part of your business. You assume exclusive responsibility for your Product, Buyers and Marketplaces and shall indemnify and hold Vcan, its directors, officers, employees and agents harmless from any claim by any of them against Vcan. The sale of counterfeit goods or goods breaching

intellectual property rights can also lead to legal action by rights holders and a potential loss of Funds. We do not serve the Marketplace and we have no contract with them concerning your Funds or Product. The Vcan Services are provided in accordance with the laws of Hong Kong.

- b. The Vcan Account and the related Vcan Services are only intended for use to receive the Inbound Payments from the Buyer of you or at a Marketplace and remit the same to the Customer Bank Account. You shall not use the Vcan Account and/or the Vcan Services then you shall: (i) inform Vcan of that intention through the Vcan Account; and then (ii) instruct the Marketplace to deposit your Funds into the Vcan Bank Account indicated for such purpose by Vcan as Inbound Payments. You shall not allow the Marketplace any right to debit the Vcan Bank Account and you shall be liable to Vcan for any debits made on such account by Marketplace or any other third party.
- c. Vcan shall use commercially reasonable efforts to inform you of Inbound Payments of Funds into the Vcan Bank Account through your Vcan Account. Vcan offers no guarantee that such information will be accurate, complete or timely.
- d. Vcan reserves the right to offset from any settlement to you any funds owed to Vcan by you, including, but not limited to, all Fees payable under this Terms of Use or otherwise.
- e. Funds may be temporarily withheld in the event that Vcan or one of its Service Providers determines that the proposed transaction, transfer, remittance or settlement may violate any applicable laws or regulations. Funds may be forfeited as per the requirements of applicable laws or regulations.
- f. The Vcan Services are not a bank account nor do they offer the features and benefits of a bank account. Funds shall not bear interest. By accepting these Terms of Use, you acknowledge that Vcan is authorized to retain any interest that arises with respect to the sum of any Funds held in Vcan's operating account. In the unlikely event that we become insolvent, you may lose the Funds.
- g. Funds are your property. No person or entity other than such registered user has any rights in relation to Funds. You may not assign or transfer your right to utilize the Vcan Services to a third party or otherwise grant any third party a legal or equitable interest in connection with your use of the Vcan Services.
- h. The Vcan Services may include some or all of the following services, which may change from time to time:
 - I. receive Inbound Payments from your registered Marketplace to your Vcan Account;
 - II. settlement of Funds to your Customer Bank Account, in your local currency;
 - III. view and manage Transaction activities online through "Vcan Account" on the Vcan website; and

- IV. any other additional services that are made available by Vcan from time to time.
- i. Use of our Vcan Services requires a Vcan Account. You agree to provide us with complete and accurate information when you register for an account. The Vcan Services are intended to enable payments for e-commerce-related activities and are not intended for personal or illegal use.
 - j. You are solely responsible for all applicable government tax in connection with or related to the Vcan Services, including but not limited to the tax incurred as a result of the sell and purchase of the Products, the Funds received and all related tax reporting obligations.
 - k. If your Vcan Account has remained inactive or idle without any Transactions for over six (6) years, the Funds in the Vcan Account shall be deemed to be renounced by you, and we may forfeit such Funds without any notice to you.

5. Receiving Payments via Vcan Services

- a. Our Vcan Service enables you to receive Funds from Marketplaces. These services are currently available in USD and Euro, and may be enabled in additional currencies from time to time. You must be in good standing with Vcan in order to use Vcan Service. You represent that settlement of Funds through the Vcan Services does not breach your agreement with the Marketplace. Only Marketplaces approved by Vcan may make payments to your Vcan Account with the Vcan Service. Approval of Marketplaces are at the sole and absolute discretion of Vcan. Inbound Payments sent by Marketplaces that are not approved by Vcan will be rejected. Any costs and expenses associated with rejected payments shall be borne by you.
- b. Upon registration with Vcan, you will be provided with the information you may need to receive funds through Vcan Service, including your Vcan Service Credentials. You shall provide your Vcan Service Credentials to the Marketplaces from whom you wish to receive payment through the Vcan Service. Please note the Vcan Account is not a bank account and you should not attempt to use the Vcan Account as a bank account. You agree to avoid any direct communication with any bank that is involved supporting the Vcan Service. Any direct contact with a bank or other provider regarding the Vcan Service may result in immediate termination of your use of the Vcan Service.
- c. Vcan Service will only accept funds received via ACH credit transfers from approved Marketplaces to our U.S., Bank Secrecy Act (BSA) regulated, bank accounts. The EU Payment Service will only accept funds received via SEPA credit transfers from corporate European bank accounts of companies based in the

European Economic Area. Other Inbound Payments in other currencies may be enabled from time to time by Vcan. The Vcan Service does not support cash, credit card payments, wire transfers or checks for Inbound Payments. We reserve the right to reject partial or full payments at any time. Payments may be rejected for any reason, including but not limited to reasons related to compliance with the Bank Secrecy Act / Anti-money Laundering / Office of Foreign Asset Control regulation or Vcan's compliance policies. When rejecting a payment, we will be under no obligation to disclose the reason for the rejection.

- d. The time it takes for Inbound Payments to reach Vcan is not in Vcan's control. If an Inbound Payment is not received within five (5) Business Days, we will initiate an internal investigation on your behalf provided that you have made such requests to us. Any issues or disputes associated with Marketplaces and their policies should be resolved directly with the Marketplace and are not the responsibility of Vcan.
- e. Vcan discloses its fees on the Vcan website and in your Vcan Account at www.vcanfintech.com. The fees charged for Vcan's Services may be modified from time to time at Vcan's sole and absolute discretion. Vcan's Service may also offer promotions in the form of refunds, reduced fees, and bonuses. If you have any questions or are unclear as to any fees, you should contact Vcan's customer service officer.
- f. You may be required to provide us with additional information and documents prior to using the Vcan Service. Such additional information might include documents allowing Vcan to verify the identity of your entity's shareholders. Additional information includes, but is not limited to supporting transaction data, and payment confirmation from the Marketplace. Failure to provide such requested information may result in us denying your use of the Vcan Service.
- g. Inbound Payments sent by payers that are not approved by Vcan will be declined and returned to the payer. Any costs and expenses associated with declined payments shall be borne by you or the payers, as applicable. If a payment is rejected for any reason, fees may be charged by the bank or other provider sending the payment. You are solely responsible for any fees incurred in connection with payments that are rejected.
- h. We reserve the right to terminate your Vcan Service at any time and you may cancel your Vcan Service at any time. It is strictly forbidden to use the Vcan Service for any illegal purposes including, but not limited to, fraud and money laundering. You are prohibited from using the Vcan Service in any attempt to abuse, exploit, or circumvent any law or regulation.

6. Settlement to Customer Bank Account

- a. In order to complete settlement of your Funds to your Customer Bank Account, you must logon to your Vcan Account and request a fund settlement. Before executing a settlement from your Vcan Account to your Customer Bank Account, we require you to provide the bank account details for your Customer Bank Account. We hold the ability to ensure you are in good standing with the account-holding financial institution from time to time. You must not request settlement to any Customer Bank Account that is not yours. You must not request settlement to a bank account that does not have you listed as the owner of such account. The Vcan Service has no peer-to-peer or third party transmission functionality and you may receive Funds in only one place, the Customer Bank Account.
- b. You must ensure that your Customer Bank Account information is correct and accurate. We cannot be held responsible for Funds being sent to the wrong bank account as a result of you providing incorrect payment details. In the event that Vcan receives inaccurate payment information which is later rejected, you may be charged fees which we can deduct from your customer balance. In case of any incorrect or misdirected payment, we shall take reasonable measures to assist you with tracing and, if reasonably possible, recovering such payments, but we shall not be liable for any payments that cannot be recovered.
- c. Vcan may rely on third party banking counterparts or on local payment providers with whom we have payment arrangements and who are regulated in China and comply with the local laws in order to complete settlement.
- d. Vcan will initiate a settlement to your Customer Bank Account in the amount you selected, less any applicable Fees. Any fees charged by your Customer Bank Account are not the responsibility of Vcan. The funds settled to Customer Bank Account may not be returned to Vcan unless the settlement was in error.
- e. If requested by Marketplace, or if Vcan deems it necessary in its sole discretion, Vcan shall provide it with a receipt in the name of Merchant evidencing receipt by Merchant of Transaction Funds via Vcan, its agent. Merchant authorizes Vcan to provide a copy of this agreement as well as Transaction information to any Marketplace that requests information concerning the Merchant or settlements to the Vcan Bank Account.

7. Maintaining your Vcan account

- a. You must ensure that your information on record with Vcan is always accurate and up to date and we shall not be liable for any loss arising out of your failure to do so. We may ask you at any time to confirm the accuracy of your information or to provide documents or other evidence verifying such information.

- b. We may contact you by email, by phone or in other ways, with information or notices regarding your use of the Vcan Services. It is your responsibility to regularly check your Vcan account and the proper functioning of your email account or other methods of communication that you have registered with Vcan and to promptly retrieve and read messages relating to your use of Vcan Services. We shall not be liable for any loss arising out of your failure to do so. You will be liable for any loss that directly results from any failure to submit, or notify us of a change in, your contact details in accordance with these terms and conditions.
- c. Information regarding payments received, withdrawals and other Vcan Services activities are displayed in your Vcan account online Transactions history of the Vcan website together with the Fees charged. Each Transaction is shown in the transaction history.
- d. Monthly statement will be prepared by us within 10 Business Days after the end of each month. Such monthly statement may be sent directly to your email, or be available to be accessed at our website. We strongly advise you to check such information regularly. All the particulars as shown in the monthly statement shall be deemed correct and conclusive if no written notice of objection is received by us 30 days after the date of such statement.
- e. If you do not actively use the Vcan Service we may consider you to be inactive. Once you have been deemed inactive we may disable certain features and services, up to and including terminating your use of the Vcan Service. If you are deemed inactive, you may request Vcan to reactive your status at any time and Vcan may reactive your status, in its sole discretion, subject always to other terms of these Terms of Use.
- f. For the account inactively used for more than 12 months, we may charge USD 100 per month as maintenance fee.

8. Security

- a. We have implemented commercially reasonable administrative and technical procedures to protect your personal information from accidental loss and from unauthorized access, use or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use such personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.
- b. You agree that Vcan is permitted to share information about you (a) with our Service Providers; (b) for regulatory purposes; and (c) as may be required by law, legal process or court order. This includes sharing information (a) about your transactions for regulatory and compliance purposes; (b) for use in connection

with the Vcan Services; and (c) to conduct Vcan's compliance and risk management process.

- c. Your use of the Vcan Services is subject to our Privacy Policy which you agree to upon registering for a Vcan Account. Our Privacy Policy explains how and for what purpose we collect, use, retain, disclose, and safeguard the personal information you provided to us. Please make yourself familiar with the Privacy Policy which is also available on the Vcan website.

9. Limitation of Liability and Disclaimers

- a. We shall not be under any liability for any loss or damage resulting from delay or failure to perform either in whole or in part where such delay or failure is due to causes beyond our control, and/or not occasioned by our fault or negligence, including, but not limited to war, the threat of imminent war, riots or other acts of civil disobedience, insurrection, acts of God, restraints imposed by

governments or any other foreign legal authority or any other industrial or trade disputes, fires, explosions, storms, floods, lightning, earthquakes, epidemic, pandemic and other natural calamities.

- b. We assume no liability for any misrepresentations, mistakes, defaults, failures, omissions and whatsoever in the representations, statements or descriptions provided by us and/or any other third parties in any publications and materials relating to the goods and services provided or to be provided by us. Furthermore, we shall not be responsible or liable for the actions and omissions of third parties involved in the provision of the Vcan Services.
- c. SAVE AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, WE HEREBY DISCLAIM ALL CLAIMS, RESPONSIBILITIES AND LIABILITIES (INCLUDING ANY ECONOMIC LOSS THEREOF) ARISING OUT OF OR IN CONNECTION WITH THE PROVISION OF THE GOODS AND SERVICES UNDER THE VCAN SERVICES. WE MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING OUR GOODS AND SERVICES. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE GOODS AND SERVICES AND THE FACILITIES USED WILL BE UNINTERRUPTED, WITHOUT DELAY, ERROR AND DEFECT-FREE, OMISSION-FREE, OR WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY. WE EXPRESSLY DISCLAIM ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY ACCURACY, TIMELINESS AND COMPLETENESS. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LIABILITY FOR LOSS OF USE, DATA OR PROFITS), IN WHATEVER CAUSE OF ANY ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTIONS, ARISING OUT OF OR IN CONNECTION WITH THE PROVISION OF THE VCAN SERVICES. WE EXPRESSLY EXCLUDE ALL LIABILITY FOR ANY DAMAGE OR INJURY SUFFERED DIRECTLY OR INDIRECTLY THROUGH THE GOODS AND SERVICES PROVIDED.
- d. Subject to and without prejudice to the foregoing, in the event that we are held liable for any loss or damage arising from or in connection with the Vcan Services, the maximum amount of the damages that you may recover from us in aggregate shall not exceed the total amount of the Fees paid by you within the past twelve (12) months prior to the date of cause of the action arises.
- e. In respect of any Inbound Payment, you hereby release the Marketplace from liability for such payment as of when the Funds related thereto are received by

- Vcan and not as of that later time when the Funds are settled to you by Vcan. Each Marketplace shall be a third party beneficiary under this provision.
- f. You acknowledge that Vcan will provide the Vcan Services using Service Providers. No commercial agreement exists between the Service Providers and yourself and each of the Service Providers will accordingly have no direct liability to you.
 - g. All of Section 9 of this Terms of Use shall survive termination hereof.

10. Indemnification

- a. You agree to indemnify and hold harmless Vcan and its Service Providers and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Vcan Services, including but not limited to your violation of this Agreement.

11. General Representation and Warranty

- a. You represent and warrant that (i) you are duly registered in your place of incorporation or establishment and is legally subsisting; (ii) you have all necessary authority to enter into the Transactions as well as the transactions contemplated in connection with or related to the Vcan Services; (iii) these Terms of Use and other Terms may be legally enforceable and binding on you and may be specifically performed by you ; (iv) you do not and will not breach any applicable laws and regulations, any of your constitutional documents and/or any mortgage, contracts, undertakings or other instruments in which you are a party; (v) you have been operating in accordance with all applicable laws and regulations, and you have obtained all required and valid licences, consents, certificates and approvals (whether it is issued by government or in private) for the operation of your businesses, and you are not aware of any circumstances in which such licences, consents, certificates and approvals may be revoked, cancelled or not renewed; (vi) your use of the Vcan Services will be in strict accordance with these Terms of Use and other Terms (including the terms set out in the Privacy Policy) and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the US or the country in which you reside); and (vii) your use of the Vcan Services will not infringe or misappropriate the intellectual property rights of any third party.

12. Disclaimer of Warranties

- a. The Vcan Services are provided “as is.” Vcan and its Service Providers hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Vcan nor its Service Providers, makes any warranty that our Services will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, our Services at your own discretion and risk.

13. Termination

- a. Vcan may terminate your access to all or any part of the Vcan Services at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your Vcan Account, you may simply discontinue using the Vcan Services. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

14. Complaints and Communications

- a. Any complains about us or the services we provide should be addressed to us in the first instance by contacting Vcan Customer Support. You should clearly indicate that you wish to make a compliant to us. This helps us to distinguish a complaint from a typical query. We may send an acknowledgement of complaint or request additional information from you regarding your complaint.
- b. Our goal is to provide you with a prompt answer or resolution to your complaint where possible. Nothing contained herein, however, constitutes a commitment by Vcan to resolve your complaint.
- c. Vcan Customer Support can be reached at the following phone number and email:
- d. Phone: +852 3959-3644; email: complaints@vcanfintech.com .
- e. You may contact Vcan at Level 4, Core E, Cyberport 3, No. 100 Cyberport Road, Hong Kong, via telephone at +852 3959-3644, and via email at cs@vcanfintech.com .

- f. All communications in relation to this Terms of Use or the Vcan Services, whether verbally or in writing, must be in the English language.

15. Miscellaneous

- a. If any provision of these Terms of Use is determined by a court, arbitral body or institution of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be reformed, modified and interpreted so as to make it valid, legal and enforceable and to most nearly approximate original intent of such provision, with the remainder of the Terms of Use remaining in full force and effect.
- b. No failure or delay by us in exercising any right, power or remedy under these Terms of Use shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by us of any breach of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.
- c. 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 law of any other jurisdiction nor the legality, validity or enforceability of any other provision.
- d. You shall not assign or transfer any rights and obligations under these without our consent in writing.
- e. The Contract (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) shall not apply.
- f. These Terms of Use shall be governed by and construed in accordance with the laws of the Hong Kong.

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