Terms and Conditions www.lobahn.com as of 1 February 2024

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Lobahn Technology Limited ("Lobahn", "we", "us", or "our"), concerning your access to and use of the www.lobahn.com website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Site").

You agree that by accessing the Site, you represent that you are eighteen (18) years of age or older and you have read, understood, and agree to be bound by all of these Terms and Conditions.

If you do not agree with all of these Terms and Conditions, then you are expressly prohibited from using the Site and you must discontinue use immediately.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason.

We will alert you about any changes by updating the "Last updated" date of these Terms and Conditions, and you waive any right to receive specific notice of each such change. If you object to any change, your sole recourse shall be to immediately terminate your account or cease using the Site.

It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Site after the date such revised Terms and Conditions are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

Services provided by Lobahn Technology Limited through the Site herein shall be available to Individual Users and Corporate Users. Access to and use of the contents and services provided on the Site are subject to the terms and conditions set out here and the privacy statement ("Privacy Statement"). For further details about our

Definitions

In these Terms and Conditions, the following terms shall have the respective meanings specified below unless the context otherwise requires.

For ease of comprehension, throughout this document the singular includes the plural, and the male includes the female.

"Lobahn" means Lobahn Technology Limited.

"We", "us" or "our" means Lobahn Technology Limited and its affiliates/associated companies/agents.

"Individual User" means an individual representing himself only who registers on the Site to obtain services offered by us.

"Corporate User" means an individual representing his Employer who registers on the Site to obtain services offered by us on behalf of his Employer.

"Candidate" means an individual professional who uses the Site.

"Employer" means a corporate entity that uses the Site.

"Profile Data" means the employment-related personal data, including Matching Factors, submitted by the Individual User.

"CV" means the document submitted by the Individual User summarising his employment history, professional experience and related background information. "Image" means the image file submitted by the Individual User.

"Position Listing" means the position description and desired candidate qualities submitted by the Corporate User related to a position opening.

"Matching Factors" means data collected from Individual Users and Corporate Users for the purposes of measuring and reporting the suitability of the User's background with a career opportunity offered by the Employer.

"Site" means any website or mobile application owned and operated by Lobahn Technology Ltd. and its affiliates/associated companies/agents.

"Users" includes references to generic Users and registered Users.

Acceptable Site Uses

Specific Uses – Individual Users

The Individual User agrees that he shall only use the Site for lawful purposes, specifically for seeking employment opportunities and for professional networking. The Individual User agrees to keep his login name and password with care and not to disclose them to any other person. The Individual User is solely responsible for maintaining the confidentiality, safekeeping and security of such login name and password and shall notify us immediately of any unauthorized use of the same.

The Individual User confirms and acknowledges that he discloses his personal data and all other information to the Corporate Users and/or us of his own volition when he applies for available career opportunities posted on or through the Site, and/or when the Individual User uses the Site for purposes of submitting, uploading or posting his Profile Data, CV and/or Image on the Site. By submitting, uploading or posting his Profile Data, CV and/or Image on the Site, the Individual User represents and warrants that (a) all the information contained therein is truthful and accurate; and he authorizes us to store his Profile Data, CV and/or Image and information or data related thereto in our database ("Database"). The Individual User may send his Profile Data, CV and/or Image and the related information or data directly to any Corporate User who registers on the Site. Alternatively, the Individual User may send his Profile Data, CV and/or Image and the related information or data to us through the Site in reply to any position listing. In such event, the Individual User's Profile Data, CV and/or Image and the related information or data will remain active on the Site and be stored in the Database at his own risk unless and until he chooses to delete them. The Individual User acknowledges and agrees that his Profile Data, CV and/or Image and the related information or data may be accessed by the Corporate Users who have subscribed to our services for the sole purpose of recruiting and assessing the suitability of Individual Users. We also reserve the right to reject, disapprove or edit any part of the Individual User's Profile Data, CV and/or Image and the related information or data as we deem appropriate and to erase any personal data which we reasonably believe are inaccurate, false, illegal, unlawful, infringe copyright / trademark / trade name / trade secret or infringe any other intellectual property rights or invade the privacy of any other person or entity having regard to the purpose (including any directly related purpose) for which the data are or are to be used.

The Individual User acknowledges and agrees to our practice of charging Corporate Users a fee to access to the Site, the Database and/or the Individual Users' Profile Data, CV and/or Image, details and the related information or data for the sole purpose of recruiting and assessing the suitability of Individual Users and subject to the terms herein. The Individual User also recognizes that he shall have no claim to any such fee received by us.

We will not release the Individual User's personal data to any Corporate User without his permission unless required by any authorized institution or obliged under prevailing laws and regulations. The Individual User acknowledges and agrees that we can, if he so authorizes, release his Profile Data, CV and/or Image to Corporate Users through the use of our search engine or any other means for the sole purpose of enabling Corporate Users to recruit and assess the suitability of Individual Users in relation to any position opening.

You acknowledge, understand and agree that no company, including us, can fully eliminate security risks connected to the handling of data on the Internet. Although we shall use our reasonable endeavours to restrict access to the Database only to Registered Users and our personnel, we cannot and do not guarantee that other parties will not, without our consent, gain access to the Database. The Individual User may disable searching or viewing of his Profile or CV by Corporate Users at any time. However, the Individual User acknowledges that Corporate Users and other parties who have otherwise gained access to the Database may have retained a copy of the Individual User's Profile Data, CV and/or Image. To the furthest extent permissible by applicable law, the Individual User acknowledges and agrees that we shall not be responsible for the retention, use or privacy of his Profile, CV or Image in these instances, or for the use or privacy of his Profile Data, CV and/or Image by any of such parties while the Profile Data, CV and/or Image is in the Database. To the furthest extent permissible by applicable law, we will not be responsible or held liable in any way if any Corporate User or other User, in breach of the Terms and Conditions, whether in Hong Kong or elsewhere, uses the Individual User's personal data, information or materials for any purpose other than for recruiting potential employees. The Individual User accepts that all personal data, information or materials given to a Corporate User or other Users, or submitted on or through the Site, are given entirely at his own risk.

Specific Uses – Corporate Users

The Corporate User agrees that he shall only use the Site for lawful purposes and for promoting any position-related activities.

Upon payment of the service fee to us or upon acceptance of any free trial promotion offer, the Corporate User will be entitled to use the Site to post position listings for a predetermined period following agreement of the predetermined service, save and except for any free trial promotion offer. Subject to the conditions or requirements from time to time stipulated by us regarding the access to Individual Users' information or data, the Corporate User agrees that all information or data obtained as a result of such access shall only be used for the sole purpose of recruiting and assessing the suitability of Individual Users and that such information or data shall not be disclosed to any other parties without the prior consent of the Individual User concerned. The Corporate User acknowledges and agrees that it shall disregard any information or data received from an Individual Users.

The Corporate User shall be solely responsible for the contents of and materials contained in its position listing posted on the Site. We reserve the right to remove or edit, or require the removal or amendment of, any position listing as we deem appropriate, or to terminate or suspend the Corporate User's access and use of the Site and/or services offered on or through the Site, in accordance with the agreement for such services between the Corporate User and us.

We shall have the right to terminate any services offered to any Corporate User and to remove any position listing posted on the Site at our sole discretion, without any compensation or recourse to the Corporate User in the event that the relevant Corporate User or the contents of the relevant position listing is or are in breach of any of the provisions herein or any of the provisions in the Terms and Conditions of Sale of any Lobahn product; whereas, in the event that we decide to remove any position listing for any reasons not relating to any breach of the provisions herein or any of the provisions of Sale of any Lobahn product, whereas and Conditions of Sale of any Lobahn product, we may after deducting the fees charged for the period that the position listing has been posted on the Site, refund the remaining fees (if any) to the relevant Corporate User.

From time to time Lobahn may invest in marketing campaigns to promote Corporate User brands (including but not limited to Google ads, Yahoo ads, Baidu ads, Facebook ads, Twitter ads, ad networks, Demand Side Platforms, Real Time Bidding, retargeting and other programmatic buying strategies) and acknowledge that such promotion may be outside the domain of Lobahn or its subsidiaries / affiliates.

We also reserves the right to change the service fee or institute new charges or fees, from time to time, as we deem appropriate. In the event that any Corporate User fails to pay the service fee or any other fees or charges due to us, we reserve the right to suspend or terminate the Corporate User's position listing and/or right to access the Site, without prejudice to all other rights and remedies available to us.

Prohibited Uses - All Users

Users agree(s) that: -

Individual Users shall not post any incomplete, false or inaccurate Profile, Image or CV-related information or data on the Site.

Individual Users shall not respond to any position listing for any reason other than to apply for the position advertised, and Corporate Users shall not respond to any Individual User other than in connection with his application for a position. All Users shall not use the Site in any manner that infringes the intellectual property rights or proprietary rights of others.

All Users shall not print, download, duplicate, transmit or otherwise copy, reproduce, re-distribute, republish or use any personally identifiable information about other Users save and except that the Corporate Users may use the Individual Users' Profile Data, CV and/or Image and the related information or data accessed by the Corporate User pursuant to the Acceptable Site Uses described above.

All unsolicited communications of any type to Users are strictly prohibited.

All Users shall not delete, revise or remove any material posted by any other person or entity.

All Users are prohibited from violating or attempting to violate the security of the Site including, without limitation, accessing data not intended for them or logging into a server or account which they are not authorized to access, attempting to probe, scan or test the vulnerability of a system or network or attempting to breach security or authentication measures without proper authorization, attempting to interfere with service to any User, host or network or sending unsolicited e-mail, including promotions and/or position listings for products or services. Violations of system or network security may result in civil and/or criminal liabilities.

All Users shall not upload, post, publish, transmit, distribute, circulate or store any material in whatsoever way relating to the Site (i) in violation of any applicable laws or regulations; (ii) in any manner that may infringe the copyright, trademark, trade secrets or other intellectual property rights or proprietary rights of others or violate the privacy or publicity or other personal rights of others; (iii) that is harmful, defamatory, libelous, obscene, discriminatory, harassing, threatening, abusive, hateful, racist, blasphemous, false, illegal, improper or is otherwise offensive or objectionable; (iv) in the manner that causes unrest in politics, religion, national security or stability of the Site; or (v) that contains viruses, trojan horses, worms,

corrupted files or other materials that may interrupt, damage or limit the functionality and operation of the Site, the services offered on the Site, or of any computer software or hardware or telecommunication equipment. All Users are prohibited in using screen scraping, data mining, robots or similar data gathering and extraction tools on the Site for establishing, maintaining, advancing or reproducing information contained on the Site on his/their own website or in any other publication, except with Lobahn's prior written consent.

Intellectual Property Rights

All contents of the Site, including without limitation information, text, graphics, images, layout, designs, pictures, logos, editorial content, HTML and other proprietary materials on the Site (collectively "Contents") are the intellectual property of Lobahn or our licensors and are protected by copyright, trademark, patent and other intellectual property laws. Users acknowledge and agree that the Contents are made available solely for their personal non-commercial use. Except as otherwise provided in this paragraph, Users shall not, and shall not procure, assist or facilitate any third party to, copy, reproduce, transmit, publish, disseminate, distribute, redistribute, broadcast, circulate, store (in any medium), display, modify, sell or transfer or participate in the sale or transfer of or offer for sale of, create derivative works from, or in any way exploit any of the Contents, whether in whole or in part. Users may download or copy the Contents solely for their personal noncommercial use and/or uses that are expressly permitted in these Terms and Conditions, provided that Users will not delete or amend any symbols or statements in the Contents that indicate the subsistence therein of copyright, trademark and any other proprietary rights. Users do not have any right, title or interest in or to any or any part of the Contents as a result of such downloading or copying. We reserve all our rights of enforcement of all our intellectual property rights or proprietary rights in the Contents, including without limitation against any use of any of the Contents that is not expressly permitted under the Terms and Conditions. For the avoidance of doubt, any purported consent of any third parties (including Corporate Users) to the use of the Contents or any part thereof shall not in any way exonerate the Users from the restrictions/prohibitions imposed hereunder in whatsoever manner.

Responsibility

We reserve the right to monitor the Site and its contents at any time, but are not obliged to do so. We take no responsibility whatsoever for any material on the Site that is not posted by us or is otherwise posted by us on behalf of a User. All Users acknowledge and agree that they are fully responsible for the form, content and accuracy of any Profile Data, CV and/or Image, information, data, position listing, web page and/or material submitted by them to us or that is otherwise posted by them on or through the Site. We do not warrant that any Profile Data, CV and/or Image, information, data, or position listing will be viewed by any specific number of Users or that it will be viewed by any specific User or result in successful recruitment of personnel. We shall not in any way be considered an agent of either the Corporate User or the Individual User with respect to any use of the Site. We shall not be responsible in any way for any decision, for whatever reason, made by any party seeking or posting positions on the Site, or of any party responding to or posting position listings on the Site. WHILST WE HAVE ENDEAVORED TO PROVIDE A QUALITY SERVICE TO CORPORATE USERS AND INDIVIDUAL USERS, LOBAHN DOES NOT WARRANT THAT THE SITE WILL OPERATE ERROR-FREE OR THAT THE SITE AND ITS SERVER ARE FREE OF VIRUSES OR OTHER HARMFUL MECHANISMS, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT THE OPERATION OF THE SITE WILL BE UNINTERRUPTED, TIMELY OR SECURE. IF USE OF THE SITE OR ITS CONTENTS RESULT IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, BY ANY USER, WE SHALL NOT BE RESPONSIBLE FOR THOSE COSTS AND ANY LOSS OR DAMAGE OF WHATEVER NATURE. THE SITE AND ITS CONTENTS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, INCLUDING WITHOUT PREJUDICE TO THE FOREGOING, ANY WARRANTIES IN RESPECT OF MERCHANTABILITY, AVAILABILITY OF FEATURED PRODUCTS OR SERVICES, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, FITNESS FOR PARTICULAR PURPOSE, OR ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS OR OTHER QUALITIES OF THE SITE AND THE CONTENTS, SERVICES, SOFTWARE, TEXT, GRAPHICS AND LINKS CONTAINED THEREIN. USERS SHOULD INDEPENDENTLY ASSESS AND VERIFY THE ACCURACY, COMPLETENESS AND RELIABILITY OF THE INFORMATION ON THE SITE AND TO SEEK PROFESSIONAL ADVICE WHERE NECESSARY.

Own Risk

ALL USERS USE THE SITE AND ANY OTHER WEBSITES ACCESSED THROUGH IT, ENTIRELY AT THEIR OWN RISK. All Users shall be responsible for their own communications and are responsible for the consequences of their activities on the Site. We do not represent or guarantee the truthfulness, accuracy or reliability of any of the communications posted by other Users or endorse any opinions expressed by Users. Any reliance by Users on any material posted by other Users shall be at their own risk. We reserve the right to expel any Users and prevent their further access to the Site at any time for breaching the Terms and Conditions or violating the laws and regulations and also reserves the right to remove any material which is abusive, illegal, disruptive or inappropriate at our sole discretion without notice and/or consent whatsoever.

Links to Other Websites

The Site may contain links to third-party websites. These are provided solely as a convenience to Users and as Internet navigation tools, and not in any way as an endorsement by us of the contents on such third-party websites. Unless otherwise stated on the Site, we have no control over or rights in such third-party websites and are not responsible for their availability or security. If Users access any linked third-party websites, they do so entirely at their own risk. We shall not be responsible for the contents of any third-party websites linked to the Site or any links contained in such third-party websites or any changes or updates thereto, and do not make any

representations or warranties regarding the contents or accuracy of materials on such third-party websites. We shall not be responsible or liable for any loss or damage of any kind arising from or in connection with the use of the services or contents of such third-party websites. Further, any data or material posted on the Site by any User may be viewed by Users of other websites linked to the Site and we shall not be responsible for any improper use by any User or third-party other than us of any data or materials posted on the Site.

Indemnity

All Users agree to indemnify and hold harmless Lobahn and its associated companies, officers, directors, employees, agents, proprietors, partners, representatives, shareholders, servants, attorneys, predecessors, successors and assigns from and against any claims, actions, demands, injuries, liabilities, losses, damages, costs and expenses (including legal fees and litigation expenses on a full indemnity basis) arising from or relating to their use of the Site or its contents or their breach of the Terms and Conditions, to the fullest extent permitted by applicable law. This indemnification shall be in addition to all other obligations of Users under the Terms and Conditions, and shall not prejudice any other rights or remedies available at law to us.

Disclaimer

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LOBAHN AND ITS ASSOCIATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL NOT BE LIABLE IN ANY EVENT FOR DAMAGE OF ANY KIND SUFFERED BY ANY USERS WHATSOEVER DIRECTLY OR INDIRECTLY ARISING FROM OR RELATING TO THEIR USE OF OR INABILITY TO USE THE SITE AND ITS CONTENTS, INCLUDING WITHOUT LIMITATION ANY ERRORS OR OMISSIONS IN SUCH CONTENTS, OR ANY DELETION, INCORRECT OR DELAYED TRANSMISSION OR LOSS OF ANY CONTENTS OR MATERIALS UPLOADED OR TRANSMITTED THROUGH THE SITE.

Dealing with Corporate Users

Individual Users' communication or business dealings with Corporate Users found on or through the Site, including any other terms, conditions, warranties or representations associated with such dealings, are solely between the Individual User and such Corporate User. We shall not be responsible or liable for any loss or damage of any type or nature incurred as a result of any such dealings or as a result of the presence of the Corporate Users on the Site or as a result of the accuracy or truthfulness of any information or data posted by the Corporate Users.

Dealing with Individual Users

Corporate Users' communication or business dealings with Individual Users found on or through the Site, including any other terms, conditions, warranties or representations associated with such dealings, are solely between the Corporate

User and such Individual User. We shall not be responsible or liable for any loss or damage of any type or nature incurred as a result of any such dealings or as a result of the presence of the Individual Users on the Site or as a result of the accuracy or truthfulness of any information or data posted by the Individual Users.

Dealings between Individual and Corporate Users

Notwithstanding our best endeavours to provide impartial position listing and recruitment services, and our supporting an information exchanged between Corporate Users and Individual Users, we will not be involved in dealings or disputes between Individual Users and Corporate Users, and we shall not be responsible or held liable for the quality, security and legitimacy of the recruitment process. We do not warrant or guarantee the accuracy of the information and/or the Profile Data, CV and/or Image provided by the Individual User or of the position listings provided by the Corporate User. We do not guarantee that the Corporate User will be able to pay the relevant remuneration or that the Individual User will be competent to take the position offered by the Corporate User. Should any dispute arise between the Corporate User and the Individual User, the Corporate User and the Individual User and User and User and User and User and User and User User and User and User and User

Limitation of Liability

Without prejudice to the above and subject to the applicable laws, the aggregate liability of us to any User for all claims arising from or relating to his use of our services and the Site shall be limited to the fees received by us in respect of the services giving rise to such claims. To the maximum extent permitted by applicable law, in no event will we or the Site be liable in any way for any indirect, incidental, special, exemplary or consequential damages arising from or relating to our services and the Site, even if we have been informed of the possibility of such damage.

Termination

You may terminate your account with us at any time and for any reason by providing notice of termination to us by issuing an email to <u>hello@lobahn.com</u>. In the event that we become aware any information of a material nature provided by a User is inaccurate, in breach of any laws or contains indecent elements, we reserve the right to instantly abrogate the User's account and membership without notice and reserve the right to take such action as we consider appropriate, desirable or necessary including but not limited to taking legal actions against such User. We reserve the right at any time to immediately terminate or suspend any User's account or access to the Site without notice, where we are of the opinion that the User has breached any of the Terms and Conditions or violated any law or regulation, and to take further action as we in our sole discretion consider appropriate, desirable or necessary, including removing any material which we deem abusive, illegal, disruptive or inappropriate. We shall have the sole and absolute discretion to decide whether an Individual User or Corporate User has breached any of the Terms and

Conditions, and such decision shall be final. In case we have not exercised the right under this Clause, it shall not be deemed to be a waiver.

Modification of Access to the Site

We reserve the right at any time and from time to time to modify, change, suspend, discontinue or restrict: (a) Users' access to, either temporarily or permanently, the Site (or any part thereof); or (b) the whole or any portion of this Site (and the services provided therein), with or without notice. We shall not be liable to Users or to any third party for any such modification, change, suspension, discontinuation or restriction.

Security Measures

We will use reasonable endeavors to ensure that our officers, directors, employees, agents and/or contractors exercise their prudence and due diligence in handling the personal data submitted by the Individual Users and that access to and processing of the personal data by such persons is on a "need-to-know" and "need-to-use" basis. We will use our reasonable endeavours to protect Individual Users' personal data against any unauthorized or accidental access, processing or erasure of the personal data.

Governing Law and Jurisdiction

The Terms and Conditions and any dispute or matter arising from or incidental to the use of the Site shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong").

Any dispute, controversy or claim arising out of or relating to the Terms and Conditions including the validity, invalidity, breach or termination thereof, shall be settled in the first instance by mediation. If mediation proves unsuccessful, then arbitration shall follow in accordance with the UNCITRAL Arbitration Rules as at present in force and as may be amended by the rest of this Clause:

The appointing authority shall be Hong Kong International Arbitration Centre ("HKIAC"). The place of arbitration shall be in Hong Kong at HKIAC. There shall be only one arbitrator.

The language to be used in the arbitral proceedings shall be English. In the event of any breach of the Terms and Conditions by a party, the other party shall be entitled to remedies in law and equity as determined by arbitration.

Force Majeure

Without prejudice to the provisions of these Terms and Conditions limiting or disclaiming liability, we are not liable for any delay or failure in performance resulting directly or indirectly from causes beyond its reasonable control, including,

without limitation, failure of the internet, power failure, failure of computer, telecommunication or other equipment, strikes, labour disputes, riots, public health emergencies, insurrections, civil disturbances, shortage of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts and non-performance of third parties.

Entire Agreement

The Terms and Conditions and the Privacy Statement shall constitute the entire agreement between you and us relating to your use of the Site, and shall replace and supersede all other communications (written or oral), discussions, letters and contracts relating to the subject matters hereof.

Severability

The provisions of the Terms and Conditions shall be enforceable independently of each other and the validity of each provision shall not be affected if any of the others is invalid. In the event that any provision or any part of a provision of the Terms and Conditions is determined to be or becomes illegal, invalid or unenforceable, the validity and enforceability of the remaining provisions or remaining part of the provision of the Terms and Conditions shall not be affected and, in lieu of such illegal, invalid, or unenforceable provision or part of a provision, there shall be added as part of the Terms and Conditions one or more provisions as similar in terms as may be legal, valid and enforceable under the applicable law.

Variation of Terms

Lobahn may vary these Terms at any time. If Lobahn varies these Terms, it will provide notice by publishing the varied Terms on the Site. Your continued use of the Site after the changes are first notified by us as described above will constitute your agreement to such changes. If you object to any change, your sole recourse shall be to immediately terminate your account and cease using the Site.

Contact Information

If you have any question about these Terms and Conditions, please contact us by e-mail at <u>hello@lobahn.com</u>.

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