

WEBSITE TERMS OF USE

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY AS THEY APPLY TO YOUR USE OF THIS WEBSITE.

The Cyclopes Limited (“**Cyclopes**”, “**we**”, “**us**” or “**our**”) provides and makes available this website. By accessing this website (“**Website**”) and any of its pages, features, information, content, applications and services contained therein from time to time (collectively, the “**Service**” or “**Services**”, which includes the Website and Portal (as defined in “Section 1 REGISTRATION” below), you are agreeing to these terms. If you do not agree to these terms, you should not use the Services. Cyclopes have the right to update or make changes to the Services and these terms of use (“**Terms of Use**” or this “**Agreement**”) from time to time which shall be binding on you and you should check these terms from time to time for updated terms of use.

1. REGISTRATION

You may be required to register with us by creating a user account (“**User Account**”) in order to access certain parts of the Services (“**Portal**”). Where you are required to register:

- (a) you must provide us with accurate, complete and updated registration information as required by the account registration form;
- (b) you shall keep the details of your registration and User Account maintained with us, including any user name and password which provides you access to the Portal or any particular component thereof secure and confidential. You agree that we shall not be responsible or liable for any unauthorised use of your User Account by any other person;
- (c) you authorise us to assume that any person using the Services, including the Portal, with your user name and password is either you or authorised to act for you. You agree that you are responsible for any and all activity related to the Services and Portal accessed or used via your account.

You also agree to maintain and promptly update any information you provide to us (including but not limited to any personal data) to keep it current, complete and accurate. The personal data you provide to us on the registration form to create your User Account as well as any other personal data that you may upload onto our Website will be dealt with in accordance with our **PRIVACY POLICY** (accessible at <https://doc.cyclopeseducation.com/doc/Privacy-Policy-20221010.pdf>)

2. YOUR USE OF THE SERVICES

You acknowledge that we may add, delete, remove, modify, disable, suspend, discontinue or restrict some or all of the Service (including any Portal for which you are required to register) at our sole discretion without notice to you, and you acknowledge that: (i) you may no longer be able to use the Services (including the Portal) to the same extent, or at all, as prior to such events, and (ii) Cyclopes shall have no liability to you or any third party in such case. You agree that Cyclopes shall not be liable in any event for the addition, deletion, removal, modification, disabling, suspension or restriction of access to or use of any or all of the Services.

You agree to use the Services for your personal, non-commercial use only and you are solely responsible for all content that you publicly post or privately transmit on or through the Services. Any and all rights (including without limitation to intellectual property rights) in or to the Services (or any part thereof) are and shall remain the exclusive property of Cyclopes.

As a condition of your use of the Service or any part thereof, you agree that you will not:-

- (a) use the Service for any purpose that is unlawful, unauthorised or prohibited by any applicable laws or regulations (whether criminal or civil), policies, terms, conditions, and notices;
- (b) trespass, break into, access, use or attempt to trespass, break into, access or use any other parts of our servers and/or any data areas for which you have not been authorised by us, and/or attempt to circumvent any filtering or security measures or in any way interfere with, interrupt, destroy or limit the proper working or functionality of the Services;

- (c) interfere with or disrupt networks connected to the Services or violate the regulations, policies or procedures of such networks;
- (d) transmit, post or upload any content that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunication equipment through the Services;
- (e) attempt to gain unauthorised access to any Portal, other User Accounts or passwords, servers, computer systems or networks connected to the Services, through password mining or any other means, or use or launch any automated systems (such as "robots" or "spiders") to access the Services or any networks, servers or computer systems connected to the Services;
- (f) where you have registered a User Account, directly or indirectly, allow others to use your username or password;
- (g) post, publish, transmit, reproduce, distribute or in any way exploit any content obtained through this Website for commercial purposes;
- (h) upload, post, publish, transmit, reproduce, frame or distribute in any way, any component of the Service itself or any content obtained through the Services (all of which are protected by copyright, or other proprietary or intellectual property right), or create derivative works with respect thereto, without our prior written permission;
- (i) transmit, post or upload any content protected by intellectual property laws, rights of privacy or publicity or any other applicable law unless you own or control the rights thereto or have received all necessary consents;
- (j) interfere with another user or registered member's use and enjoyment of the Services;
- (k) "stalk" or otherwise harass another; or and
- (l) collect or store personal data about other users, or store any content or data from the Website on a server or any other storage device, or create any database by systematically downloading and/or storing any content or data from the Website.

We reserve the rights, without any notice to you, to access your User Account from time to time or to observe and record your access to and use of this Website to determine if you are complying with any applicable laws, regulations, terms and conditions, including without limitation to these Terms of Use. We reserve the right to terminate your use of the Services or any related website for breaching, or in our view suspected breach of, this Agreement including without limitation for violating any of the prohibited uses, or for any other reasons we deem appropriate.

You acquire absolutely no rights or licences in or to the Services other than the limited right to utilise the Services in accordance with the Terms of Use.

3. INTELLECTUAL PROPERTY

The materials made available as part of this Website (including without limitation text, images, layout, designs, pictures, graphics, logos, icons, brands, audio, video clips, illustrations, data compilations, software and other proprietary materials contained on this Service, as well as the arrangement or compilation thereof (collectively, "**Content**")) is owned by us or is licensed by us for limited use, and is protected by copyright, trade marks, patents and/or other proprietary rights and laws. You may not, and you may not procure, assist or facilitate any third party to, copy, download, reproduce, modify, publish, transmit, upload, display, redistribute, store, communicate, commercially exploit, participate in the transfer or sale of, create derivative works of, or in any way disseminate or exploit any of the Content or otherwise infringe the intellectual property rights of any person in using the Services or Content in whole or in part, in any media, without our prior written consent.

You may only download and/or print reasonable extracts or such part of the Content as is expressly permitted to be downloaded, copied and/or printed from this Website for your personal non-commercial use only, provided that you will not modify the Content in any way. Modification or use of the Content for any other purpose will violate or infringe Cyclopes' and/or our licensors' intellectual property rights.

You have no rights in or to any Content displayed or made available through the Service by us or any third party that are not posted, uploaded, submitted or generated by you, and you will not obtain any right, title or interest in any such materials as a result of your use of the Service or Content or by your downloading or printing. You agree that you will not use the Content in any manner except as expressly permitted under these Terms of Use. For any Content posted, uploaded, submitted or generated by

users ("**User-Generated Content**"), in respect of your User- Generated Content, you hereby grant us a worldwide, non-exclusive, unconditional, irrevocable, royalty-free, fully transferable, perpetual licence to use, publish, publicly display and/or transmit such User-Generated Content for the purpose of use in relation to the Services, or for generally marketing our products and/or services in any format or media and on any platform, either now known or hereinafter invented. You agree that you waive your moral rights including without limitation the right to be identified as the author or object to derogatory treatment and we may modify your User-Generated Content at our sole and absolute discretion.

Notwithstanding the foregoing, we are not responsible any User-Generated Content posted, submitted or transmitted by you or any other user or visitor of the Services. You warrant that your User-Generated Content shall not infringe on any third party rights or any applicable laws, regulations, or terms and conditions and you shall remain solely responsible and liable for them.

In the event you download software from the Services (where permitted), the software, including any files, images, video or other audiovisual works incorporated in or generated by the software, and data accompanying the software (collectively, the "**Software**") are licensed non-exclusively to you by us and/or our licensors. Cyclopes does not transfer title to the Software to you. You may not redistribute, sell, decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form.

You further agree that we are free to use, disclose, adopt and modify all and any ideas, concepts, know-how, proposals, suggestions, comments and other communications and information provided by you to us ("**Feedback**") in connection with or on or through the Service without any reference, payment or liability to you. You hereby waive and agree to waive all and any rights and claims including without limitation to 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.

4. MONITORING

We do not actively monitor the User-Generated Content submitted, posted, transmitted or sent by users or visitors to, on or through this Website or guarantee the accuracy, integrity, legality or quality of such Content. However, we will consider complaints concerning Content on this Website that is alleged to be infringing or otherwise inappropriate or illegal. It is the complainant's responsibility to submit all relevant information to substantiate its complaint, and to provide us with all information that we may request to support the complaint. Upon receipt of all relevant supporting evidence, we will process and investigate such complaints and will in good faith take appropriate actions, which may include without limitation to taking down alleged or actual infringing content and materials if we deem appropriate. We do not guarantee that we will take any action in respect of the same if we find it inappropriate, and we shall not be liable for any such actions or inactions in relation to such complaints. Furthermore, we reserve the right to remove or withhold, without warning, any Content or User Generated Content from this Website or any link to any website which we consider appropriate in our sole and absolute discretion.

Any complaints may be addressed to smart455@thecyclopes.com or by written correspondence to 3/F, 100QRC, 100 Queen's Road Central, Central, Hong Kong. Any complaint or notice of infringement should contain at least the following information:-

- (a) adequate identification of the work claimed to have been infringed and the owner of such work;
- (b) adequate identification of the material that is claimed to be infringing or to be subject of infringing activity and information reasonably sufficient to permit us to locate the material; and
- (c) the address, contact number or email address of the complaining party.

We reserve the right to amongst others actions, (i) require further information to support the complaint (ii) remove any material which we believe may violate the copyright or other rights of any third party or in breach of any applicable laws, regulations or terms and/or (ii) limit access to or from the Services for any user whom we believe is violating any such rights of others.

5. FEES

We reserve the right at any time to:-

- (a) charge fees; and
- (b) to vary or amend the terms and conditions which cover such fees, for access to or use of all or some parts of the Website.

6. LINKS AND ADVERTISEMENTS

Our Services may link to other websites or resources which are not maintained by Cyclopes and which are owned and operated by third parties. You acknowledge that Cyclopes has no control over the third-party websites and that we are not responsible for the accuracy, operation of, or content contained in or provided through, any third-party websites (including without limitation sites linked through advertisements or through any search engines) or any links contained in a third-party website, or any changes or updates to such sites, and we do not guarantee that they will be continuously available. We make no representations, warranties or undertakings (whether express or implied) as to the content and materials contained in third party websites. We are providing these links to you only as a convenience, and the inclusion of a link to such website does not imply endorsement by Cyclopes and/or by the Service of the third-party website or any of its contents or any association with its operator. Viewing of any website linked in or through the Service is at your own risk.

Your correspondence or dealings with, or participation in promotions of, third party websites or advertisers on the Service, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and such third party websites and/or advertisers. You agree that we will not be liable or responsible for any loss or damage incurred as a result of any such dealings or as a result of the presence of advertisements contained in the Service.

You may not link to any of the websites in the Service other than www.cyclopeseducation.com from another site without our prior written consent. You may not display any of the websites in the Services, or any of the material on such websites, in frames on or within any other website without our written consent.

7. DISCLAIMER

You use the Services and any part thereof, including the Website, any Content or the Portal, at your own risk. You must evaluate, and bear all risks associated with, the use of any Content and/or Services, including reliance on the accuracy, completeness or usefulness of any Content or Services. All information provided on or via the Services is for information and reference purposes only. In particular, any results from the "Start Your Journey" search feature and the "Algo Counsellor" on our Website is for your general reference only and does not constitute advice or recommendation by us. The content or material on the Services may include factual or technical inaccuracies, typographical errors or outdated information and many such information are obtained from or provided by third parties which we have not control over and no means to verify. Cyclopes may make changes or improvements to the Services and/or Content at any time, but we have no obligation to update, amend or clarify any information on or provided through the Services. Any reliance on the material on or provided through the Services is at your own risk. You should seek your own independent advice with respect to the Services and any Content.

Everything provided through the Services is provided to you "as is" and "as available" without warranty or condition of any kind, either expressed, implied, statutory or otherwise, including but not limited to, any implied warranties arising from course of dealing or course of performance. We exclude and disclaim all representations and warranties of any kind in connection with or in relation to the Services, the information contained therein and the services provided through the Services to the fullest extent permissible under any applicable law. We do not make any representations or warranties regarding the use of, or the results of the use of, the Services or any part thereof, whether in terms of correctness, completeness, accuracy, reliability, or otherwise. No advice, recommendation or information, whether oral or written, obtained by you from the Service shall create any warranty not expressly made herein.

Without limiting the generality of the foregoing, we endeavour to provide an updated, convenient and functional Service. However, to the fullest extent permissible by applicable law, we make no representations or warranties (express or implied), including without limitation to any representations or warranties as to:-

- (a) the availability of the Services or that your use of the Services will be uninterrupted and error-free, or that defects on the Services will be corrected;
- (b) the accuracy, timeliness, completeness, reliability, adequacy of any information, content or material contained in the Content or provided through the Services or that they are up-to-date, current or error-free;
- (c) the use or exercise of reasonable care and skill in providing or delivering any services on or through the Services or the timeliness of services offered or provided on or through the Services
- (d) the merchantability, standard of quality or fitness for any particular purpose of any products available on or offered through the Services;
- (e) the suitability, appropriateness, reliability, timeliness and accuracy of any information provided by or made available through the Services (or any part thereof), including but not limited to information provided in relation to universities, colleges, degrees and/or courses and related information provided through the “Start Your Journey” search feature and/or the “Algo Counsellor”, or that you will obtain acceptance into any of the “Reach” or “Safety” schools, universities, colleges, degrees and/or courses identified by the “Start Your Journey” search feature and/or the “Algo Counsellor”; or
- (f) non-infringement or any third party intellectual property rights.

We do not warrant that the Services or the server that makes it available, will be free of viruses, Trojan horses, worms or any other Malware or other harmful elements. You understand and agree that any content downloaded or otherwise obtained through the use of the Services is done at your own discretion and risk and that you will be solely responsible for any damages to your computer system or loss of data that results from the downloading of such content. You (and not Cyclopes) assume the entire cost of all necessary servicing, repair or correction.

This Service is based in Hong Kong SAR. We make no representations that materials on the Services, including any Content, may be downloaded, viewed, or be appropriate for use outside of Hong Kong SAR. If you access the Service or the Content from outside Hong Kong SAR, you do so at your own risk. Whether inside or outside of Hong Kong SAR, you are solely responsible for ensuring compliance with the laws of your specific jurisdictions.

You understand and agree that the disclaimers set forth herein apply to all causes of action now known or which may arise in the future.

8. LIMITATION OF LIABILITY

You agree that you will not hold Cyclopes, its subsidiaries, their respective officers, directors, employees, agents, suppliers, or licensors (collectively, “**Cyclopes Parties**”) responsible or in any way liable for any damages, loss or expenses (including legal fees) caused by the Services or any Content, including, but not limited to, any error, omission, interruption, defect, delay in operation or transmission, failure of performance or computer virus.

To the fullest extent permissible by applicable laws, you agree that you will not hold any Cyclopes Parties liable for any damages, loss or expenses (including legal fees), including without limitation to direct, special, punitive, indirect, incidental or consequential damages that are caused by, arise or result from, or in connection with your access to, reliance on, use of, or the inability to use, the Service or Content even if there is negligence by the Cyclopes Parties or if an authorised representative of the Cyclopes Parties has been advised of the possibility of such damages, or both. The Cyclopes Parties will not be liable for any damages or injury, including but not limited to, direct, special, punitive, indirect, incidental or consequential damages that may result from linking to any third-party website.

The exclusion of liability herein applies regardless of the basis on which such liability arises, whether for breach of contract, in tort (including negligence), in equity, under statute, under an indemnity, for breach of conditions and warranties implied by custom, the general law or statute, in respect of any claims by a third party against you or otherwise and whether or not we are aware or should have been aware of the possibility of such loss or damage.

If a jurisdiction does not allow the exclusion or limitation of liability, but allows a limitation of a certain maximum extent, then the Cyclopes Parties’ liability is limited to HK\$500 (Five Hundred Hong Kong dollars) per claim or that extent (whichever is lower). You accept and acknowledge that this amount is

reasonable in the circumstances where the Contents/Services are provided including without limitation that they are provided without charge.

9. INDEMNIFICATION

You hereby agree to indemnify in full and on demand, defend and hold harmless Cyclopes and each of its subsidiaries, affiliates and each of their officers, directors, representatives, agents and employees (collectively, the “**Indemnitees**”) from and against any and all claims, actions, demands, liability, damages, losses, expenses and other costs (including, without limitation, all legal fees) incurred or suffered by the Indemnitees directly or indirectly in connection with or related to your User-Generated Content or your use of the Services (including the Website, Content and any Portal and/or any part thereof) unless to the extent it arises from our negligence, or your breach or alleged breach of this Agreement. Cyclopes reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of Cyclopes. You shall cooperate as fully as reasonably required in the defence of any claim.

10. LEGAL COMPLIANCE

You shall comply with all applicable laws, statutes, ordinances, regulations, terms, policies and conditions (whether or not having the force of law) (“**Applicable Laws**”) regarding your use of the Services. You recognise the global nature of the Internet and you understand that the Applicable Laws may be of a jurisdiction other than your own and you agree that compliance with Applicable Laws is your sole responsibility.

11. TERMINATION

We may terminate your use of and access to any part or all of the Services or any related service(s) at any time with immediate effect without any notice and in our absolute and sole discretion for any reason, including without limitation:

- (a) if you breach or we believe you are in breach or at risk of breach of this Agreement;
- (b) if we are unable to verify or authenticate any information you provide to us;
- (c) if we believe that your actions may give rise to liability of any nature; or
- (d) if we deem your action or use unsuitable or inappropriate.

Upon termination, you must destroy all material obtained from the Services and any copies thereof. If you wish to terminate your use of part or all of the Service, your only recourse is to discontinue the use of the Service.

The following Sections shall survive termination of this Agreement:

Sections 2 (YOUR USE OF THE SERVICES), 3 (INTELLECTUAL PROPERTY), 6 (LINKS AND ADVERTISEMENTS), 7 (DISCLAIMER), 8 (LIMITATION OF LIABILITY), 9 (INDEMNIFICATION), 11 (TERMINATION), 14 (GENERAL TERMS) and 15 (THIRD PARTY RIGHTS)

12. MODIFICATIONS TO TERMS OF USE

We reserve the right to update or change this Agreement or our Privacy Policy, or any terms, conditions, rules, statements and/or policies regarding the use of the Services, any products and/or services provided on or through the Services at any time and at our absolute and sole discretion. We will notify you of any updates or changes by posting an updated version thereof on this Website. You are responsible for regularly reviewing the Terms of Use and the applicable terms, conditions, rules, statements and/or policies. Continued use of the Services after any such posting amounts to your conclusive acceptance of such revised Terms of Use and/or other revised terms, conditions, rules, statements and/or or policies. If any such revision is unacceptable to you, you must terminate use of the Services immediately. We reserve the right to interpret these Terms of Use and decide on any questions or disputes arising under these Terms of Use. You agree that all such interpretations and decisions shall be final and conclusive, and binding on you as a user of this Website.

13. NOTICES

We will give you any necessary notices by posting them on this Website. You agree:-

- (a) to check the Website for notices; and
- (b) that you will be considered to have received a notice when it is made available to you by posting on the Website or via other means.

14. GENERAL TERMS

- 14.1 This Agreement constitutes the entire agreement between you and us, and supersedes all prior agreements or communications.
- 14.2 If any provision of this Agreement is found to be illegal, invalid or otherwise enforceable by any court, that provision shall be severed and deleted and the remaining provision shall survive, remain in full force and effect and continue to be binding and enforceable. The invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement.
- 14.3 No failure or delay by us in exercising any right, power or remedy under this Agreement shall operate as a waiver. No waiver shall be effective against us unless we make it in writing and signed by us or our authorised representative, and no such waiver shall be construed as a waiver in any other or subsequent instance.
- 14.4 By accessing the Services, you agree that any claims, differences, controversies and/or disputes relating to this Agreement and/or the Services, including without limitation to the formation, validity, interpretation, performance, breach, or termination thereof, or any dispute regarding non-contractual obligations arising out of, relating to, any of them or this Agreement ("**Dispute**") shall be governed by the laws of Hong Kong.
- 14.5 If you are located within the jurisdiction of Hong Kong SAR at the relevant time of using our Services, you agree to submit to the exclusive jurisdiction of the courts of Hong Kong with respect to any claims or legal proceedings that may arise in connection with the Services or Dispute.
- 14.6 If you are located outside the jurisdiction of Hong Kong SAR at the relevant time of using our Services, you agree that in the event of any Dispute, such Dispute shall, at the request of either party by serving on the other party thirty (30) days' written notice, be referred to and finally resolved by arbitration in Hong Kong, administered by the Hong Kong International Arbitration Centre (the "**HKIAC**") under the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted. The law of this arbitration and this arbitration clause shall be the laws of Hong Kong. The seat of the arbitration shall be Hong Kong. The arbitration proceedings shall be conducted in English. The number of arbitrators shall be one(1). The parties agree that the decision of the arbitrator shall be final and binding upon the parties.
- 14.7 Nothing in Section 14.6 prevents Cyclopes from seeking the remedies of injunction (including, but not limited to, interim/interlocutory injunctions), specific performance, or other equitable relief for any threatened or actual breach of the terms of this Agreement or in relation to any intellectual property disputes arising out of or in connection with this Agreement from any court of competent jurisdiction, and any such request shall not be deemed or construed as incompatible with the agreement to arbitrate under Clause 14.5 or a waiver of the right to arbitrate. For avoidance of doubt, the arbitral tribunal has the authority and power to grant interim measures, including (without limitation) injunctive relief, whether in the form of an award or in another form.
- 14.8 The English version of these terms and conditions shall prevail over any Chinese version (if any) which is provided for information purposes only.

15. THIRD PARTY RIGHTS

For the provisions of this Agreement that expressly or purports to confer benefit to the Cyclopes Parties and/or the Indemnitees, or any or all of them (as the case may be), each of the Cyclopes Parties and

the Indemnitees relies on the benefit and protection of each and all of those provisions, and each of them shall have the right to enforce such applicable provisions.

Except for the Cyclopes Parties and/or the Indemnitees (as the case may be), the Contract (Rights of Third Parties) Ordinance (Cap 623) and/or any other laws on the rights of third parties under contracts in any other applicable jurisdictions (if any) shall not under any circumstances apply to this Agreement, and only you and us shall have any rights under it. Any rights that may be conferred to any third party by this Agreement exclude the right to assign, and their consent is not required to rescind or vary this Agreement.

16. ENQUIRIES

If you have any enquiries relating to the Services, you may contact us by email at smart455@thecyclopes.com, or write to us at 3/F, 100QRC, 100 Queen's Road Central, Central, Hong Kong.

Last Updated 10 October 2022