

**TERMS OF USE  
OF THE INTERACTIVE SERVICE**

Effective date: November 17, 2025

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**DEFINITIONS**

For the purposes of these Terms of Use the following definitions shall have the following meanings:

**Service** shall mean the interactive service provided by the operator, available at a unique address on the Internet at <https://flexis-hk.com>, including the mobile application.

**Operator** shall mean **Flexis Limited**, a company duly registered and operating under the laws of Hong Kong (Special Administrative Region of the People's Republic of China) under registration No. 77865722, registered at: Unit 915, 9/F., Concordia Plaza, 1 Science Museum Road, Tsim Sha Tsui, Hong Kong.

**Customer** shall mean a legal entity or an individual entrepreneur registered with the Service as a Customer and who has entered into an agreement with the Customer.

**Agreement with the customer** shall mean an agreement on performance of work and/or rendering of services entered into by the Customer, as a purchaser, either by accepting the terms and conditions of the offer placed in the Service (offer agreement), or by signing a single document.

**Subcontractor** shall mean an individual or an individual entrepreneur, or an individual registered as self-employed or in other status, registered with the Service as a Subcontractor and entered into an agreement with the Subcontractor.

**Agreement with the subcontractor** shall mean an agreement on performance of work and/or rendering of services entered into by the subcontractor, as a vendor, by accepting the terms and conditions of the offer placed in the Service (offer agreement).

**User** shall mean the Customer represented by an authorized representative or employee and/or the Subcontractor.

**Personal profile** shall mean a personalised section of the Service, closed for public access, in which the personal data of the User are displayed. Access to the Personal Profile is provided by entering authentication data on the Service login page: login (user name) and password (access code).

**Date of task completion** shall mean the date of task completion, determined by the Customer in the Personal

Profile upon a task setup for fulfillment by the Subcontractor.

**Safe Deal** shall mean a service guaranteeing (i) payment for performed and accepted tasks by using by the Service of monetary funds holding tool; (ii) passing KYC compliance procedure by users of the Service; (iii) duly personal data processing of Users in accordance with GDPR terms; (iv) duly payment data processing of users in accordance with PCI DSS established standards; (v) support and assistance of the Service users at out of court settlement of disputes.

**Terms** shall mean these terms and conditions of use of the Service, available at a unique address on the Internet <https://flexis-hk.com/documents>

### **GENERAL PROVISIONS**

The Terms define the principles and conditions of use of the Service. The Terms constitute a legally binding agreement between the User (regardless of whether such User is a natural person or an authorised representative or employee of a legal entity) (hereinafter – «You») and the Operator regarding your access to and use of the Service.

Please read and familiarise yourself with the Terms before you start using the Service. By accessing and using the Service, you acknowledge that you have read and understand the Terms and agree to be bound by all provisions of the Terms without limitation.

The Terms are subject to amendment. Please review the Terms each time you access and/or use the Service. By accessing and/or using the Service, you acknowledge and agree that you have accepted the current version of the Terms. If you do not agree with the Terms (in whole or in part), you shall not access and/or use the Service.

For the purposes of the Terms and Conditions, the term «Service» shall include, but is not limited to, the Service itself, the underlying computer software, software algorithms, databases and computer hardware, all content available on or through the Service, all design elements of the Service and all interactive services and functionality provided through the Service, and any and all other elements and components of the Service without limitation.

You will be deemed to be using the Service each time you access the Service (whether through a personal computer, mobile device or other technology) or otherwise interact with the Service, or connect to the Service, any parts or sections of the Service, or interact with other users of the Service through the Service.

The Terms shall apply only and solely to the Service and only to your rights and obligations with respect to your use of the Service and shall not apply to your use of, or rights and obligations with respect to, any other websites, including but not limited to any other websites that may be provided by the Operator or other third parties

The Terms shall be an integral part of and incorporated by reference into the following legal documents: (1) Agreement with the customer, (2) Agreement with the subcontractor.

By accepting and agreeing to the Terms, you agree that your access to and use of the Service is subject to the following rules

- You shall use the Service solely in accordance with its intended purpose;
- access to and use of the Service shall be in full compliance with the Terms, other applicable documents relating to the Service and all applicable legal requirements;
- You shall at all times provide accurate, true, current and complete information about you and the persons you represent, whichever is applicable;
- You shall not engage in any of the activities listed in the «Restrictions» section of these Terms.

By accepting and agreeing to the Terms, you represent and warrant that you are not subject to any trade embargoes and are not included in any international and/or economic sanctions lists published from time to time by the relevant international organisations and/or governmental authorities of any affected country, and you do not intend to use the Service for the benefit of any sub-sanctioned persons, or for the purpose of purchasing/delivering/providing goods or services that are subject to an export or import ban in accordance with applicable legislation.

### **USER ELIGIBILITY**

If You intend to use the Service as a Subcontractor, You must be not less than 14 (Fourteen) full years of age if You are a citizen of a member state of the Commonwealth of Independent States, and not less than 15 (Fifteen) full years of age if You are a citizen of the European Union or any other country. At that if You are a minor in the jurisdiction of your residence, You shall obtain all necessary permissions and consents for performance of works and/or rendering of services under the Agreement with the subcontractor if such are required under the applicable laws. The Operator reserves the right to report use of the Service by minors to the appropriate officials.

If You intend to use the Service as a Customer, You must be duly authorized by the legal entity You represent to register with the Service and use its functionality. The Operator reserves the right to investigate attempts of use of the Service by parties not officially authorized to represent legal entities these parties claim to represent and report such attempts to the appropriate officials.

### **REGISTRATION**

When you register as a User of the Service and accept the Terms, you will be required to create a login/email and

password to access your personal account on the Service. You are personally and solely responsible for any use of the Service under your login/email and password. You agree to take reasonable steps to protect your login/email and password from unlawful use by third parties, and to notify the Operator immediately of any such unlawful use via the following email address: support@flexis-hk.com.

Depending on how exactly you intend to use the Service (i.e., as a Subcontractor or as a Customer), you may be asked to provide certain registration data and personal information to verify your identity in order to access and use the Service.

You expressly agree that all information you provide at the time of registration with the Service is accurate, true, current and complete, and agree to promptly update any information you provide to the Operator to maintain the integrity and correctness of such information, and to provide any other documents and information as reasonably requested by the Operator or as required by applicable legislation.

Providing misleading or knowingly false information about your identity is prohibited and constitutes a material breach of the Terms and Conditions. If the Operator believes that the information provided by you is not accurate, reliable, up-to-date and complete, or is misleading or knowingly false, the Operator reserves the right to deny you access to the Service or any of its resources, suspend such access or completely terminate its provision, as well as suspend your Personal Account or delete it at any time. The Subcontractor may have only one Personal profile in the Service at any given time, except as otherwise expressly authorised by the Operator.

#### **DUE DILIGENCE**

By agreeing to the Terms when you register as a Service User or at any time in the future after your registration, you agree that in certain circumstances (as set out in Annex 1 to the Terms or otherwise communicated) it may be necessary to carry out security checks on the Service User, including verification of the User's identity, and you therefore authorise the Operator to carry out such checks on you, either directly or through the use of relevant third party service providers, which may be required to verify your identity. The Operator reserves the right to monitor and review on an ongoing basis any information provided by you if necessary to comply with any applicable law, regulation, sanctions programme, embargo, legal process or request by competent authorities.

You authorize the Operator to conduct the necessary investigations directly or with the involvement of third parties. - service providers in order to (1) protect the Operator, business partners of the Operator, Customers and Subcontractors of the Service from any illegal actions that may be subject to the Service, (2) in case of suspicion of the legalization (laundering) of proceeds from crime, terrorist financing, fraud, or other illegal actions carried out through the Service (3) verify the information provided by you (if necessary, including but not limited to, your residential address, specialization, payment information) and information about you in third-party databases and other sources, (4) to achieve the goals set out in the "Consent to Verification" section of the Terms, or (5) in accordance with the requirements of applicable legislation. You also agree that for these purposes, additional information about you (including, but not limited to, information about your business, professional experience, and competence in relation to tasks that will be completed or previously performed under the relevant agreement) may be requested by the Operator at any time when deemed necessary, and you agree cooperate on all reasonable requests from the Operator, and you allow the Operator to keep records of this information. The Operator shall collect and process this information in accordance with the Privacy Policy of the Service. You also expressly agree that if it is impossible to verify your identity (regardless of the reason) or failure to provide relevant information, or if there are good reasons to suspect that your activities are fraudulent and/or criminal, or that your use of the Service may damage the reputation of the Service, the Operator reserves the right to deny you access to the Service or any of its resources, suspend such access, or completely terminate its provision, You can also suspend your Personal Account or delete it at any time.

#### **TASKS. STATUSES. PAYMENTS**

The Customer creates tasks in the Customer's Personal profile using the functionality of the Service by clicking the "create task" button or a button with a similar name. At the time of task creation, the Customer sets a date no later than which the task shall be completed (deadline). After the Customer creates a task, a notification about the receipt of a new task is sent to the Subcontractor's email address, and the task is assigned the status of "new task" or a similar status.

When the Safe deal service is enabled, the Customer shall ensure the availability of funds on his balance in the Service in the amount of the cost of the assigned tasks. In order to ensure proper payment for the relevant tasks after their completion and acceptance, the Service will automatically hold (reserve) the Customer's funds. The reserved amount may be used by the Customer/the Service is only used to pay for tasks for which such an amount has been reserved.

The Safe deal service is connected by the Operator to the Customer automatically and the Customer's funds are held: (1) at the time the task is created in the Service. Thus, in order to create a task in his Personal profile, the Customer shall ensure the availability of funds on his balance sheet, and after creating the task, the amount (required to pay for such a task) is reserved on the Customer's balance sheet; or (2) at the time of acceptance of the completed task. Thus, in order to accept the completed task, the Customer shall ensure that sufficient funds are available on his balance in the Service to pay for such a task; or (3) in accordance with the individual terms of the Customer's funds holding period. In this case, it is possible to coordinate individual conditions in exceptional

cases, if there are certain circumstances taken into account by the Service, which the Customer can inform about by e-mail: support@flexis-hk.com.

The Subcontractor may in the Subcontractor's Personal profile using the functionality of the Service: (1) to accept a task by clicking the "accept task" button or a button with a similar name, while the task is assigned the status "in progress" or a similar status; (2) reject a task with an indication of the reason by clicking the "reject task" button or a button with a similar name, while the task is assigned the status "rejected by the performer" or a similar status.

Before the Subcontractor accepts the task for execution, the Customer may cancel the task in the Customer's Personal profile using the Service functionality by clicking the "cancel task" button or a button with a similar name, while the task is assigned the status "rejected by the customer" or a similar status.

After accepting the task, the Subcontractor has may: (1) after completing the task, attach the results of the completed task (if any) and click on the "complete task" button or a button with a similar name, while the task is assigned the status "customer verification" or a similar status.;(2) reject the task with an indication of the reason by clicking the "reject task" button or a button with a similar name, while the task is assigned the status "rejected by the performer" or a similar status; (3) to challenge the task with an indication of the reason by clicking the "challenge task" button or a button with a similar name, and the task is assigned the status "dispute initiated" or a similar status. Within the framework of the initiated dispute, the Customer may: (1) make changes to the task in the Customer's Personal profile using the Service's functionality, (2) contact the Service's support service at the email address: support@flexis-hk.com to initiate a dispute resolution procedure, and the Subcontractor in the Subcontractor's Personal profile using the functionality of the Service may terminate the dispute by clicking the button "cancel dispute" or buttons with a similar name, while the task is assigned the status "in progress" or a similar status.

After the Subcontractor accepts the task for execution, the Customer may cancel the task in the Customer's Personal profile using the Service functionality by clicking the "cancel task" button or a button with a similar name, while the task is assigned the status "rejected by the customer" or a similar status.

After completing the task by the Subcontractor and assigning the task the status of "customer verification" or a similar status, the Customer may in the Customer's Personal profile using the Service functionality: (1) accept the task by clicking the "accept task" button or a button with the same name, while the task is assigned the status "awaiting payment" or a similar status.; (2) send a task for revision by clicking the "submit for revision" button or a button with a similar name, while the task is assigned the status "in progress" or a similar status; (3) edit a task by clicking the "edit task" button or a button with a similar name, and the task is assigned the status of "approving changes" or a similar status. In this case, the Subcontractor may accept or reject the changes proposed by the Customer in the Subcontractor's Personal profile using the functionality of the Service. In these cases, the task is assigned the status of "customer verification"; (4) cancel the task by clicking the "cancel task" button or a button with a similar name, while the task is assigned the status "confirmation of cancellation" or a similar status. In this case, the Subcontractor may confirm the cancellation in the Subcontractor's Personal profile using the functionality of the Service, while the task is assigned the status "rejected by the customer". If the Customer does not accept completed tasks and does not perform any of the actions provided for in this paragraph in relation to completed tasks, such tasks are accepted automatically in the Service in accordance with the procedure and terms stipulated in the Agreement with the customer, and the task is assigned the status "awaiting payment" or a similar status.

After accepting the task and assigning the task the status "awaiting payment" or a similar status, the Customer may in the Customer's Personal profile using the Service functionality: (1) pay for the task by clicking the "pay for the task" button or a button with the same name, while the task is assigned the status "paid" or a similar status. Funds are transferred from the Customer's balance in the Service to the Subcontractor's balance in the Service immediately after the Customer clicks the "pay for the task" button or a button with the same name. If the Customer does not pay for the task within 3 (three) calendar days from the date of its acceptance, the amount of funds reserved for payment for such task will be automatically debited from the Customer's balance in the Service on the fourth calendar day from the date of acceptance of the task. If the Customer's balance in the Service does not have enough money to pay for the accepted task, it is not possible for the Customer to create new tasks in the Service. After the Customer deposits the balance in the Service, the creation of new tasks by the Customer in the Service becomes possible; (2) edit a task by clicking the "edit task" button or a button with a similar name, and the task is assigned the status of "approving changes" or a similar status. In this case, the Subcontractor may accept or reject the changes proposed by the Customer in the Subcontractor's Personal profile using the Service's functionality. In these cases, the task is assigned the status "awaiting payment"; (3) cancel the task by clicking the "cancel task" button or a button with a similar name, while the task is assigned the status "confirmation of cancellation" or a similar status. In this case, the Subcontractor may confirm the cancellation in the Subcontractor's Personal profile using the functionality of the Service, while the task is assigned the status "rejected by the customer".

If the Customer uses the Service through an API method (API Protocol, hereinafter the "API"), the Customer shall ensure that each Subcontractor is familiar with the terms of the Agreement with the subcontractor and other documents available to the Subcontractor in the Service, as well as the acceptance and execution of the terms of

the Agreement with the subcontractor by these Subcontractors before using the Service, and subsequently with any access to the Service. At the same time, if tasks are transferred via the API, the Customer independently bears the risks for the correct execution and acceptance of tasks by Subcontractors, as well as for the transfer of rights on such tasks. In addition, the Customer shall ensure verification of the identity of Subcontractors in accordance with the rules of the Service for mandatory identity verification (as set out in Annex 1 to the Terms or otherwise communicated), as well as to co-operate in carrying out Service user due diligence in respect of its team of Subcontractors and/or in providing information requested by the competent authorities or the Operator's payment partners.

If after 3 (three) years from the date of assigning the status 'waiting for payment' to the Customer's task, the payment for the completed tasks has not been made by the Customer using the functionality of the Service and the Subcontractor has not made any claims regarding the payment of remuneration during this three-year period, and the Customer has not made any claims regarding the quality of the completed tasks, it shall be deemed that the Subcontractor and the Customer have no claims regarding the said tasks. In this case, the Operator may archive the respective task in the Service, as a result of which the respective tasks are assigned the status 'in archive'.

**ELECTRONIC SIGNATURE**

The Operator and the Customer agree to exchange the following electronic documents generated using the Service's functionality: Agreement with the customer. The Operator and the Subcontractor agree to exchange the following electronic documents generated using the Service's functionality: Agreement with the subcontractor. The Operator and the Customer or the Operator and the Subcontractor are referred to in this section as the Parties/Party. Electronic documents generated using the Service's functionality are considered to be signed with an Electronic Signature. An Electronic Signature is the legal equivalent of a handwritten signature.

An electronic signature is created when the Parties and/or representatives/employees of the Parties register with the Service. When signing an electronic document using the Service's functionality, the electronic signature key is the password to the Personal profile (secret key), and the electronic signature verification key is the login to the Personal profile (public key). When generating an electronic signature, the secret key is used, when verifying an electronic signature, the public key is used, the public key is the visually visible element of the electronic signature. For the purpose of verifying the electronic signature, the Parties may exchange the public key using the Service functionality.

Sufficient evidence to identify the Party that signed the electronic document is the generation of the electronic document in the Personal profile of the relevant Party using the Service's functionality and a visually visible element of the electronic signature – the public key. The presence of a visually visible element of the Party's electronic signature in the electronic document means that the document was generated on its behalf and that the information contained therein is authentic and reliable.

The Parties acknowledge that an electronic document signed with an electronic signature is equivalent to a paper document signed by hand, corresponds to the written form of the document, gives rise to the rights and obligations of the Parties in the performance of their mutual obligations, is an original, has legal effect and may be used, in particular, as evidence in court and in the consideration of disputes in pre-trial proceedings.

The parties shall maintain the confidentiality of electronic signature keys, including preventing the use of their electronic signature keys without their consent. A party shall immediately notify the receiving party of any breach of confidentiality of electronic signature keys that comes to its attention by any means available. All electronic documents generated after the breach of confidentiality of electronic signature keys shall be considered invalid and shall be re-signed in accordance with the procedure established in this section after the consequences of the breach of confidentiality have been eliminated.

The Parties shall be solely responsible for the safekeeping and non-disclosure of electronic signature keys and for preventing unauthorised access to the Service by third parties using their Electronic Signature. The Parties shall not disclose their Electronic Signature to any persons who are not expressly authorised to act on behalf of the relevant Party.

When accessing the Service using an Electronic Signature, the other Party shall reasonably assume that access is being made directly by that Party or by a person authorised by that Party to perform legally significant actions on behalf of that Party. A Party shall not be liable for the use of or access to the Service using the Electronic Signature of the other Party by any third party not authorised by the other Party to perform such actions, and the other Party expressly waives any claims against the Party in relation to such actions of third parties.

The terms of this section apply to the extent that the relevant functionality is implemented and available when using the Service.

**CONVERTATION.**

The currency of the Subcontractor's remuneration provided for in the task may differ from the currency provided for by the Service for receipt of the Subcontractor's remuneration.

If the currency of the Subcontractor's remuneration under a particular task differs from the currency related to the option for the remuneration receipt selected by the Subcontractor, as specified herein above, the remuneration shall be converted by the Service into the currency selected by the Subcontractor for the Remuneration receipt at

<p>the moment when the Subcontractor presses the «withdraw» button in its Personal profile. At that:</p>
<p>(1) the discussed conversion shall be made in accordance with applicable currency exchange rates stated in the Personal profile of the Service;</p>
<p>(2) the Subcontractor independently carries all financial risks relating to the discussed conversion, including the risks related to possible fluctuations of currency exchange rates.</p>
<p>(3) in case if the remuneration amount actually credited to the Subcontractor's means of payment exceeds the payment amount indicated in a list of transactions at the Subcontractor's Personal profile due to technical deficiencies or other reasons, the Subcontractor must return to the Operator the monetary difference between actually received remuneration amount and payment amount in the Service (the «Refund amount»). For the purposes of compliance with obligations provisioned by this subclause the Subcontractor shall transfer to the Operator the Refund amount, in accordance with instructions received from the Service's customer support, less all applicable fees which are due to be paid by the Subcontractor to third parties (i.e. bank, payment service provider etc.) for performance of such monetary transfer, or full Refund amount subject to further compensation by the Operator to the Subcontractor of all applicable fees which are due to be paid by the Subcontractor to third parties (i.e. bank, payment service provider etc.). Until the Subcontractor fulfills its obligations hereunder, the Operator shall automatically and with immediate effect write off the Refund amount from the Subcontractor's balance at his/her Personal profile in the Service. Upon receipt of the Refund amount by the Operator to the payment means as instructed by the Service's customer support, the Operator shall cancel the Refund amount write off at the Subcontractor's balance at his/her Personal profile in the Service. For evidence of actually credited remuneration amount to payment means of the Subcontractor in excess of the amount paid in the Service, the Operator shall use data of the billing system as well as information received from its payment partners and/or suppliers in any accessible form (i.e. information letters, reports, extracts, print screens of profiles and others) or other forms of conformation. If the Subcontractor does not agree with the fact that received remuneration amount exceeds the payment amount in the Service, the Subcontractor may provide to the Operator respective evidences in the form of transactions extract from his/her payment means where the time period when the disputed payment was made shall be indicated. At that the payment means and transactions time period shall be clearly stated (i.e. card mask, account number, electronic wallet number and others shall be identified), and all information on credited amounts shall be depicted including creditor, date, time of funds crediting and other supporting data requested by the Operator.</p>
<p>If there is a need to fully or partially transfer/convert the funds available in the Customer's balance in Personal profile to another currency (different from the currency in which the balance was funded), based on the Customer's written request specifying the amount required for the conversion, the conversion shall be made at the discretion of the Service under one of the following conditions:</p>
<p>(1) at the applicable exchange rate listed in the Personal Area of the Service at the time of the transaction; or</p>
<p>(2) at the applicable exchange rate applicable at the time of the balance top-up in the currency for which conversion is requested; or</p>
<p>(3) in accordance with the average applicable exchange rate, the values of which are indicated and updated in the Personal profile of the Service.</p>
<p>That is, the conversion is performed either at the current exchange rate at the time of the conversion, or at the exchange rate applied at the time of the balance top-up, or at the exchange rate representing the average of the rates applied in the period from the time of the balance top-up by the Customer to the time of the conversion/transfer request. The Customer independently carries all financial risks relating to the discussed conversion, including the risks related to possible fluctuations of currency exchange rates.</p>
<p>When returning monetary funds to the Customer (unspent part of the advance payment), as stipulated in the Agreement with the Customer and at the Customer's request or when necessary, the return may occur in a currency different from the one in the Customer's Personal profile. In such cases, the Service will recalculate the Customer's account balance into another currency using the method specified in the previous paragraph, as determined at the sole discretion of the Service. Regardless of the chosen conversion method, the Customer assumes all financial risks associated with the conversion, including potential losses due to fluctuations in exchange rates.</p>
<p style="text-align: center;"><b>THIRD PARTY PROVIDER FEES</b></p>
<p>Transactions within the Service (hereinafter – Service Interactions) shall be carried out with the involvement of banks, payment systems and other third party organisations (hereinafter – Third Party Providers). In connection therewith, you may incur costs, fees, commissions or other related payments levied by such Third Party Providers (hereinafter – Charges).</p>

In the event that Third Party Providers impose Charges for executing transactions related to Your Service Interactions (including, but not limited to, topping up balances in Personal profiles via bank card payment, withdrawing remuneration from Personal profiles, or processing refund requests), the burden of paying such Charges shall be borne by You, as a Customer or a Subcontractor. Under no circumstances shall the Operator be held liable for these Charges.

The Operator or a third party specified by the Operator reserves the right, at its sole discretion, to pay such Charges itself and subsequently require reimbursement from You including by deducting the relevant amounts of Charges from Your balances in/or funds subject to crediting to your Personal profile in the Service.

You expressly agree to pay all Charges in the course of your Service Interactions, as well as accept that the amount of Charges may be unilaterally changed by the Third Party Providers without prior notice.

You additionally consent that if You are a Customer and a refund is to be processed to You (in accordance with the provisions outlined in the Agreement with the Customer):

- (1) Charges previously paid by You are not eligible for refund;
- (2) You shall fully compensate the Operator or a third party specified by the Operator all Charges accrued due to such refund and shall promptly reimburse Operator or a third party specified by the Operator for the specified Charges and any related expenses upon proper request.

You shall also be responsible for and pay any fees charged by your bank or card issuer (including any international transaction fees, card processing fees, and transfer to overseas service charges) relating to your Service Interactions.

**PRIVACY, PERSONAL DATA AND COOKIE POLICY**

The information required to be provided in connection with Your use of the Service may include certain personal data.

The collection, use and processing of personal data by the Operator are governed by the Privacy Policy, available at the following link: <https://flexis-hk.com/documents>.

The use of cookies is described in the Cookie Policy available at: <https://flexis-hk.com/documents>.

You expressly agree that when You provide in connection with Your use of the Service information about third parties-subjects of personal data (including your Customer, Subcontractor, and persons invited to the team of Subcontractors), you have a legal basis for this and you received all necessary consents from these personal data subjects to collect, process and use this information in the Service for the purposes such information is collected, processed and used by You.

**CONSENT TO MONITOR**

The Operator reserves the right, but is under no obligation, to monitor Your Personal profile and Your activities on the Service related to Your Personal profile for the purposes of confirming that You use the Service in full accordance with these Terms and applicable legislation. You hereby grant the Operator Your express permission and consent to monitor Your Personal profile and all activities performed under Your Personal profile for purposes of confirming legal use of the Service and identifying instances of restricted use and potential violations of these Terms and applicable legislation.

**RESTRICTIONS**

By accepting these Terms You expressly agree that You are expressly prohibited to, and are prohibited to allow any third party to, perform any of the following actions, and any actions similar in nature or intent thereto, and that performance of any such actions shall constitute a material breach of these Terms:

- display, copy, store, modify, adapt, reverse engineer, sell, publish, make available to the public or redistribute the Service or any services or functionality made available to You via the Service;
- allow any third party to access and use the Service using Your login and password;
- use the Service for any illegal purposes;
- impersonate (equal to using any data of a third party in the Personal profile) or falsely claim affiliation with any person or entity and register as the Subcontractor a group (association) of persons or a legal entity;
- use (link) payment means in Your Personal profile and/or withdraw remunerations to payment means that do not belong to You and/or are issued in the name of third parties, except in cases where You notify the Operator in advance and provide sufficient information and documents for the verification of such third parties. The Operator reserves the right to request You any documents necessary to verify the holder of payment means linked to Your Personal profile. You must provide these documents to the Operator within 3 working days from the date of the request;
- misrepresent, defraud or defame others;
- negatively present the Service and/or the Operator and/or its affiliates;
- transmit malicious software code on or with help of the Service;
- collect information of other users through the Service;
- interrupt the normal operation of or tamper with the Service or any functionality contained in or provided through the Service, or any servers used in providing the Service, or to unreasonably affect others' use of the Service in any way;

- invade privacy of other the Service users by means of phishing, identity theft and other means;
- use bots, spiders, offline readers or other automated software systems to access or use the Service;
- otherwise use the Service for engaging in any activities that are illegal under laws of any jurisdiction or that encourage criminal conduct;
- use the Service for any purposes other than those expressly permitted under these Terms.

You explicitly agree to provide, upon the Operator's request, sufficient, accurate, and up-to-date information and documents necessary for the Operator to confirm Your compliance with these Terms of Use, including the «Restrictions» Section. Breach of this «Restrictions» Section shall constitute a material breach of these Terms by You and a direct violation of applicable laws. Unauthorized access and use of the Service, including any use in contravention of these Terms and the «Restrictions» section of these Terms, is prohibited and may result in criminal prosecution and/or civil and/or disciplinary or administrative liability, including court action against You initiated by the Operator or relevant law enforcement authorities.

#### **REPORTING VIOLATIONS OF TERMS OF USE**

You may inform the Operator about violations of these Terms by other Users by sending an e-mail to the following address: support@flexis-hk.com

#### **SUSPENSION/TERMINATION OF PERSONAL PROFILE**

You may terminate Your access and use of the Service if You no longer wish to use the Service by permanently deleting Your Personal Profile upon termination of the relevant Customer Agreement or Offer Agreement between You and the Operator.

The Operator reserves the right to investigate any and all suspected violations of these Terms of Use and to take any and all necessary or appropriate actions to remedy such violations, as the Operator may determine appropriate. The Operator may suspend, terminate, modify, restrict or delete Your access to the Service at any time at its sole discretion, with or without notice to You, if there is an indication that You have breached these Terms of Use.

If You are found to be in a material breach of these Terms of Use, such as being found violating the "*Restrictions*" section of these Terms of Use by using the Service for illegal purposes or infringing Operator's or its licensors' or third parties' intellectual property rights discussed in the "*Intellectual Property Rights*" section of these Terms of Use, the Operator reserves the right to both suspend Your Personal Profile for an indeterminable amount of time and notify the relevant government officials in the relevant jurisdiction if Your actions may be classified as illegal and punishable under applicable laws.

The Subcontractor's Personal profile will be automatically blocked by the Operator without prior notice to the Subcontractor in the following cases:

- (1) has not defined his/her status in the Personal profile by pressing the interactive button «Select» corresponding to the status of «Self-employed person» or «Individual entrepreneur»;
- (2) has not verified his/her identity at the time of commencement of completion of tasks under the Agreement with the Subcontractor in the status of «Individual».

As the result of such Personal profile blocking the Subcontractor will not be able to receive new tasks, complete received tasks, use monetary funds under the Agreement with the Subcontractor until the Subcontractor states his status in the Personal profile or (for Subcontractors in the status of «Individual») passes the identity verification procedure in accordance with these Terms (including as specified in Annex No. 1 hereto or notified otherwise) or beginning of the next calendar year.

The Operator reserves the right to suspend, terminate, modify, restrict or delete Your access to the Service at any time at its sole discretion, with or without notice to You, if any message to your e-mail address connected to Your Personal profile is returned as undelivered.

#### **ACCESS, UPTIME AND AVAILABILITY**

The Service may not be available in some countries and may be provided only in selected languages. The Service may be network dependent. The Operator reserves the right, in its sole discretion, to change, improve and correct the Service. The Service may not be available during maintenance breaks and other times. The Operator may decide to discontinue the Service or any part thereof in its sole discretion and at any given moment. The Operator does not represent or warrant that the Service, or any part or functionality thereof, is appropriate or available for use in any particular jurisdiction, and does not represent or warrant that Your access to the Service will be error-free, virus-free, uninterrupted, and that the servers on which the Service is deployed will be up permanently.

#### **INTELLECTUAL PROPERTY RIGHTS**

All rights, title and interests, including but not limited to the exclusive copyrights and other intellectual property rights in and to the Service and all parts, elements and sections thereof including without limitation any and all computer code, technology, website engine, themes, objects, logos, artwork, menu items, user interface, embedded services, functionality, design of the Service, message exchange system, text, illustrations, photographs, graphics, audio files, video files, audio-visual files, and other materials and content available on or through the Service are owned by the Operator and/or its licensors and/or third parties, constitute intellectual property of said parties, and the Operator and its licensors and such third parties retain all right, title, and interest in and to these intellectual property items. All contents of the Service, including the selection, arrangement, and

look and feel, are protected by various national copyright, trademark and trade secret laws and by international treaties and conventions. No right, title, license or other interest in any of the contents or any patent, trademark, copyright or other intellectual property rights are transferred, assigned, licensed or otherwise conveyed to You by Your access to and use of this Service, and the Operator, or the party that provided the relevant intellectual property, at all times retains all right, title, and interest in any such intellectual property that You may be accessing or using on the Service.

By accepting these Terms You expressly agree that You are expressly prohibited to, and are prohibited to allow any third party to, perform any of the following actions, and any actions similar in nature or intent thereto, and that performance of any such actions shall constitute a material breach of these Terms:

- copy, replicate, distribute, modify, remake, republish, download, post, display, perform, add to, abridge, compile, adapt, translate, derive source code from, disassemble, decompile, reverse-engineer, or create derivative works based on the Service or any part or portion thereof, update, broadcast, make available to the general public, or otherwise transmit, disseminate or use in any similar way or manner whatsoever the Service, any of its functionality, or any of the Service’s contents;
- sell, license, grant on a royalty-free basis or transfer access to the Service or Your Personal Profile within the Service;
- develop, distribute or host any service or website that is based on, or is confusingly similar to, the Service;
- remove, obscure or alter any copyright, trademark, or other proprietary notice appearing in any part of the Service’s contents;
- perform any other actions that may infringe or put under threat of infringement intellectual property rights of the Operator, its licensors or third parties with respect to the Service.

All of the product or service or interactive service names, trade names, slogans, logos, and other trademarks and service marks and designations appearing on the Service are the property of the Operator, its licensors, affiliates, or third parties. The Operator, its licensors and third parties retain any and all rights in these designations. The use or misuse of these designations or any other similar materials is prohibited and may be in violation of applicable law.

You understand and agree that You have no legal interest, monetary or otherwise, in any feature, functionality or content contained on the Service.

You hereby expressly agree that the Operator, its licensors and relevant third parties are entitled to enforce their intellectual property rights with respect of the Service to the fullest extent of any applicable law in case of any violation of their intellectual property rights by You.

**DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ACCESS AND USE THE SERVICE AT YOUR SOLE DISCRETION AND YOUR SOLE RISK. THE SERVICE, AND ANY PORTION OR SECTION OF THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY INTERACTIVE SERVICES AND FUNCTIONALITY AVAILABLE TO YOU THROUGH THE SERVICE ARE PROVIDED "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE". TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE OPERATOR AND ITS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT ALLOWED UNDER ANY APPLICABLE LAWS, NEITHER THE OPERATOR NOR ANY OF ITS AFFILIATES MAKE ANY WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE SERVICE OR THE CONTENT OF ANY OTHER INTERNET OR MOBILE RESOURCES RELATING TO THE SERVICE OR LINKS TO WHICH ARE CONTAINED IN THE SERVICE. THE OPERATOR RESERVES THE RIGHT, IN ITS SOLE AND EXCLUSIVE DISCRETION, TO CHANGE, MODIFY, ADD, REMOVE OR DISABLE ACCESS TO ANY PORTION OF THE SERVICE AT ANY MOMENT OF TIME.

**LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED UNDER ANY AND ALL APPLICABLE LAWS, IN NO EVENT WILL THE OPERATOR, ITS SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, LICENSORS, WEBSITE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS BE LIABLE TO YOU OR ANYONE ELSE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR ANY OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, DAMAGES FOR LOSS OF GOODWILL, DATA OR ANY OTHER INTANGIBLE LOSSES, RESULTING FROM YOUR ACCESS AND/OR USE OF, OR INABILITY TO ACCESS AND/OR USE THE SERVICE OR ANY PART OR PORTION THEREOF, EVEN IF THE OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ASSUME FULL RESPONSIBILITY FOR ANY DAMAGES, LOSSES, COSTS, OR HARM ARISING FROM YOUR ACCESS AND/OR USE OF, OR INABILITY TO ACCESS AND/OR USE, THE SERVICE.

**INDEMNITY**

You agree to defend, indemnify and hold the Operator, its subsidiaries, affiliates, licensors, content providers, service providers, employees, officers, directors, agents, representatives, licensees, authorized designees, successors, assigns and contractors harmless from and against, and reimburse to the Operator or any such party

in full any costs or expenses arising or resulting from, any and all third party claims and all liabilities, assessments, actions, causes of action (regardless of the form), losses, damages, awards, judgments, fines, costs, expenses, and attorneys' fees resulting from or arising out of:

- any breach by You of these Terms;
- Your infringement or violation of any intellectual property, other rights or privacy of a third party, including but not limited to other users of the Service; and
- misuse of the Service by a third party where such misuse was made possible due to Your failure to take reasonable measures to protect Your username and password against misuse.

The Operator reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will cooperate with the Operator in asserting any available defenses. This provision shall remain in full force and effect notwithstanding any termination of Your use of the Service.

**WAIVER**

BY USING THE SERVICE AND ACCEPTING THESE TERMS, TO THE MAXIMUM EXTENT AVAILABLE UNDER ANY APPLICABLE LAW YOU HEREBY WAIVE AND AGREE TO RELEASE AND HOLD HARMLESS THE OPERATOR, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, WEBSITE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS AND ANY OTHER APPROPRIATE PARTY FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE OPERATOR, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, WEBSITE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS AND ANY OTHER APPROPRIATE PARTY DURING OR AS A RESULT OF INVESTIGATIONS WITH RESPECT TO YOUR ACCESS AND USE OF THE SERVICE OR ANY PART OR PORTION THEREOF, AND FROM ANY AND ALL ACTIONS TAKEN AS A RESULT OF SUCH INVESTIGATIONS BY THE OPERATOR, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, WEBSITE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS, AND ANY OTHER APPROPRIATE PARTY, INCLUDING BUT NOT LIMITED TO ANY LAW ENFORCEMENT AUTHORITIES.

**JURISDICTIONS**

The Service, its functionality and its contents are intended to comply with applicable legislation and regulations of Hong Kong. Other countries may have laws, regulatory requirements and business practices that differ from those established Hong Kong. The Service may link to other websites produced and/or operated by the Operator's operating divisions and subsidiaries, some of which are located or hosted or intended to be accessed and used outside Hong Kong. Such websites may have information that is appropriate only to that particular originating country. The Operator reserves the right to limit access to and the ability to use the Service to any person, geographic region or jurisdiction. Any offer for any product or service made on this Service is void where prohibited.

**APPLICABLE LAW**

These Terms of Use are governed by and shall be construed in accordance with Hong Kong legislation without regard to its conflict of law provisions.

**BINDING ARBITRATION. DISPUTE RESOLUTION**

You and the Operator shall undertake reasonable measures to rectify any controversial issues, disputes or claims arising in the process of performance of Yours and Operator's obligations under these Terms by negotiations.

If You and the Operator fail to reach an agreement in the course of negotiations, all unsettled disputes, controversies or claims arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be referred to the Hong Kong International Arbitration Center (HKIAC) permanently located in Hong Kong, in accordance with the rules of the latter. The number of arbitrators to be appointed shall be agreed between You and the Operator additionally. The legal seat of the arbitration shall be Hong Kong (Special Administrative Region of the PRC). The language of the arbitration shall be English.

The failure of the Operator to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. To the maximum extent allowed under any applicable laws You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to Your use of the Service or these Terms must be filed within 1 (One) year after any such claim or cause of action arose or be forever barred. This provision shall remain in full force and effect notwithstanding any termination of Your use of the Service.

No waiver of any default, condition or breach of these Terms shall constitute a waiver of any other default, condition or breach of these Terms, whether of a similar nature or otherwise.

**INJUNCTIVE RELIEF**

You expressly acknowledge and agree that the Operator may suffer irreparable damage if You breach any of the provisions of these Terms. Therefore, notwithstanding provisions of the «Binding Arbitration. Dispute Resolution» section of these Terms of Use, in any case of Your violation of these Terms the Operator shall be entitled to apply for injunctive relief and/or a decree for specific performance and such other and further relief as may be appropriate in any jurisdiction.

**SEVERABILITY**

If any part of these Terms of Use is determined by a court of competent jurisdiction to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect

the validity and enforceability of any remaining provisions of these Terms.

**CHANGES TO TERMS OF USE**

To the fullest extent permitted under applicable law, the Operator reserves the right to modify, update, supplement, revise or otherwise change these Terms in order to comply with applicable new legislation and/or regulations and/or to improve the Service, and to impose new or additional rules, policies, terms or conditions in relation to the Service, from time to time with or without notice to You. The Operator may notify You of the amendments to these Terms by sending an email message to the email address listed in Your Personal profile or by posting the notice on the Service or posting the notice in Your Personal profile with the Service. All amendments to these Terms will be effective immediately and incorporated into the Terms upon sending or posting of such notice. You are solely responsible for regularly reviewing these Terms. Your use of the Service or any part or functionality thereof after any changes to these Terms are posted on the Service or otherwise made available for review will be considered acceptance of those changes and will constitute Your agreement to be bound thereby. If You object to any such changes, Your sole recourse will be to terminate the relevant agreement with the Operator with subsequent purging of Your Personal profile and stop using the Service.

**NO RIGHT OF FUTURE ACCESS**

THESE TERMS DO NOT GRANT YOU ANY RIGHTS WITH RESPECT TO YOUR FUTURE ACCESS TO THE SERVICE. THUS, THE OPERATOR MAY, IN ITS SOLE DISCRETION AND AT ANY TIME, DISCONTINUE THE SERVICE OR ANY PARTS THEREOF OR LIMIT OR RESTRICT ANY USER, INCLUDING YOU, ACCESS THERETO, FOR ANY REASON, WITH OR WITHOUT NOTICE. YOU UNDERSTAND AND AGREE THAT THE OPERATOR MAY TAKE ANY ONE OR MORE OF THESE ACTIONS WITHOUT ANY NOTICE TO YOU, PRIOR OR OTHERWISE, AND YOU UNDERSTAND AND AGREE THAT NEITHER THE OPERATOR NOR ANY OF ITS AFFILIATES SHALL HAVE ANY LIABILITY TO YOU OR TO ANY OTHER PERSON FOR ANY TERMINATION OF YOUR OR ANYONE ELSE'S ACCESS TO THE SERVICE OR PARTS THEREOF AND/OR TERMINATION OF YOUR PERSONAL PROFILE AND/OR REMOVAL OR PURGING OR DEACTIVATION OF ANY OTHER INFORMATION OR DATA THAT YOU OR ANYONE ELSE MAY HAVE PROVIDED ON OR BY MEANS OF THE SERVICE.

**CHANGE OF OWNERSHIP**

You will be deemed to have consented to the disclosure to, and use by, a subsequent owner or operator of the Service, of any and all information about You, including Your registration details, history of Your use of the Service and personal data (if applicable), contained in the applicable database used by the Service, to the extent the Operator assigns its rights and obligations regarding such information in connection with a merger, acquisition, or sale of all or some of the Operator's assets, or in connection with a merger, acquisition or sale of all or some assets related to the Service, to a subsequent owner or operator. In the event of such a merger, acquisition, or sale, Your continued use of the Service signifies Your agreement to be bound by the terms of use and privacy statement of the Service's subsequent owner or operator. This provision shall remain in full force and effect notwithstanding any termination of Your use of the Service.

**MISCELLANEOUS**

The terms and conditions set forth in these Terms of Use are fundamental elements of the basis of the agreement between the Operator and You with respect to Your use of the Service, and You expressly acknowledge and agree that the Operator would not be able to provide the Service and its functionality to You without the limitations and restrictions set forth herein.

The Operator will not be liable or responsible for any failure to fulfill any of its obligations under these Terms which failure is due to any cause or condition beyond the reasonable control of the Operator, which cause or condition may include, but in no event shall be limited to, force majeure circumstances.

The provisions of these Terms that are intended to or by their nature should survive termination of Your use of the Service shall remain valid and shall be legally effective after any such termination.

You expressly agree that for the purposes of these Terms You are not considered, and shall not represent Yourself as, an agent, employee, joint venturer, or partner of the Operator, and that Your use of the Service does not vest in the Operator or You the rights or obligations of the discussed parties.

You may not assign these Terms in whole or in part to any third party, and any attempted assignment in violation of this provision shall be null and void. The Operator may assign these Terms or any of its rights and obligations under these Terms without Your consent at any time.

You must individually supply all necessary facilities, utilities and equipment necessary to access and use the Service, including but not limited to appropriate computer and/or mobile equipment and Internet connections, at Your sole risk and expense.

These Terms constitute the entire agreement between You and the Operator relating to the subject matter hereof. Notwithstanding the foregoing, any additional terms and conditions expressly contained on or made available via the Service at any moment will govern the items, functionality, services or Your relationship with the Operator to which they pertain.

**CONTACTS**

If You have any comments or questions concerning Your access and/or use of the Service or in relation to these Terms, please contact respective Operator using the following contact details:

**Flexis Limited:** Unit 915, 9/F, Concordia Plaza, 1 Science Museum Road, Tsim Sha Tsui, Hong Kong

**For general questions:** [support@flexis-hk.com](mailto:support@flexis-hk.com)

**Tech support:** [support@flexis-hk.com](mailto:support@flexis-hk.com)

<b>ANNEX Nº 1</b> <b>TO THE TERMS OF USE OF THE INTERACTIVE SERVICE*</b>
<p>All Subcontractors, regardless of country of residence/citizenship, are subject to an initial mandatory identity verification**, except for Subcontractors with the status of 'Individual Entrepreneur' in the Service.</p>
<p>Initial mandatory identity verification is performed, whichever is applicable:</p> <ol style="list-style-type: none"> <li>1. When accepting a first or new task (for Subcontractors registered in the Service without funds in their Personal profile balance);</li> <li>2. Upon acceptance of a new task or upon withdrawal of remuneration to payment means, whichever is earlier (for Subcontractors registered in the Service with funds in their Personal profile balance).</li> </ol>
<p>All Subcontractors, regardless of their country of residence/citizenship, are subject to a second mandatory identity verification**, except for Subcontractors with the status of 'Individual Entrepreneur' in the Service.</p> <p>Secondary mandatory identity verification is performed, whichever is applicable:</p> <ol style="list-style-type: none"> <li>1. If a request is received from the Subcontractor to change country of residence/citizenship, telephone number, last name/surname/patronymic, gender;</li> <li>2. If the identity document previously provided by the Subcontractor has expired and/or been rejected by the document verification service's Ongoing Monitoring system;</li> <li>3. At the Operator's sole discretion if suspicious activity is detected in the Subcontractor's Personal profile and/or as required by applicable legislation.</li> </ol>
<p>**The Operator reserves the right to unilaterally change this Annex No. 1 at any time at its sole discretion and on a unilateral basis</p> <p>** Unless otherwise provided for in individual terms and conditions</p>