TERMS OF SERVICE

B2B-Platform.io is operated by MASSA CONSULTING LIMITED, a company incorporated under the laws of Hong Kong (Reg. No. 78172075), with its registered office at 14/F., China Hong Kong Tower, 8 Hennessy Road, Wanchai, Hong Kong (the "Operator", "we", "us" or "our").

These Terms of Service (the "Terms") govern access to and use of the private business-to-business software platform available at https://b2b-platform.io and its associated account-based services (the "Platform"). They form a binding agreement between the Operator and the legal entity applying for admission (the "Applicant") upon affirmative acceptance during registration in accordance with Section 3, and continue to govern that entity if admitted to the Platform (the "Participant" or "you"). The Platform is a software and information service, not a party to any underlying trade transaction.

By expressly accepting these Terms during registration, the person submitting the application confirms that they are duly authorised to bind the Applicant. Acceptance does not itself constitute admission to the Platform, creation of an Account or permission to use restricted Platform functions.

1. DEFINITIONS AND INTERPRETATION

1.1. "Account" means the restricted-access electronic account made available by the Operator to an approved Participant for use of the Platform.

1.2. "Applicant" means a legal entity that submits an initial request to be contacted about possible admission to the Platform.

1.3. "Authorised User" means an individual who accesses the Platform on behalf of a Participant with that Participant's permission and authority. A Participant remains responsible for all activity through its Account and by its Authorised Users.

1.4. "Content" means business information, commercial offers, messages, specifications, counterparty details, documents, supporting records and other material submitted, generated, stored, transmitted or made available through the Platform.

1.5. "Trade Document" means a quotation, commercial invoice, purchase order, specification, agreement-related document or other business document prepared or generated using Platform tools.

1.6. "Privacy Policy" means the Operator's separately published privacy policy for the Platform, as updated in accordance with applicable law.

1.7. References to "including" mean "including without limitation". References to applicable law include the laws and regulatory requirements binding on the relevant person in connection with the relevant activity. Headings are for convenience only and do not affect interpretation.

2. NATURE AND SCOPE OF THE PLATFORM

2.1. The Platform is a closed-access software-as-a-service (SaaS) and business-information environment intended to assist approved businesses in discovering potential commercial counterparties, managing enquiries and requests for quotation, exchanging business information and preparing Trade Documents.

2.2. The Platform is made available solely as a technological tool. Search results, listings, communications, document-generation features and other Platform outputs are informational or administrative aids; they do not constitute the Operator's commercial advice, recommendation, certification or assurance concerning any Participant, product, service or proposed transaction.

2.3. The Operator does not buy, sell, import, export, supply, ship, inspect, store, insure or take title to goods or services transacted between Participants. It is not a contracting party, broker, commission agent, sales representative, fiduciary, guarantor or escrow provider in relation to any such transaction.

2.4. The Operator is not a bank, payment institution, payment service provider, money service business, clearing house or payment agent. It does not accept deposits, receive or hold Participants' transactional funds, maintain payment accounts for Participants, execute transfers, clear or settle transactions, or arrange payments on their behalf. Payment obligations and payment execution remain outside the Platform and are matters for the contracting parties and their chosen financial service providers.

3. REGISTRATION REQUESTS, ONBOARDING AND ACCEPTANCE

3.1. The public registration form is an application for contact and consideration for access only. Its submission does not create an Account, grant any software licence or oblige the Operator to admit the Applicant. As part of the registration process, an authorised representative of the Applicant must affirmatively accept these Terms in accordance with Section 3.5.

3.2. Following an application, a representative of the Operator may contact the Applicant and request further business, ownership, identity, compliance and other onboarding information and supporting records. The Operator may seek clarifications and additional documentation at any stage of the review.

3.3. Admission to the Platform is conditional upon each Applicant successfully completing the Operator's internal know-your-business (KYB) and anti-money-laundering (AML) onboarding procedures and sanctions screening, to the Operator's satisfaction. The Operator may, at its discretion and subject to applicable law, request additional information and conduct enhanced due diligence, further verification and other risk-based checks. Completion of these mandatory checks does not entitle an Applicant to admission. The Operator may reject, defer or discontinue an application at its discretion, subject to applicable law, without disclosing confidential compliance methodologies or risk assessments.

3.4. If admission is approved, the Operator may issue login credentials or instructions for accessing an Account. The initial acceptance of these Terms takes place at registration and does not need to be repeated inside the Account. Delivery or receipt of credentials does not override applicable compliance, security or access restrictions under these Terms.

3.5. The agreement is formed when an authorised representative of the Applicant, having been presented with or given accessible links to the then-current Terms and Privacy Policy on the registration form, affirmatively selects the designated acceptance checkbox or control and submits the registration application. The Applicant represents that the person accepting has the authority to bind it. Acceptance of these Terms is required to submit the application but does not itself constitute admission, Account creation or the grant of a software licence. Access to all substantive Platform functions, including counterparty searches, Participant profiles and offers, Participant-to-Participant communications and Trade Document generation, remains disabled until completion of the required KYB/AML onboarding and sanctions screening, approval of admission by the Operator and activation of an Account. No separate initial acceptance inside the Account is required.

3.6. The Operator may maintain electronic evidence of acceptance, including the identity or registration application identifier of the accepting representative, the document version, and the date and time of acceptance. The parties agree that electronic records and the acceptance method used on the registration form may be used to evidence the formation of their agreement, subject to applicable law.

3.7. The Privacy Policy may be made available on the public Website and on the authentication and Account pages. Publication of the Terms or Privacy Policy on a public page does not by itself amount to acceptance by an Applicant or visitor; acceptance requires the affirmative registration-form action described in Section 3.5.

4. ELIGIBILITY, ACCOUNT ADMINISTRATION AND SECURITY

4.1. The Platform is intended exclusively for use by legal entities duly incorporated or otherwise lawfully established as separate legal persons and acting for business purposes. Natural persons, including sole proprietors acting in their individual capacity, and unincorporated undertakings are not eligible to become Participants. Individuals may access the Platform only as Authorised Users acting on behalf of an admitted legal entity. Each Participant represents that it has the legal capacity to enter into these Terms and will use the Platform for legitimate business purposes.

4.2. Each Participant must provide information that is complete, current and accurate in all material respects, promptly correct material inaccuracies and notify the Operator of significant changes to its legal status, control, authorised representatives or other onboarding information.

4.3. The Participant is responsible for selecting and supervising its Authorised Users, limiting their access appropriately, safeguarding credentials and devices, and preventing unauthorised access or sharing of credentials outside its organisation. The Participant must promptly notify the Operator of suspected Account compromise or unauthorised use.

4.4. An Account and its access rights are personal to the admitted Participant and may not be sold, assigned, transferred, shared with another undertaking or used to give unauthorised third parties access to the closed network.

4.5. The Operator may require additional authentication, changes to credentials or renewed compliance information as a condition of continued access. The Operator may disable credentials or restrict features where reasonably necessary for security, compliance or Platform integrity.

5. SOFTWARE LICENCE AND PERMITTED USE

5.1. Subject to these Terms and while the Account remains active and authorised, the Operator grants the Participant a limited, personal to that Participant, non-exclusive, non-transferable, non-sublicensable and revocable right to access and use the Platform as a hosted software service for its internal business purposes of locating prospective counterparties, communicating concerning potential transactions and preparing business documents.

5.2. The licence confers no ownership, source-code access or proprietary interest in the Platform. All rights in the software, interfaces, databases, architecture, templates, trademarks, documentation and related intellectual property, other than Participant-owned Content, remain with the Operator or its licensors.

5.3. The Participant must not, and must not permit others to: (a) copy, resell, sublicense, lease or commercially exploit the Platform; (b) reverse engineer, decompile or attempt to extract source code except where mandatory law permits; (c) circumvent authentication, access controls, technical restrictions or security measures; (d) scrape, harvest or bulk-extract information about other Participants; (e) introduce malicious code or disrupt the Platform; (f) impersonate another person or misrepresent a business relationship; or (g) use the Platform for unlawful, deceptive, sanctioned or otherwise prohibited activities.

5.4. Access is provided free of charge under the current service model. No subscription or transaction fee is payable to the Operator under these Terms. Any future paid feature or fee-based service must be separately disclosed and affirmatively agreed before a payment obligation arises; use under these Terms does not by itself authorise the Operator to charge fees.

5.5. The Operator may modify the software, interface, functionality or technical requirements, subject to any applicable obligations under these Terms. The licence is conditional on the Account remaining active, and ceases or is restricted when access is suspended or terminated under Section 16.

6. CLOSED NETWORK AND NON-PUBLIC PARTICIPANT INFORMATION

6.1. The Platform operates as a private B2B information and trade-sourcing network. Access to restricted commercial offers, commercial specifications, pricing information and counterparty-related material is limited to approved Participants and other persons expressly authorised by the Operator for legitimate service purposes.

6.2. The Operator does not maintain or publish on unrestricted public portions of the Website an open registry, directory or list of admitted Participants. Nothing in these Terms obliges the Operator to publish the identity or participation status of a Participant publicly.

6.3. A Participant must use information obtained through the closed network only for legitimate evaluation, negotiation, documentation and performance of its own actual or prospective commercial transactions. Such information must not be republished to the general public, sold as a database, supplied to data brokers or used for unsolicited mass marketing, competitive intelligence unrelated to a bona fide transaction, or other unauthorised purposes.

6.4. Availability of a Participant's name, profile, offer or other information within the Platform does not represent public disclosure by the Operator or grant any recipient the right to use that information outside the purposes permitted by these Terms.

7. CONFIDENTIALITY AND PROTECTION OF COMMERCIAL INFORMATION

7.1. "Confidential Information" means non-public information disclosed or made accessible by one party or another Participant in connection with the Platform that is identified as confidential or should reasonably be understood to be confidential because of its nature or the circumstances of disclosure. It includes non-public participant identities and profiles, trade opportunities, product specifications, wholesale and negotiated prices, commercial terms, correspondence, customer and supplier information, bank-account information, business plans, prepared and issued Trade Documents, and non-public technical or security information concerning the Platform.

7.2. Each receiving party must: (a) protect Confidential Information using at least reasonable care and no less care than it uses for comparable confidential information of its own; (b) use it only for the legitimate purposes for which access was provided; (c) restrict access to personnel, professional advisers and service providers who need to know it for those purposes and are bound by suitable confidentiality duties; and (d) not disclose it to any other person except as permitted by these Terms or with the disclosing party's authorisation.

7.3. The Operator may process and make Content available within the Platform to the extent necessary to deliver features requested or used by the Participant, to support and secure the service, to carry out onboarding and compliance checks, and to meet legal obligations. Such operational use is not a licence to publish Participants' non-public commercial data on an unrestricted public website or to sell their confidential deal information for independent third-party marketing.

7.4. Confidential Information does not include information that the recipient can demonstrate: (a) became publicly available without breach of a duty; (b) was lawfully known to the recipient without restriction before receipt; (c) was lawfully received from an independent third party without confidentiality obligations; or (d) was independently developed without use of the protected information.

7.5. Disclosure is permitted to the extent required by a binding law, court order or lawful request from a competent authority, or as strictly necessary to exercise or defend legal rights. Where legally permissible and reasonably practicable, the recipient must give the disclosing party prior notice and limit disclosure to the information properly required. Disclosures to hosting, security, technical support or compliance service providers must be limited to legitimate operational needs and subject to appropriate safeguards. A limited, transaction-specific confirmation may also be disclosed by the Operator under Section 11.7, subject to the confidentiality, data-protection and lawful-disclosure safeguards set out in these Terms.

7.6. Each Participant is independently responsible for maintaining confidentiality in its communications and transactions with other Participants and for ensuring that its staff and advisers comply with this Section. The Operator is not a party to, or guarantor of, any separate confidentiality arrangement between Participants.

7.7. The confidentiality duties in this Section survive termination for five (5) years in respect of Confidential Information disclosed while these Terms were in force, and, for information qualifying as a trade secret under applicable law, for so long as it continues to have that status. Nothing in this Section restricts processing or disclosure required by applicable data protection, record-retention or other mandatory law.

8. PARTICIPANT CONTENT AND RESPONSIBILITY FOR INFORMATION

8.1. The Participant retains such rights as it has in Content it supplies. It grants the Operator a non-exclusive, worldwide, royalty-free licence, solely for the duration and purposes reasonably necessary to operate, secure, maintain and troubleshoot the Platform, render requested functions, store and transmit Content as directed, provide support, conduct internal compliance reviews and comply with legal requirements. This permission does not transfer ownership of Content to the Operator.

8.2. The Participant represents that it has the rights and authorisations required to submit and share its Content, and that its Content and use of the Platform will not violate law, third-party rights or applicable confidentiality restrictions. The Participant bears sole responsibility for the completeness, correctness, authenticity, legality and commercial suitability of its information, offers and documents.

8.3. The Operator may remove, restrict or decline to display Content that it reasonably considers unlawful, misleading, unsafe, inconsistent with these Terms, or detrimental to Platform integrity. It has no general duty to audit, verify or continuously monitor the truth or legal sufficiency of all Content, notwithstanding any onboarding or compliance screening.

8.4. Search results, profiles, business descriptions and other Participant-supplied information are not independently guaranteed by the Operator. Each Participant must exercise its own commercial judgement and undertake whatever independent checks, due diligence and professional review it considers necessary.

9. TRADE DOCUMENTS AND AUTOMATED INVOICE GENERATION

9.1. The Platform may provide standardised layouts, data fields, templates, auto-population functions and other technical aids for preparing Trade Documents, including commercial invoices. A consistent invoice format is used for administrative convenience and technical interoperability and does not itself establish any legal role for the Operator in the underlying transaction.

9.2. Each commercial invoice prepared through the Platform is issued directly by the relevant selling Participant to the relevant purchasing Participant. The Operator does not issue an invoice in its own name or on its own behalf in connection with a Participant-to-Participant trade transaction and is not the seller, buyer, invoicing principal, beneficiary or obligor under that transaction.

9.3. Pre-filled information may be drawn from Account data, Participant submissions, transaction-related records or earlier entries. The Participant issuing a document is solely responsible for reviewing and confirming all material fields, including the parties' identities, goods or services, description, quantity, pricing, currency, applicable taxes, delivery terms, payment details, the

executing Payer's exact legal details (including any designated settlement entity) and any legally required disclosures, before releasing or relying on that document.

9.4. The Platform's generation, formatting, storage, display, transmission or export of a Trade Document does not amount to examination, approval, authentication, tax validation, legal certification, signature, acceptance or guarantee by the Operator. A technical record of document generation or transmission does not certify that a transaction is genuine, lawful, completed or enforceable.

9.5. Each Participant is responsible for obtaining any required counterparty acceptance, signatures, consents and supporting documents, and for ensuring that its Trade Documents comply with the law and customary requirements applicable to its transaction and the relevant jurisdictions. Participants should obtain independent legal, tax, customs or accounting advice where needed.

9.6. The Operator is not responsible for mistakes, omissions, incorrect calculations, outdated information or misdirected details in a Trade Document to the extent arising from data supplied, selected, uploaded or confirmed by a Participant or from that Participant's failure to review the resulting document. Any mandatory responsibility of the Operator for a defect in the software itself is addressed under Section 14.

10. INDEPENDENT TRANSACTIONS AND PAYMENT ARRANGEMENTS

10.1. Any enquiry, quotation, negotiation, order, sale, purchase, supply or other commercial relationship arising from use of the Platform is solely between the Participants concerned. The parties to each transaction independently determine and agree its terms, including specifications, prices, delivery, acceptance, title, risk, warranties, taxes, payment, remedies and dispute-resolution arrangements.

10.2. The Operator does not negotiate, enter into, sign, perform, guarantee, supervise or enforce commercial contracts on behalf of Participants. No listing, search result, communication or document generated on the Platform gives the Operator authority to bind a Participant or makes the Operator a party to a transaction.

10.3. Payment and financial settlement of commercial transactions take place outside the Platform, directly under arrangements made by the relevant contracting parties through their own banks or other authorised providers. The Operator does not operate a payment flow, initiate or transmit payment instructions, collect sale proceeds, handle funds, escrow assets or assume responsibility for a Participant's payment obligations.

10.4. The Participants alone bear the commercial and legal risks of their transactions, including counterparty default, fraudulent representations, product quality, quantity, origin, authenticity, logistics, customs clearance, licences, delivery, non-payment, late payment and non-performance. The Operator does not guarantee the creditworthiness, solvency, honesty or performance of any Participant.

10.5. Any disagreement between Participants about a transaction, invoice, performance, payment or other matter must be resolved by those Participants under their own contractual arrangements and applicable law. The Operator is not required to mediate, adjudicate, reimburse, compensate or otherwise settle such disputes.

10.6. Direct Settlement & Designated Payment Entities. Financial settlements for transactions documented through the Platform are executed directly between the verified Payer (or a designated industry-specific settlement entity acting on behalf of the Buyer) and the Beneficiary via licensed banking institutions. The exact legal details of the executing Payer for each specific transaction are recorded directly on the corresponding Commercial Invoice generated through the Platform. The payment arrangements are made solely by the relevant transaction parties; neither the identification of a designated Payer nor the generation of an invoice makes the Operator a payment agent, a settlement intermediary or a party to the transaction.

11. KYB, AML, SANCTIONS AND TRADE COMPLIANCE

11.1. As a mandatory condition of admission, the Operator carries out internal know-your-business (KYB) and anti-money-laundering (AML) onboarding checks and sanctions screening in respect of each Applicant. The Operator may, at its discretion and subject to applicable law, conduct additional or enhanced verification, due diligence, and risk-based ongoing reviews or re-screening. These procedures are for Platform access control and compliance risk management; they do not constitute an audit or certification of a Participant's entire business, a warranty concerning its activities or financial standing, or an assurance that every risk has been identified.

11.2. Each Participant must promptly supply information and documents reasonably requested for compliance purposes and must not provide false, misleading, forged or materially incomplete information. The Operator may conduct further reviews and may decline, suspend or terminate access where information is unavailable, incomplete or gives rise to reasonable compliance or security concerns.

11.3. Participants are independently responsible for complying with all laws applicable to their own conduct, goods, services, jurisdictions and transactions, including trade restrictions, export-control requirements, customs and tax rules, applicable sanctions, anti-bribery, anti-corruption, anti-money-laundering and counter-terrorist-financing rules.

11.4. The Participant must not use the Platform to facilitate a prohibited transaction, conceal the identity of a party, misstate the origin or destination of goods, evade sanctions or regulatory restrictions, launder funds, finance unlawful conduct or submit fictitious invoices or trade documentation.

11.5. Internal screening and admission are for Platform risk-management purposes only and do not replace a Participant's own due diligence or any checks required by its banks, insurers, professional advisers or competent authorities. The Operator makes no representation that admission to the Platform amounts to official accreditation, public authorisation or endorsement.

11.6. Meaning of verification status. Any reference in the Platform or a Trade Document to "Verified Platform Participant", "KYB-Verified" or a similar designation means only that the relevant legal entity has been admitted following the Operator's internal KYB/AML onboarding checks and sanctions screening, as of the relevant verification date. The designation is an internal Platform status only. It does not constitute public accreditation, regulatory approval, licensing, agency authorisation, endorsement or certification by the Operator. In particular, it does not guarantee the Participant's creditworthiness, solvency, honesty, good faith, accuracy of supplied information, ability or willingness to pay or perform, or the validity, legality or completion of any commercial transaction.

11.7. Individual Compliance Verification. Upon formal written request from a licensed banking institution, payment service provider, or regulatory authority involved in processing a specific transaction, the Operator reserves the right to issue an individualized Confirmation of Platform Registration & KYB Verification (KYB Verification Letter) confirming the internal verification status of the relevant Payer for that single transaction, without disclosing general network data. The Operator may verify the requester's involvement and restrict the information provided to what may lawfully be disclosed, subject to applicable confidentiality and personal-data protection requirements. Such confirmation is not a guarantee of the Payer or the transaction and does not constitute a regulatory certification.

12. PERSONAL DATA AND PRIVACY

12.1. The Operator processes personal data associated with applications, Accounts, authorised representatives, beneficial owners, communications and operation of the Platform in accordance with its Privacy Policy and applicable data protection law, including the Personal Data (Privacy) Ordinance (Cap. 486) of Hong Kong where applicable.

12.2. Personal data will be collected and used for specified, legitimate purposes connected with application handling, identity and business verification, access administration, technical service delivery, security, support, records, compliance and legal obligations, and any other purposes properly notified under the Privacy Policy or otherwise lawfully authorised.

12.3. The Operator will take reasonably practicable technical and organisational measures appropriate to the nature of the information and relevant risks to protect personal data and other protected information against unauthorised or accidental access, disclosure, loss, alteration, erasure or misuse. No electronic system can be warranted completely secure.

12.4. Access to personal data may be given, on an appropriate need-to-know basis and subject to relevant safeguards, to the Operator's authorised personnel and service providers, to other Participants to the extent required for user-directed Platform functions, and to competent authorities or other recipients where disclosure is legally required or otherwise lawful as described in the Privacy Policy.

12.5. The Operator may process or store data in locations outside Hong Kong where lawful and subject to appropriate data-protection arrangements. Retention, access and correction rights, contact details and further information about categories of data and recipients are addressed in the Privacy Policy and applicable law.

12.6. Each Participant is responsible for ensuring that any personal data it supplies about employees, representatives, owners, counterparties or other individuals is obtained, used and disclosed lawfully, and that applicable notices or permissions have been provided or obtained. Where the Participant independently determines its own purposes for processing such data, it remains responsible for complying with the laws governing that processing.

13. AVAILABILITY, MAINTENANCE AND NO PROFESSIONAL ADVICE

13.1. The Platform is provided as a hosted software service on an "as available" basis, subject to applicable law. The Operator may carry out maintenance, updates, security measures or changes to its infrastructure, and temporary interruptions may occur.

13.2. The Operator does not warrant that access will be continuous, uninterrupted, error-free or compatible with every device or third-party service, or that any particular transaction, counterparty match, commercial outcome or business opportunity will result from use of the Platform.

13.3. Platform tools and Trade Documents are not legal, regulatory, investment, financial, accounting, customs or tax advice. The Participant must obtain appropriate professional assistance whenever needed to assess its own legal and commercial obligations.

13.4. Participants should retain independent copies of documents and records required for their business, tax, audit and regulatory purposes. The Platform is not a substitute for a Participant's own recordkeeping or business continuity systems.

14. DISCLAIMERS AND LIMITATION OF LIABILITY

14.1. To the fullest extent permitted by applicable law, the Operator makes no representation or warranty, express or implied, as to the accuracy, legitimacy, quality, quantity, safety, condition, origin, ownership or availability of any goods or services; the accuracy or completeness of Participant-supplied information; or a Participant's authority, solvency, willingness or ability to perform any transaction.

14.2. Subject to the limitations that may lawfully apply, the Operator is not liable for loss or damage arising from: (a) inaccurate or misleading information supplied by Participants, whether or not those Participants underwent internal KYB, AML or sanctions checks; (b) defective, non-conforming, missing or delayed goods or services; (c) failure or delay in payment, supply, delivery, acceptance or other performance under a transaction between Participants; (d) a Participant's failure to review or correct information auto-populated into a Trade Document; (e) disputes, fraud, misrepresentation or unlawful acts of Participants or third parties; or (f) actions or omissions of banks, carriers, customs agents or other third-party service providers not controlled by the Operator.

14.3. To the fullest extent permitted by applicable law, the Operator will not be liable for indirect, incidental, special, exemplary, punitive or consequential loss, or for loss of profits, anticipated savings, revenue, business, goodwill, business opportunities or commercial contracts arising out of or relating to the Platform or these Terms, even if informed of the possibility of such loss. This does not exclude liability where such exclusion is prohibited by law.

14.4. To the fullest extent permitted by applicable law, the Operator's total aggregate monetary liability arising out of or in connection with the Platform or these Terms, whether in contract, tort (including negligence), misrepresentation or otherwise, will not exceed HKD 1,000 in total across all claims brought by the Participant under or in connection with these Terms. The parties acknowledge that the Platform is presently provided without a licence fee and that this allocation of risk forms part of the basis on which the service is made available.

14.5. Nothing in these Terms excludes or restricts liability for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability to the extent that applicable law prohibits its exclusion or restriction. Every exclusion and limitation in this Section is subject to the Control of Exemption Clauses Ordinance (Cap. 71) and other mandatory requirements of Hong Kong law where applicable, including any applicable reasonableness standard.

14.6. The Participant acknowledges that it makes its own independent decisions about potential counterparties, transactions and documents, and that the Operator does not assume a duty to protect it from ordinary commercial risks associated with independent trade.

15. INDEMNIFICATION

15.1. To the extent permitted by applicable law, the Participant must indemnify and hold harmless the Operator and its officers, employees and service providers against third-party claims, liabilities, losses, damages, penalties and reasonable legal expenses arising directly from: (a) the Participant's Content or material misrepresentation; (b) its breach of these Terms or applicable law; (c) an independent commercial transaction or dispute involving the Participant; or (d) its unauthorised use or disclosure of another person's confidential information or personal data.

15.2. The indemnity does not apply to the extent a loss is caused by the Operator's own fraud or wilful misconduct, or to the extent indemnification is otherwise prohibited by applicable law. The Operator will give reasonable notice of a claim where practicable and allow the Participant a reasonable opportunity to participate in the defence, subject to preservation of the Operator's legitimate legal interests.

16. SUSPENSION, TERMINATION AND CONSEQUENCES

16.1. The Operator may, at its discretion and subject to applicable law, restrict functionality, suspend or terminate access to the Platform or an Account at any time, including where it considers this appropriate because of a legal or compliance issue, security risk, suspected misuse, misleading information, breach of these Terms, operational necessity or risk to other Participants. It may act without advance notice where notice would be impracticable or would compromise security, legal compliance or an investigation.

16.2. The Participant may request closure of its Account using the contact details or account procedure provided by the Operator. Closure does not extinguish accrued rights or outstanding obligations under these Terms or under any separate transaction between Participants.

16.3. Upon termination, the Participant's right to access and use the Platform ends. On suspension, that right is restricted for the duration and scope of suspension. The Operator may retain or delete

Account information and Content in accordance with its Privacy Policy, legitimate compliance and recordkeeping needs, and applicable law.

16.4. The Participant must arrange to retain its necessary Trade Documents and records independently and should not rely on continued Platform access after closure or suspension. Where lawful and practicable, the Operator may make an export mechanism available, but no particular period of continued access is guaranteed.

16.5. Provisions intended by their nature to survive, including Sections 5.2, 6.3, 7, 8.2, 9.3-9.6, 10, 11, 12, 13.3-13.4, 14, 15, 16.2-16.5, 18 and 19, remain effective following termination to the extent relevant.

17. CHANGES TO THE PLATFORM AND THESE TERMS

17.1. The Operator may update these Terms to reflect changes to the service, law, regulatory expectations, security requirements or business operations. The current English-language version will be made available on the Website and/or within the Account, with an identifiable version or effective date.

17.2. Material changes affecting Participants' contractual rights or obligations will be brought to their attention by reasonable electronic notice and may require fresh affirmative acceptance by electronic means before continued use. If a Participant declines a required updated version, the Operator may discontinue its access without imposing a fee.

17.3. Non-material administrative or clarifying changes may take effect after publication and reasonable notification, as permitted by applicable law. No amendment will retrospectively alter an accrued claim unless the parties expressly agree or applicable law permits.

17.4. The Platform, its public pages, registration form and Account interface may be made available in multiple languages. Any translation of these Terms is provided for convenience. In the event of an inconsistency, the English-language version governs to the extent permitted by applicable law.

18. GOVERNING LAW AND DISPUTE RESOLUTION

18.1. These Terms and any non-contractual obligation arising out of or in connection with them are governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China, without regard to conflict-of-law rules that would require the application of another law.

18.2. The competent courts of Hong Kong shall have exclusive jurisdiction to resolve any dispute or claim arising out of or in connection with these Terms, their subject matter, formation, validity, performance or termination, including non-contractual disputes or claims.

18.3. Section 18 applies only to the contractual relationship between the Operator and the Participant under these Terms. It does not determine the governing law or dispute forum for any separate commercial contract between Participants; those matters are for the transacting parties to agree independently.

19. GENERAL PROVISIONS

19.1. Independent parties. Nothing in these Terms establishes an employment, agency, partnership, joint venture, fiduciary or payment-services relationship between the Operator and any Participant, nor authorises either party to bind the other.

19.2. Assignment. A Participant may not assign or transfer these Terms or its Account without the Operator's prior written consent. The Operator may assign its rights and obligations in connection with a corporate reorganisation, merger or transfer of the Platform business, provided that applicable law and any mandatory data-protection obligations are observed.

19.3. Force majeure. The Operator is not responsible for a failure or delay caused by an event beyond its reasonable control, including infrastructure failures, telecommunications interruptions, cyberattacks not resulting from its failure to take legally required precautions, acts of government, natural disasters or labour disruptions, to the extent permitted by law.

19.4. Severability. If any provision is found invalid or unenforceable, it will be limited to the minimum extent necessary and the remainder will continue in effect, provided the essential purpose of these Terms can still be given effect.

19.5. No waiver. A failure or delay to exercise a right does not waive that right or any other right. Any waiver must be express and limited to the circumstances for which it is given.

19.6. Entire agreement. These Terms constitute the entire agreement regarding the Participant's access to and use of the Platform, except for any separately executed written agreement expressly stated to supplement or replace them. They do not replace any independent sale, purchase, supply or other commercial contract between Participants. The Privacy Policy describes the Operator's personal-data practices and applies alongside these Terms as required by law.

19.7. Notices. The Operator may give operational or contractual notices through the Account, to the business contact email provided by the Participant, or by another reasonable electronic means. The Participant must keep its contact details current and may send notices to the contact address designated by the Operator on the Website or under Section 20. Notices required by mandatory law will be delivered in the prescribed manner.

19.8. Third-party rights. Except where mandatory law requires otherwise, these Terms are intended solely for the Operator and the Participant, and no other person has a right to enforce any provision under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) of Hong Kong.

20. OPERATOR DETAILS AND CONTACT

20.1. Operator: MASSA CONSULTING LIMITED.

20.2. Hong Kong company registration number: 78172075.

20.3. Registered office: 14/F., China Hong Kong Tower, 8 Hennessy Road, Wanchai, Hong Kong.