

Interlinkages Consultancy Agreement

TERMS AND CONDITIONS FOR ONLINE MARKETPLACE AND TERMS OF USE

1 These Terms

- 1.1 Interlinkages Online is an online marketplace that allows financial institutions, companies or their authorized representatives (collectively referred to as “Users”) to offer, sell, buy and finance their Trade flows or trade finance risk under letter of credit, bank guarantees, term finance, trade Liabilities, open account receivables or any other receivables/payables or online financing offering (collectively “Products”). Please read the terms and conditions (the “Terms and conditions”) set forth below as they apply to your access and use of our platform, including our various websites, APIs, email notifications, applications, buttons, and widgets (collectively referred to our “Platform”) and/or purchasing a Product and any information, text, graphics, photos, or other materials uploaded, downloaded, or appearing on the Platform (collectively referred to as “Content”). Your access to and use of the Platform signifies your acceptance of these Terms and Conditions and to be bound by them and any and all other applicable terms referenced herein absolutely.
- 1.2 Please read these terms carefully before you submit any order on our Platform. These terms tell you who we are, the conditions on which you may be a Seller or a Buyer on our Platform, the Sale process and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.
- 1.3 **By using our Platform, you agree to these terms regardless of whether you are a paying user or a non-paying user under a promotional/trial offering.** If you are using our Platform as a representative of an entity, you are agreeing to these terms on behalf of that entity and represent that you are legally capable of entering into agreements on behalf of the entity.
- 1.4 If you have entered into a separate written agreement for the use of our Platform, the Terms and conditions of such other agreement shall prevail over any conflicting Terms or Conditions in this agreement
- 1.5 These Terms and Conditions are effective on the date we provide you with confirmation of your registration, subscription or renewal.
- 1.6 If you do not accept these Terms and Conditions, please discontinue the use of our Platform immediately

2 Information about us and how to contact us

- 2.1 We are Interlinkages Consultancy Limited, a company registered in Hong Kong, trading as Interlinkages Online. Our company registration number is 1830601 and our registered office is at 815-818 China Insurance Group Building, 141 Des Voeux Road Central, Hong Kong.

- 2.2 For any questions or problems relating to our Platform, Products or these Terms & Conditions or any grievances, you can contact Ms. Divya Tailang at dt@inter-linkages.com, call our office at +852-37252209 or write to us at 815-818 China Insurance Group Building, 141 Des Voeux Road Central, Hong Kong.
- 2.3 We are the data controller in relation to our Platform and are responsible for your data. Please see our privacy policy which is available at [https://interlinkages.online/cdn/Privacy%20Policy%20\(GDPR\).pdf](https://interlinkages.online/cdn/Privacy%20Policy%20(GDPR).pdf) for information about what personal data we collect and what we do with it. It is important that you read our privacy policy, which may be updated from time to time, and understand how we use your information and the rights that you have about your information.
- 2.4 If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us.
- 2.5 When we use the words "writing" or "written" in these terms, this includes emails.

3 Interpretation

- 3.1 The following definitions and rules of interpretation apply in these Terms and Conditions:

“Account/ Accounts” refers to a Buyer account /accounts and/or Seller account / accounts individually or collectively by a User registered on the Platform

"Acceptable Use Policy" is set forth in clause 4.2 of the Terms and Conditions below.

"Affiliate" means any legal entity that a User owns, that owns a User, or that is under common ownership with a User. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

“Alternate users” means multiple authorized representatives of the same Seller or Buyer who have been registered to use the account as an User

“Buyer” refers to any financial institution that has registered a Buyer Account/accounts in accordance with these Terms and Conditions to buy/finance Trade Flows offered by a Seller.

“Trade Flows” means trade transactions or international trade transactions involving good and services, across counterparties in various countries or same country for which financing and/or credit mitigation is sought for the full value or part value, on a funded or unfunded basis, from the Buyers in primary or secondary financing markets.

“Deal/ Deals” mean any Trade flow transaction submitted/uploaded by the Seller in the form and format permissible in the Platform for which an offer from Buyer is sought and a Deal ID has been generated in the Platform

“User/ Users” means any financial institution, company or their authorized representatives who have registered on the Platform as a Seller or Buyer of Products



“Interlinkages” mean Interlinkages Consultancy Limited and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives partners, and licensors

“Platform” means online platform, including our various websites, APIs, email notifications, applications, buttons, and widgets both the web and mobile versions of the website which is presently located at the URL www.interlinkages.online and (ii) any mobile applications made available from time to time by Interlinkages, including iOS and Android versions. These Terms and Conditions will be applicable to any alternate website URL identified by Interlinkages for providing our online services

"Product" means Trade flows or trade finance risk flows under letter of credit, bank guarantees, term finance, trade Liabilities, open account receivables or any other receivables/payables or online financing offering

“Quote or Order” means a price quotation submitted by the Buyer while bidding for a Deal submitted by a Seller including interest rate, any applicable fee, other charges and all other applicable charges which will be payable to the Buyer by the Seller if the Quote is accepted by the Seller and Buyer wins the bid

“Seller” refers to any company or financial institution that has registered a Seller Account/accounts in accordance with these Terms and Conditions to sell/seek financing for Trade Flows from a Buyer.

"Subscription" means a paid or Trial enrollment by the Buyer and/or the Seller for availing services of the Platform either for a mutually agreed fixed Term (Commitment Offering) or on a Deal by Deal basis (Pay as you go) or for Trial period following a promotional offering.

“Subscription Fees” means a fee payable by the Users for the use of the Platform services either for an agreed term or on a Deal by Deal basis (Subscription Fee -Pay as you go) or for a fixed Term of use (Subscription Fee-Commitment Offering) from Buyer or Seller.

"Term" means the duration of a Subscription as mutually agreed with Interlinkages in writing or offered by Interlinkages on time to time basis through any of its communication or posting on the website or Platform

“Trial” means a period of unpaid subscription as offered by Interlinkages in writing or from time to time basis through any of its communication or posting on the website or Platform

3.2 Clause headings shall not affect the interpretation of these Terms and Conditions.

3.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 3.4 Any words following the terms “including”, “include”, “in particular”, “for example”, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

4 Use of Platform.

- 4.1 *Right to use.* We grant you the right to access and use the Platform with your Subscription, as further described in this agreement. We reserve all other rights.

- 4.2 You must comply with the Acceptable Use Policy as set below and all applicable laws and regulatory requirements, including privacy laws and intellectual property laws in using or accessing the Platform. As part of the terms of use, you agree not to misuse the Platform or help anyone else to do so.

For example, you agree not to do any of the following in connection with the Platform:

- (a) use our Platform for unlawful or unauthorised purposes;
- (b) re-sell or attempt to benefit in a commercial fashion from any data, content or information available on the Platform;
- (c) probe, scan, or test the vulnerability of any system or network;
- (d) breach or otherwise circumvent any security or authentication measures or service use limits;
- (e) access, tamper with, or use non-public areas or parts of the Platform;
- (f) interfere with or disrupt any user, host, or network, for example by sending a virus, trojan, worm, logic bomb, or any other material that is malicious or technologically harmful, overloading, flooding, spamming, or mail-bombing any part of the Platform, or by scripting the creation of any content in such manner as to interfere with or create an undue burden on the Platform;
- (g) reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Platform or any related technology that is not open source;
- (h) access, search, or create accounts for the Platform by any means (automated or otherwise) other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk) or attempt to do so;
- (i) send unsolicited communications, promotions or advertisements, or spam;
- (j) forge any TCP/IP packet header or any part of the header information in any email;
- (k) send altered, deceptive, or false source-identifying information, including "spoofing" or "phishing";
- (l) conduct surveys, contests, or pyramid schemes, or promote or advertise products or services without appropriate authorisation;
- (m) abuse referrals or promotions;

- (n) post, publish, upload, display, distribute, or share materials that are unlawful, inappropriate, profane, pornographic, obscene, indecent, libelous, defamatory, abusive, or knowingly false, and/or that infringe intellectual property rights;
- (o) violate the letter or spirit of our terms of use
- (p) violate applicable laws or regulations in any way; or
- (q) violate the privacy or infringe the rights of others.

4.3 Subject to your payment of applicable fees, we give you a personal, worldwide, royalty-free, non-assignable, non-transferrable, non-sublicensable, non-exclusive and revocable licence to access and use our Platform, including any application as part of the services we offer. This licence is for the sole purpose of enabling you to use and enjoy the benefit of our Platform as provided by us and in the manner as permitted by these terms. This licence to use our Platform will terminate if you do not comply with these terms or other additional terms or conditions imposed by us from time to time

4.4 You must not copy, modify, distribute, sell, lease, loan or trade any access to the Platform or any data or information on it.

4.5 Responsibility for your accounts. You are responsible for maintaining the confidentiality of any non-public authentication credentials associated with your use of the Platform. In registering for an Account on our Platform, you must provide truthful, accurate and up-to-date information about yourself. You should choose a strong and secure password. You must keep your password secure and confidential. You agree not to share your account credentials or give others access to your account. If and when we detect that an account is shared by multiple users, we may treat this as a security breach and suspend or terminate your account. We have the right to disable any password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you are in breach of these terms. You must promptly notify our customer support team about any possible misuse of your accounts or authentication credentials or any security incident related to the Platform. If you know or suspect that anyone other than you knows your password, you must promptly notify us at dt@inter-linkages.com. You are responsible for all actions or activities that happens by, through or under your account, unless you report misuse. You may not allow multiple users to directly or indirectly access any Platform feature that is made available on a per user basis unless those users have been registered as Alternate users.

4.6 Our Platform is not intended for and may not be used by minors. By using our Platform, you represent that you are an adult and that you are able to legally enter into contractual agreements.

5. Changes of terms

We may amend these Terms and Conditions from time to time by posting the updated terms on our Platform. If we make material changes, we will notify you of the changes before they become effective. By continuing to use our Platform and our services after the changes come into effect means that you agree to be bound by the revised policy.

6. Purchasing services on the Platform

- 6.1 A Subscription fee is payable for purchasing services on the platform
- 6.2 Interlinkages can make the following subscription offers available to Buyers and/or Sellers from time to time for availing its Platform services :
- (a) *Commitment Offering*: You commit to the subscription for a fixed Term and/or a Fixed Value and pay the Subscription fee in advance upfront or on a periodic basis in advance of use. Additional or other usage (for example, usage beyond your commitment quantity/term) may be treated as a Consumption Offering. Committed quantities not used during the Term will expire at the end of the Term. During the Term of your Subscription, prices for Platform services will not be increased, as to your Subscription at the time your Subscription became effective or was renewed, except where prices are identified as temporary in the offer Details. All prices are subject to change at the beginning of any Subscription renewal.
 - (b) *Consumption Offering* (also called Pay-As-You-Go): You pay Subscription Fee based on actual usage at the time of accepting the Quote from the Buyer. For Consumption Offerings, pricing is subject to change at any time upon notice. The amount of the Subscription fee payable for every transaction will be available in the Invoice generated before the payment is made while accepting a Buyer Quote
 - (c) *Trial Offering*. You receive a promotional offer for trial of the Platform for a limited term without charge or as part of another Offering. Provisions in this agreement with respect to pricing, cancellation fees, payment, may not apply.
- 6.3 Renewal of Subscription – Commitment Offering.
- (a) By renewing a Subscription, you agree to the offer Details for that Subscription and Terms and Conditions at the time of renewal. Unless otherwise specified in those Offer Details, Platform services are offered on an "as available" basis. If you grant any rights to your Affiliates with respect to your Subscription, such Affiliates will be bound by this agreement and you agree to be jointly and severally liable for any actions of such Affiliates or third parties related to their use of the Products.
 - (b) Some offers may permit you to modify the quantity of Platform services ordered during the Term of a Subscription. Additional quantities of Platform Services added to a Subscription will expire at the end of that Subscription. If you decrease the quantity during a Term, we may charge you a cancellation fee for the decrease in quantity.

- 6.4 Taxes: Prices are exclusive of any taxes unless otherwise specified on the invoice as tax inclusive. You must pay any applicable value added, goods and services, GST, sales, gross receipts, or other transaction taxes, fees, charges or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this agreement and which we are permitted to collect from you under applicable law. You will be responsible for any applicable stamp taxes and for all other taxes that you are legally obligated to pay including any taxes that arise on the distribution or provision of Products to your Affiliates. We will be responsible for all taxes based on our net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on our property ownership.

In the event that any deduction or withholding for or on account of tax is required to be made, the Seller and /or Buyer shall pay such additional amounts as to ensure that the Interlinkages receives and retains the amount it would have received (free from any liability in respect of any such deduction or withholding) if no such deduction or withholding had been made or required to be made. You may also be required to pay certain taxes directly to the relevant Tax authority in your local jurisdiction if applicable

7. Availability of our Platform and services

- 7.1 We are constantly changing and improving our Platform and the services we provide. We may from time to time change or discontinue any of the services we offer, or add or remove functionalities or features, and we may suspend or stop certain services, functionalities or features altogether. If we discontinue certain services, functionalities or features for which you have a paid subscription, we will give you advance notice where reasonably possible.
- 7.2 We may release services, functionalities or features that we are still testing and evaluating. We will label such services as “beta”, “preview”, “early access” or any words or phrases with similar meanings. You understand that these beta services are not as reliable as other services we offer.
- 7.3 We reserve the right to limit your use of our Platform and the services we provide, including the right to restrict, suspend or terminate your account if we believe you are in breach of these terms or are misusing our Platform or any services we provide.
- 7.4 We try our best to ensure that our Platform is always available, but we do not guarantee that the operation of or access to our Platform will be uninterrupted or continuous. Our Platform may be interrupted for maintenance, repairs, upgrades, network or equipment failures.
- 7.5 You are responsible for configuring your information technology, computer programmes and platform or system in order to access our Platform. We do not guarantee that our Platform will be free from bugs or viruses.

8 Terms and Conditions for Buyer Account

- 8.1 To use certain services and to purchase a Product on our Platform, you will be required to create a Buyer Account with Interlinkages (the “**Buyer Account**”).
- 8.2 You may register for a Buyer Account with us by going to the Registration page link www.interlinkages.online/user/register.

- 8.3 It is your responsibility to provide accurate, complete, and up to date information for your Buyer Account.
- 8.4 You shall not misuse the Services by creating multiple Buyer Accounts
- 8.5 Where wrongful or fraudulent use of a Buyer Account is suspected or discovered by Interlinkages, we reserve the right at our sole discretion, and without liability, and without prejudice to our other rights and remedies under these Terms and Conditions or at law, to immediately:
- (a) refuse or cancel an order made through the Buyer Account;
 - (b) prohibit the Buyer Account owner or other person from accessing and/or using the Services or participating in any promotion by Interlinkages; and/or
 - (c) merge, suspend, and/or terminate Buyer Account(s).
- 8.6 When purchasing a Product, you are responsible for reading the full Deal listing before committing to buy or making a bid for any Product. Any order placed or bid submitted in respect of a Product is deemed irrevocable and unconditional. In placing an order or submitted a bid you agree to the Seller's requirements set out in the seller's listing for the Product and Deal
- 8.7 You enter into a legally binding contract to buy a Product when you commit to buy a Product, your quote for a Product is accepted by the Seller, or if you have the winning bid for a Product (or your bid for a Product is otherwise accepted).

9 Terms and Conditions of a Seller account

- 9.1 To use certain services and to sell a Product on our Platform, you will be required to create a Seller Account account with Interlinkages (the “**Seller Account**”).
- 9.2 To be eligible for a Seller Account on our Platform you must sell your own Trade flows in a form and manner as described in the Terms and Conditions and website.
- 9.3 You may register for a Seller Account with us by going to the Registration page link www.interlinkages.online/user/register.
- 9.4 We have the right to disable any password, whether chosen by you or allocated by us, at any time if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Conditions.
- 9.5 It is your responsibility to provide accurate, complete, and up to date information for your Seller Account.
- 9.6 You shall not misuse the Services by creating multiple Seller Accounts.
- 9.7 Where wrongful or fraudulent use of a Seller Account is suspected or discovered by Interlinkages, we reserve the right at our sole discretion, and without liability, and without prejudice to our other rights and remedies under these Terms and Conditions or at law, to immediately:

- (a) refuse or cancel any sale made through the Seller Account;
- (b) prohibit the Seller Account owner or other person from accessing and/or using the Services; and/or
- (c) merge, suspend, and/or terminate Seller Account(s).

9.8 With respect to the Office of Foreign Assets Control (OFAC) of the US Treasury, the Seller confirms the following:

- (a) No shareholders of the Seller are incorporated or located in any of the Sanctioned Countries (SCs)
- (b) The Seller does not have any trade relations and/ or dealings with any of the SCs
- (c) The Order and Contract will not be used in or will not be invested in any SC

9.9 If you submit a Deal our Platform, you agree to comply with our rules for listing, content policies and other Terms and Conditions from time to time in force. **You are responsible for the accuracy, completeness and truth of the content of the listing and the Product offered.** We reserve the right to modify, suspend or delete any listing that violates our rules, policies and practices, or to improve user experience

9.10 We have full discretion in determining the appearance, placement and order of listings in search and browse results. The factors we may consider in making such a determination may include the buyer and seller's respective location, the search terms used, and the buyer and seller's respective history on the Platform.

9.11 You are responsible in keeping any content and information posted accurate and up to date. You should delete any deals that are no longer available.

9.12 You must comply with all applicable laws and regulations in providing, delivering or rendering the Products that you offer or sell.

10. Listings

10.1 If you register a Seller Account, you will be entitled to list Products (Deals and Trade Flows) for sale on our Platform subject to these Terms & Conditions (a “**Listing**”) by taking the steps outlined on our Platform.

10.2 Listings that are created will be automatically processed after submission.

10.3 We reserve the right, and without prejudice to our other rights in these Terms and Conditions, to refuse, remove, and/or delete any Listing at our sole discretion including, but not limited to, if the Seller or Listing is in breach of these Terms and Conditions or any additional terms we may specify on our services from time to time, and if we refuse, remove, and/or delete a Listing, we will not refund any fees you may have paid to us in respect of the Listing.

- 10.4 Listings created on our Platform must:
- (a) be true, fair, complete, and accurate in all respects;
 - (b) include Deals that relate to your Trade Flows;
 - (c) be allocated to the appropriate category or categories. If you cannot identify an appropriate category for a listing, please contact us at dt@inter-linkages.com;
 - (d) not contain any underlying trade of products that breach any law or regulations, give rise to a cause of action against Interlinkages or any person, or infringe any person's rights, including intellectual property rights;
- 10.5 Using our Platform interface, you must remove any Listings of deals that are no longer available and keep any images, details, descriptions, prices, accurate and up to date.
- 10.6 Sellers must ensure that all values specified in or in relation to a Listing are in currency as pre-decided under a drop down menu of Deal Id only.
- 10.7 Sellers must use our Platform interface to create legal notices applying to their relationships with Buyers and ensure that the Seller complies with all laws applicable to their Listings and sales
- 10.8 Whilst Interlinkages makes best efforts to provide accurate and up-to-date Listings, details, descriptions, deal values, price quotes, and promotional information, there may be instances where errors and differences may occur and Interlinkages does not warrant that such details, descriptions, prices, and promotional information is accurate, current, or free from error. Interlinkages shall not be liable to you or any third party for any errors or differences in the details, descriptions, prices, and promotional information listed through our Services. However, in case the details in the Deal ID as raised by Seller is materially altered by the Seller, the Buyer has right to look at it as a new transaction and then decide on the participation in the Deal even if earlier accepted by the Seller
- 11 **Our role**
- 11.1 You acknowledge that parties other than Interlinkages list and sell Deals, Products and Trade Flows on our Platform. For the avoidance of doubt, each agreement entered into for the sale of a Product shall be an agreement entered into directly and only between the Seller and Buyer.
- 11.2 You acknowledge that:
- (a) we may at our sole discretion, but are not obliged to and do not guarantee to, check, audit, or monitor the information contained in Listings;
 - (b) we are not party to any contract for the sale or purchase of Deals, Trade Flows or Products in Listings;
- and accordingly, we will not be liable to any person in relation to an offer for sale or sale or purchase of any Products listed on our Platform. Furthermore, we are not responsible for the enforcement of any contractual obligations arising out of a contract for the sale or purchase of any Products and we will have no obligation to mediate between the parties to any such contract.

12 Sale process

- 12.1 The information set out in these Terms and Conditions do not constitute an offer for sale but rather an invitation to sell by the Seller. All Quotes/Orders submitted by a Buyer through our Platform shall be deemed to be an offer made by the Buyer to the Seller to purchase the selected Products set out in the Deal upon these Terms and Conditions. Each Order placed in the Platform will be against a unique Deal ID.
- 12.2 The Buyer on the platform bids for the deal after viewing Deal ID and required deal details.
- 12.3 No binding contract for the Seller to sell to the Buyer any Product is made until the Buyer submits a Quote/Order and Seller accepts the Quote/Order in accordance with these Terms and Conditions, and each Order accepted by the Seller (a “**Contract**”) shall constitute a separate contract.
- 12.4 To submit an Order a Buyer will be required to follow the online process described on our Platform. After submitting an Order, the Buyer will receive an Order Confirmation that will act as an acknowledgement of the Buyer's Order acceptance or rejection by the Seller
- 12.5 All Orders will be deemed to be irrevocable and unconditional upon transmission through our Platform and the Seller shall be entitled to process such Order. Negotiation of documents is intrinsic part of the deal and the Buyer and the Seller will negotiate on the draft documents and conclude draft documents through the collaboration tool on the Platform. Nevertheless, in certain circumstances as stated in Clause 17 regarding Cancellation of contract, you may request to cancel or amend the Order, which the Seller will endeavor to give effect to on a commercially reasonable effort basis. However, notwithstanding the foregoing, the Seller is not obliged to give effect to any request to cancel or amend any Order in case the Order remains intact. The Buyer can only renege the Contract in case the transaction does not meet transactional due diligence process as per the acceptable banking standards.
- 12.6 Processing of payment of an Order shall not in itself constitute acceptance of the Order by Interlinkages. Where an accepted Order is refused or cancelled by the Seller, any payment already made for such Order will be reversed or refunded in accordance with the prevailing refund policy at such time.
- 12.7 An Order is only considered accepted by the Seller upon the acceptance by Seller

13 Term, termination, and suspension.

- 13.1 Agreement term and termination. This agreement will remain in force until terminated . A subscription fee will be payable by the Seller and/on Buyer as indicated by Interlinkages from time to time for a fixed Term (Commitment Offering) or on a Deal by Deal basis.(Pay as you go offering) .
- 13.2 Subscription termination. You may terminate a Subscription at any time during its Term; however, you must pay all amounts due and owing before the termination is effective.
- 13.3 For a Commitment Offering subscription, if you terminate a Subscription before the end of the Term, you must pay a fee equal to one-month's Subscription fee and you will receive a refund of any portion of the Subscription fee you have paid for the remainder of the Term; provided, however, no refunds will be provided for partially unused months.
- 13.4 Suspension. We may suspend your use of the Platform and associated services if: (1) it is reasonably needed to prevent unauthorized access to Customer Data; (2) you fail to respond to a claim of alleged infringement within a reasonable time; (3) you do not pay amounts due under this agreement; or (4) you do not abide by the Acceptable Use Policy or you violate other terms of this agreement. If one or more of these conditions occurs, then:
- (a) For Trial Offerings, we may suspend your use of the services or terminate your Subscription and your account immediately without notice.
 - (b) For all other Subscriptions, a suspension will apply to the minimum necessary part of the online services and will be in effect only while the condition or need exists. We will give notice before we suspend, except where we reasonably believe we need to suspend immediately. We will give at least 30 days' notice before suspending for non-payment. If you do not fully address the reasons for the suspension within 60 days after we suspend, we may terminate your Subscription and delete your Customer Data without any retention period.

14 Payment and Price

- 14.1 Payment for Products ordered through Platform may be made by credit cards, paypal or advance to wallet or Promotional vouchers (the vouchers must be valid on the delivery date) or credit Notes issued online or offline. Manual calculation will super cede all calculation of Invoices done on the platform to for the Subscription Fee Payable
- 14.2 All payments under this Terms and Conditions shall be made in immediately available, freely transferable, same day cleared funds without set off or counterclaim and free and clear of any deduction or withholding for or on account of any tax whatsoever.

14.3 No payment of the Deal value will be routed through Interlinkages and will be settled between the Buyer and the Seller under a separate contract.

14.4 Interlinkages reserve the right to change the payment methods at any time.

14.5 The Buyer reserve the right to amend the quoted price of Deals and Trade Flow till the submission of Quote/Order for the deal without notice or liability

14.6 Sellers are under obligation to fulfil an accepted Order after Order Confirmation has been sent to the Buyer. If the order is not processed by the Seller through the Buyer identified by Interlinkages, no refund for Subscription Fees will be provided by Interlinkages to the Seller.

14.7 Prices are in the Currency of Deal/transaction of the Order

14.8 We accept payment for Orders through our Platform to the extent of the Subscription Fees by the following payment methods:

- Major credit cards, including Visa, MasterCard, and American Express
- PayPal
- Bank Transfer to online Wallet through the following information

Beneficiary- Interlinkages Consultancy Limited

Beneficiary Bank HSBC Hong Kong

Beneficiary Bank Address 1 Queen's Road Central, Hong Kong

Beneficiary Account No 817-733124-838

Bank Swift Code HSBCHKHHHKH

Subject - Advance Payment for services

14.9 By placing your Order, you authorise us to transmit information to or obtain information about you from third parties from time to time, and this may include requesting pre-authorisation on your card to ensure there are sufficient funds available to complete the transaction, authentication of your identity, validation checks on your credit card by the issuer, protection against fraud and to enable delivery of your Order. By placing your Order, you are confirming that the card belongs to you or that you are the legitimate holder of the Promotional Voucher/ credit Note, and have sufficient funds or credit facilities to cover the cost of the Order.

14.10 You must pay to us the fees in respect of our Services in advance, in cleared funds, in accordance with any instructions on our website.

14.11 If you dispute any payment made to us, you must contact us immediately at dt@inter-linkages.com and provide full details of your claim.

14.12 If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within ten (10) days following the date of our written request:

- (a) an amount equal to the amount of the charge-back;
- (b) all third-party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer);
- (c) an administration fee as specified on our services from time to time; and
- (d) all our reasonable costs, losses, and expenses incurred in recovering the amounts referred to in this section (including without limitation legal fees and debt collection fees).

14.13 If you owe us any amount under or relating to these Terms and Conditions, we may suspend or withdraw the provision of services to you.

14.14 We may at any time set off any amount that you owe to us against any amount that we owe to you, by sending you written notice of the set-off.

15 **Promotions and vouchers**

15.1 Interlinkages may from time to time run promotions, contests, or other privilege programmes (a **“Programme”**) that are subject to additional terms and conditions which are hereby incorporated by reference into these Terms and Conditions and can be found on our site at such applicable time.

15.2 Interlinkages may from time to time make available vouchers, codes, coupons, credits, or gift vouchers (a **“Promotional Voucher”**). A Promotional Voucher may be subject to additional terms and conditions that are hereby incorporated by reference into these Terms and Conditions and can be found either on the Promotional Voucher or on our site at such applicable time.

15.3 Each Programme and Promotional Voucher is valid for the time period specified by Interlinkages.

15.4 Each Promotional Voucher is only eligible for single use and cannot be used in conjunction with any other Programme or Promotional Voucher unless otherwise stated or explicitly agreed to by Interlinkages.

15.5 A Promotional Voucher:

- (a) cannot be refunded, redeemed, or exchanged for cash;
- (b) is non-replaceable if lost, stolen, destroyed, duplicated, tampered with, or otherwise misappropriated;
- (c) cannot be resold, transferred, or shared

- (d) cannot be reproduced, adapted, altered, or otherwise tampered with;
- (e) will be declared null and void by Interlinkages where, in our sole discretion, such Promotional Voucher is suspected to have been used in breach of these Terms and Conditions.

15.6 Interlinkages's decision on all matters relating to each Programme or Promotional Voucher is final and binding.

15.7 Interlinkages reserves the right to discontinue any Programme or Promotional Voucher at any time, in our sole discretion, without notice or liability.

16 **Refusal of order**

16.1 Interlinkages reserve the right to withdraw any Deals, Products and Trade Flows from sale on the Platform at any time.

17 **Cancellation of contract**

17.1 A Buyer can cancel a Contract at any time without notice or liability if

- (a) the Order is materially changed by the Seller from the earlier Order on which the Buyer had quoted for a specific deal ID
- (b) the transaction does not meet transactional due diligence process related to Know Your Customer Norms or Anti Money Laundering Process as laid down by Regulators

17.2 The Buyer once Cancels Contract has to give email notice to Interlinkages at dt@inter-linkages.com.

17.3 Without prejudice to any other right of termination elsewhere in these Terms and Conditions, Interlinkages may stop any Deals, Product and Trade Flow, suspend further transactions with the Buyer, and/or terminate the Contract with immediate effect by written notice to the Buyer on or at any time after the occurrence of any of the following events:

- (a) the Buyer and/or Seller being in breach of an obligation under the Contract;
- (b) the Buyer and/or Seller passing a resolution for its winding up or a court of competent jurisdiction making an order for the Buyer's winding up or dissolution;
- (c) the making of an administration order in relation to the Buyer and/or Seller or the appointment of a receiver over or an encumbrancer taking possession of or selling any of the Buyer's assets; or
- (d) the Buyer and/or Seller making an arrangement or composition with its creditors generally or applying to a Court of competent jurisdiction for protection from its creditors.

18 **Refunds**

Where Interlinkages determines that a refund is to be made to the Seller under these Terms and Conditions due to the Buyer not executing the deal with the Seller, the Subscription fee for that transaction will be refunded to the Seller. The refund however, will be netted of adjusting for all payment transfer costs.

However, in case material changes are made in the Deal ID generated by the Seller for which a Quote was given by the Buyer and accepted by the Seller, no refund will be provided to the Seller. The refund can be in the nature of cash refund or credit note issuance for transacting in the platform at the discretion of Interlinkages. The refund in any case will be provided within 60 days from the date of payment of subscription fee.

19 **Our intellectual property rights**

19.1 All intellectual property rights subsisting in respect of the Services belong to Interlinkages or have been lawfully licensed to Interlinkages for use in connection with the services. All rights under applicable laws are hereby reserved. You agree not to upload, post, publish, reproduce, transmit, or distribute in any way any component of the website itself, the Content, or any access to any Service, or create derivative works with respect thereto, except with the prior written consent of Interlinkages or unless expressly permitted in these Terms and Conditions. The website, Content, and Services are copyrighted under applicable laws.

19.2 Trade marks, service marks, trade names, and logos used and displayed on the Platform (the “**Trade Marks**”) are registered and unregistered trade marks of us or third parties. Nothing on the Platform and in these Terms and Conditions shall be construed as granting, by implication, estoppel, or otherwise, any licence or right to use (including as a meta tag or as a “hot” link to any other website) any Trade Marks displayed on the Services, without the written permission of us or any other applicable trade mark owner.

19.3 You agree that we are free to use, disclose, adopt, and modify all and any ideas, concepts, knowhow, proposals, suggestions, comments, and other communications and information provided by you to us (the “**Feedback**”) in connection with the Services and/or your use of the Services without any payment to you. You hereby waive and agree to waive all and any rights and claims for 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.

20 **Your rights**

20.1 You retain your rights to any Content you submit, post, or display on or through the services on Platform. By submitting, posting, or displaying Content on or through the services, you grant us a worldwide, non-exclusive, royalty-free license to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute such Content in any and all media or distribution methods (now known or later developed) subject to the Privacy policy and applicable regulations

20.2 You agree that this license includes the right for us to provide, promote, and improve the services and to make Content submitted to or through the services available to other companies, organisations, or individuals who partner with Interlinkages for the syndication, broadcast, distribution, or publication of

such Content on other media and services, subject to our terms and conditions for such Content use and Privacy policy.

- 20.3 We may modify or adapt your Content in order to transmit, display, or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services, or media.
- 20.4 You are responsible for your use of the services, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and our third-party partners. You understand that your Content may be syndicated, broadcast, distributed, or published by our partners and, if you do not have the right to submit Content for such use, it may subject you to liability. Interlinkages will not be responsible or liable for any use of your Content by Interlinkages in accordance with these Terms. You represent and warrant that you have all the rights, power, and authority necessary to grant the rights granted herein to any Content that you submit.

21 **Limited liability and warranty**

Please read this section carefully since it limits the liability of Interlinkages and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the “**Interlinkages Entities**”). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts and, as a result, the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited. All Information is for your general reference only. We do not accept any responsibility whatsoever in respect of such information.

- 21.1 YOUR ACCESS TO AND USE OF OUR SERVICES IS AT YOUR SOLE RISK AND IS PROVIDED "AS IS", "AS AVAILABLE." THE SERVICES ARE FOR YOUR OFFICIAL USE ONLY AND Interlinkages ENTITIES MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ON MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT.
- 21.2 THE ENTIRE LIABILITY OF Interlinkages ENTITIES AND ANY SELLER, AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE PRODUCTS AND/OR SERVICES OR OTHERWISE, IS RE-PERFORMANCE OF DEFECTIVE SERVICES. IN JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF LIABILITY, OUR AND ANY SELLER'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. WE DO NOT ENDORSE, WARRANT, OR GUARANTEE ANY MATERIAL, PRODUCT, OR SERVICE OFFERED THROUGH US OR OUR SERVICES. WE ARE NOT AND WILL NOT BE A PARTY TO ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTY.
- 21.3 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF Interlinkages ENTITIES EXCEED ONE THOUSAND HONG KONG DOLLARS (HKD 1,000).

- 21.4 The Interlinkages Entities shall not guarantee or assume any responsibility that:
- (a) the information presented in our services is accurate, adequate, current, or reliable, or may be used for any purpose other than for general reference;
 - (b) the information presented in our services is free of defect, error, omission, virus, or anything which may change, erase, add to, or damage your software, data or equipment;
 - (c) messages sent through the internet including in connection with the services will be free from interception, corruption, error, delay, or loss;
 - (d) access to the services will be available or be uninterrupted;
 - (e) defects in the services will be corrected.
- 21.5 Without limiting the generality of the foregoing, in no event will Interlinkages Entities be liable to you or any other person for any direct, indirect, incidental, special, punitive, or consequential loss or damages, including any loss of business or profit, arising out of any use, or inability to use, the information or the Deals and Trade Flow and/or Services, even if any of the Interlinkages entities has been advised of the possibility of such loss or damages.
- 21.6 You will exercise and rely solely on your own skill and judgment in your use and interpretation of the information and use of the Products and/or services. You are responsible to ensure that your use of the information, Products, and/or services complies with all applicable legal requirements.
- 21.7 Without prejudice to the foregoing, if your use of the Products and/or services does not proceed satisfactorily and/or where applicable you do not receive appropriate responses to such use from us, as set out in these Terms and Conditions or otherwise, you are advised to contact us at dt@interlinkages.com. No such lack of response shall be deemed to constitute any acquiescence or waiver.
- 21.8 You hereby indemnify Interlinkages against all liabilities, costs, expenses, damages, and losses (including any direct, indirect, or consequential losses, loss of profit, loss of reputation, and all interest, penalties, and legal and other professional costs and expenses) suffered or incurred by Interlinkages in connection with any claim made against Interlinkages for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with your use of the Products and/or Services. This clause shall survive termination of the Terms and Conditions.
- 21.9 The limitation of liability contained in these Terms and Conditions will apply to the fullest extent permitted by applicable laws.

22 Use on behalf of organisation

If you use our services or expressly agree to these Terms and Conditions in the course of a business or other organisational project, then by so doing you bind both:

- (a) yourself; and
- (b) the person, company or other legal entity that operates that business or organisational project,

to these Terms and Conditions, and in these circumstances references to "you" in these Terms and Conditions are to both the individual user and the relevant person, company, or legal entity, unless the context requires otherwise.

23 Third-party links and resources in our site

- 23.1 The links from the services may take you to other sites or services and you acknowledge and agree that Interlinkages has no responsibility for the accuracy or availability of any information provided by third parties' services and websites.
- 23.2 The services may include advertisements, which may be targeted to the Content or information on the services, queries made through the services, or other information. The types and extent of advertising by Interlinkages on the services are subject to change. In consideration for us granting you access to and use of the services, you agree that Interlinkages and its third-party providers and partners may place such advertising on the services or in connection with the display of Content or information from the services whether submitted by you or others.
- 23.3 Links to other websites and services do not constitute an endorsement by us of such websites or services, or the Information, products, advertising, or other materials available made available by such third parties.

24 Indemnity

You agree to defend, indemnify, and hold us harmless from and against all liabilities, damages, claims, actions, costs, and expenses (including without limitation legal fees), in connection with or arising from your breach of any of these Terms and Conditions and/or your use of the web site. We may, if necessary, participate in the defence of any claim or action and any negotiations for settlement. No settlement that may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right, at our own expense and on notice to you, to assume exclusive defence and control of any claim or action.

25 Severance

The illegality, invalidity, or unenforceability of any provision of these Terms and Conditions under the law of any jurisdiction shall not affect its legality, validity, or enforceability under the laws of any other jurisdiction nor the legality, validity, or enforceability of any other provision.

26 Several users

If there are two or more persons adhering to these Terms and Conditions as user, their liability under the Terms and Conditions is joint and several and their rights are joint.

27 Waiver

No failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

28 Force majeure

- 28.1 No party shall be in breach of these Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these Terms and Conditions if such delay or failure result from events, circumstances, or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations.
- 28.2 The affected party shall use all reasonable endeavors to mitigate the effect of a force majeure event on the performance of its obligations.
- 28.3 A force majeure event shall include such events as an act of God, fire, flood, typhoon, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic illness, failure of utility service or transportation, request from a government, or interference from civil or military authorities.

29 Governing law and jurisdiction

The laws of the Hong Kong Special Administrative Region shall govern these Terms of Service. You agree to submit to the exclusive jurisdiction of the Hong Kong courts.

30. Languages

In case of discrepancies between the English version and any other language versions of these Terms and Conditions and contents of our Platform, the English version shall prevail.

31. Grievance redressal mechanism

The name and contact details of the Grievance Officer are provided below: Name: Ms. Anindita Ghosh
Address: 815-818 China Insurance Group Building, 141 Des Voeux Road Central, Hong Kong

Phone: +85261443377

[E-mail: anindita@inter-linkages.com](mailto:anindita@inter-linkages.com)