## **Terms and Conditions**

Shoot-down.site (the "Shoot-down") is produced by Jarvis Technology Company Limited (the "Jarvis"). All use of Shoot-down, including the use of data and information published in Shoot-down (the "Materials") are subject to the following terms and conditions (hereinafter "Terms" or "Terms & Conditions").

### **Subscription to Shoot-down**

- 1. Your affirmative act of using Shoot-down signifies that you agree to the Terms, and you represent that you are of legal age to form a binding contract under the laws of Hong Kong. If you do not accept the Terms in full or are not of legal age to form a binding contract, the use of Shoot-down must be terminated immediately.
- 2. The services on Shoot-down are available only to registered users of Shoot-down (the "Subscribers"). Upon your subscription,

### You agree to:

- a. provide true, accurate, current and complete information about yourself as prompted by the Shoot-down's registration form (the "Subscription Data");
- b. maintain and update the Subscription Data to keep it true and accurate;
- c. affirm that you are not engaged as an investment advisor or asset manager and you are not engaged to provide investment advice to any individual or entity;
- d. affirm that you are subscribing to the service and paying the subscription fee in your own capacity;
- e. accept responsibility for maintaining the confidentiality and use of any username, and email address that you may register for your access to and use of our services; and
- f. immediately notify Jarvis of any unauthorized use of your password or account or any other breach of security, and ensure that you exit from your account at the end of each session.

#### You should not:

- g. trespass, break into, access, use or attempt to trespass, break into, access or use any parts of Shoot-down and/or the Materials which you have not been authorised by Javis; and
- sell or otherwise use in commercial context any of the services in Shoot-down or Materials in any manner or for any purposes without the prior express written consent of Jarvis.

# **Fees and Payment**

- 3. Upon your subscription of Shoot-down, you will receive e-mail from us acknowledging that we have received your first payment and that your subsequent payments of the monthly subscription fee for the service on Shoot-down is recurring.
- 4. You agree that Javis may receive monthly subscription fee without further authorization from you, until you provide 7-days prior notice that you have terminated this authorization or wish to change your payment method.
- 5. Any other charges incurred in connection with your payment of the subscription fees (including but not limited to bank transaction fees) shall be payable by the Subscribers.
- 6. You may terminate your subscription at any time, subject to cancellation policy under Clause 6. There are no refunds for the subscription fee once the payment has gone through.

### **Cancellation and Termination**

- 7. You may cancel your subscription by sending a notice to the email address <a href="info@techit.com">info@techit.com</a>, 7 days before your next payment is due to be collected, in order to avoid charging for the following month. All cancellation notice must be in writing and addressed to Jarvis. Once your subscription is cancelled, Jarvis will delete all personal data associated with your subscribed account.
- 8. Jarvis may limit your access to or temporarily suspend your Shoot-down subscription under any of the following situations:
  - a. you fail to comply with any terms in this Terms and Conditions, or Jarvis has reasonable grounds to suspect that you fail to comply with any terms in this Terms and Conditions; or
  - b. it is requested by law enforcement or other government agencies; or
  - c. you have not accessed to your account for 1 year; or
  - d. there is engagement by you in fraudulent or illegal activities.

# **Maintenance of System**

- 9. Jarvis may, at its sole discretion, perform system maintenance and upgrades on Shoot-down, which may cause temporarily suspension of the services provided under your subscription.
- 10. Jarvis will not be held liable for any suspension of the said services due to the said system maintenance and upgrades on Shoot-down.

### **Intellectual Property Rights**

11. All intellectual property rights subsisting in respect of Shoot-down belong to Jarvis for use on Shoot-down. All rights under applicable laws are hereby reserved. Except as otherwise expressly permitted by Jarvis, you should not download, upload, post, publish, reproduce, transmit or distribute in any way any component of Shoot-down and/or the Materials, or create derivative works.

### **Third Party Information**

12. Shoot-down may contain links to third party websites (including but not limited to advertisements). Javis makes no warranty and assume no obligation or liability for any trading activities or other activities that occur on any website you access through links on Shoot-down(including but not limited to your dealings with or participation in promotions of advertisers found on Shoot-down, or any good or services sold by such advertisers).

### **Indemnity**

13. You shall on demand indemnify and keep indemnified Jarvis from and against all liabilities, claims, costs, expenses and damages of any kind which may be reasonably suffered or incurred by Jarvis, directly or indirectly, arising out of or in connection with your access to and/or use of Shoot-down (or any part of them) and/or the Materials (or any part of it) and/or the reliance and/or acting on by Jarvis any information, data, message or communication from you or purportedly from you or your breach of any provision in the Terms and Conditions.

### **Change of Terms and Conditions**

14. Jarvis may change, modify and update the Terms and Conditions from time to time in Jarvis's sole discretion. By continuing to subscript Shoot-down, you agree to be bound by such changes, modifications and updates.

#### <u>Jurisdictions</u>

- 15. The Terms and Conditions shall be governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**").
- 16. If there is any dispute herein, you agree to submit to the exclusive jurisdiction of the Hong Kong courts.

Last Updated: 4 Jan 2021