

## Terms of Use

*Last Update: 27-Oct-2020*

GoBuddy is the brand name of Budd Technology Limited, a company incorporated in Hong Kong SAR, China. GoBuddy is a Software-as-a-Service (SaaS) offering an intelligence collaboration software integrated with e-shop, e-ticketing, e-booking, webinars, bundling and cross-selling tools.

Please read these terms and conditions carefully before using the services offered by GoBuddy as they contain information regarding your legal rights, remedies as well as your obligations in using the services offered. By visiting the Websites of GoBuddy, you agree that you have read, understood and agree to be bound by these Terms of Use.

## Changes to the Terms of Use

We reserve the right to change or modify our Terms of Use at any time without prior notice. When we make material changes to the Terms of Use, we will provide you with notice as appropriate under the circumstances, for Example by posting on the Websites or notifying you via email.

You should periodically visit our Websites for updates on any amendments or changes to our Terms of Use. The continued use of the Websites and Services after any such changes constitutes your acceptance of the revised Terms of Use. If you do not agree to abide by these or any future Terms of Use, do not use or access (or continue to use or access) the Websites or subscribe to our Services.

## Function and Purpose of the Websites and Services

The Websites are used to:

- Provide the information regarding subscription services of GoBuddy
- Provide Services offered by GoBuddy
- Provide essential information for exploration and participation in different activities and events offered by the GoBuddy community members

GoBuddy is not itself an event and activities organizer, hence do not provide any services (i.e. events and activities) created by the hosts to users directly or indirectly and our responsibilities are limited solely to the provision of the Services.

## Access and Use of the Services

- Account Registration

You may generally access our Websites and certain features of our Services including viewing postings by the Hosts as an unregistered visitor. However, in order to have access and use all the features of the Websites and to have full access to the Services, you must create and register an account with GoBuddy. If you are accessing the Services through a third party, GoBuddy may require that your user information be the same as your user information provided to such third party. You agree to provide and maintain true, accurate, current and complete information during the registration process and in maintaining your account with GoBuddy. Failure to do so shall constitute a breach of this Terms of Use, which may result in the termination of your account.

GoBuddy reserves the right to refuse registration or terminate your Account if any information provided during the registration or thereafter is inaccurate, false, or incomplete. Information and personal data provided to GoBuddy will be governed by our Privacy Policy.

- Member Account, Password and Security

You are responsible for maintaining and safeguarding password and your Account and are fully responsible for any actions and activities under your Account. You need to immediately notify GoBuddy of any unauthorized use and access of your Account. GoBuddy will not be liable for any liability, loss or damage arising from any actions or activities under your Account.

- Modifications to the Services

GoBuddy reserves the right to modify or discontinue, temporarily or permanently, the Services (or any part thereof) without prior notice. You agree that GoBuddy shall not be liable to you or to any third party(s) for any modification, suspension or discontinuance of the Services.

## Conditions of Use

- User Conduct

You acknowledge that you are solely responsible for compliance with all relevant laws, rules and regulations arising from your use of the Websites and our Services.

You further acknowledge that you are solely responsible for Content that you upload, post, publish or display or otherwise transmit or use via the Services. GoBuddy does not endorse any Content submitted to the Websites or any opinion, recommendation, or advice provided by any users and we expressly disclaim any and all liability in connection with all Content submitted.

In using the Websites and the Services provided by GoBuddy, you agree not to:

1. Post, upload, publish, or otherwise transmit any content
  - that is unlawful, harmful, abuses or threaten others, harasses others, violent, defamatory, vulgar, obscene or indecent contents that promotes discrimination, bigotry, racism, hatred or invasion of privacy;
  - which you do not have a right to transmit under any law or under contractual or fiduciary relationships;
  - which would violate any laws, rules and regulations,
  - which infringes any intellectual property or other proprietary rights of any third party;
  - which constitutes or contains or could be considered as "junk mail", "spam", "chain letters", "pyramid schemes", "affiliate marketing", or unsolicited commercial advertisement;
  - which contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
  - which restricts or inhibits any other person from properly using or enjoying the Websites or the Services provided;
3. provide false, inaccurate, incomplete and outdated information and personal data;
4. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

5. unlawfully obtain email addresses or other contact information of the users, Hosts or any other users of the Services or the Websites by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
6. use or exploit the Websites or Services for any commercial purposes or for purposes other than what was intended by GoBuddy or in any manner that would mislead others into thinking that there is an association, authorization, relationship or endorsement by GoBuddy;
7. interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
8. engage in or use any data mining, robots, scraping or similar data gathering or extraction methods;
9. violate any applicable local, state, national or international law, or any regulations having the force of law;
10. further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
11. obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Websites and in the course of providing the Services.

GoBuddy reserves the right to investigate and take appropriate legal action against anyone who violates this provision, including without limitation, removing any content from the Websites, suspending or terminating the Account of such violators and reporting such violators to the relevant law enforcement and authorities

### **User Fee Terms (Plans Subscription)**

There are two types of subscription plans - free and paid plans. Details and limitations of both types of plans are regularly updated on the website. Details shall be referred to the latest update in the Website.

All the plans have allowed the users to:

- Business web-page with subdomain powered by GoBuddy, able to showcase products, events and activities listings accepts purchases and bookings, and SEO settings
- Management portal to manager orders, tickets, payment, shipments, etc
- Bundling portal to create live shopping and bundling across products, events, activities and webinars
- Business matching portal to create cross-selling with other merchants

All subscriptions are done online. For free accounts, you can upgrade to other plans through the portal. For users who registered and activated an account with GoBuddy, it indicates that you understand the terms and you are already a registered user in GoBuddy

Fees for purchased content, membership plans, subscriptions and other services will be stated at the time of your purchase or sign-up, as applicable, and provided in our help pages. The fees for membership plans may change at any time. Fees may be subject to tax, collected by us or a third party through which you transact, and are non-refundable except in the specific circumstances described in these Terms. We only accept credit cards for payment of your membership fees. Please do not sign up for the program with a debit card. Also known as a "check" or "ATM" card, a debit card typically has the word "debit" printed on the face of the card.

**If your membership plan or subscription involves a recurring payment of a fee, unless you notify us before a charge that you want to cancel or do not want to automatically renew your membership or subscription, you understand it will automatically continue and you authorize us, or a third party through which you transact (without notice to you, unless required by applicable law) to collect the then-applicable fees and any taxes, using any credit card we have on record for you.**

If all credit cards we have on file for you are declined for payment of your membership or subscription fees, we may cancel your membership or subscription, as applicable, unless you provide us with a new credit card. If you provide us with a new credit card and are successfully charged before your membership or subscription is cancelled, your new membership or subscription period will be based on the original renewal date and not the date of the successful charge.

### **Using GoBuddy Marketplace**

All registered users can also access the GoBuddy Marketplaces. This is a shared online marketplace for all GoBuddy users and communities to share your listings of products, events and services, and community groups.

When you access, book or purchase the activities and events (or Services) in GoBuddy, you are purchasing directly from the merchants, not GoBuddy. You agree to be bound by the terms, arrangement, and agreement as imposed or determined by the merchants. The merchants are solely responsible for the Contents and Local Services posted on the Services as well as the services obtained, accessed, or purchased by the users. GoBuddy is not a party to any arrangement or agreement between the merchants and the users.

### **Using GoBuddy App**

The GoBuddy App is the place for joining community groups to engage among each other, connected with a GoBuddy marketplace.

All sales and bookings done in the app will be counted as transactions done through GoBuddy Marketplace.

For users who join a community as invited by your community managers, all your personal data during the engagement period will be shared with the community managers. You may receive updates and notifications by your community managers, through the system powered by GoBuddy. GoBuddy will not be using it for direct any marketing purposes from GoBuddy, unless you have also subscribed our free personal plan account, which we will consider you as our registered user and members

### **Using GoBuddy Business Matching Portal**

GoBuddy Business Matching Portal enables merchants to find and connect with each other to initiate cross-sell together. Merchants can discuss the commission rate together. All payments done online will be adopting the acquire mode (refer to online payment usage), including the settlement period.

In addition, all shipment gateways will be responsible by GoBuddy, and GoBuddy will back-charge the merchants (refer to logistic gateways)

Guidances and information please refer to:  
<https://intercom.help/gobuddyasia/en/articles/4489990-business-matching-for-event-organizer>

### Online Payment Usage - General

GoBuddy has also engaged third party service providers for the usage of payment gateways, which are not owned and developed solely by GoBuddy.

Every account is defaulted with cash payment (offline payment). All transactions for the cash payment method are done directly between the merchant and the end users (or customers), GoBuddy doesn't have any legal obligations on the payment settlement issue including refunds.

For online payments, GoBuddy offers two main types - acquire mode and direct mode, depending on the types of subscribed plans.

### Online Payment Usage - Acquire Mode

Acquire mode is available for all builder plan users. Acquire mode hereby means that all payments will go into GoBuddy's bank directly, GoBuddy is the intermediaries collecting money on behalf of the merchants. The available payment methods are based on payment methods activated by GoBuddy. Merchants do not need to open any account with the payment gateways.

Settlement of T+28 is adopted, and will be debited into the merchant's accounts based on the information updated in the portal.

For the usage of payment gateways through acquire mode, the transactional fees and admin fees shall be imposed. An example table is as follows and note that the transaction fee listed here is just for reference only, and the actual fee imposed shall be based on the fee charged by these payment gateway service providers. GoBuddy reserves the right to change (including delete or add) any new payment gateways progressively.

Payment Gateway	Products, Events & Activities	
	Transaction Fee	Admin Fee
PayMe	1.5%	2%
Credit Cards (powered by Stripe)	3.4% + HKD 2.35	2%
Cash Payment	-	-

If merchants' bank has imposed additional fee, that will be back charged to the merchants.

### Online Payment Usage - Direct Mode

Direct mode is available for all business plan users. Direct mode hereby means that all payments will go into the merchants account directly, through the connected payment gateways. GoBuddy is not



participating in any intermediary role for this mode. Merchants need to deal directly with the payment gateway service providers to open an account.

GoBuddy does not charge any administrative fee for this mode. All fees collected are directly between the merchants and the payment gateway service providers. There will be no settlement responsibility by GoBuddy.

GoBuddy's role for direct mode is solely as a technical support. Users may request for additional connection to other payment gateways by contacting GoBuddy.

### **Online Payment - GoBuddy Marketplace (Acquire Mode)**

For all payments / transactions done through the GoBuddy marketplace, a flat fee of 15% will be charged (includes the payment gateway transaction fees).

### **Shipment/Logistic Gateways**

GoBuddy has also engaged third party service providers for the usage of shipment / logistic gateways, which are not owned and developed solely by GoBuddy. This service is available for all paid customers. GoBuddy will back-charge the users for all shipments used.

For the free account, users will need to update your own shipment / logistic arrangements.

### **Membership and Subscription Cancellation**

You may cancel your membership plan and any subscriptions by visiting your account details page provided on GoBuddy.asia (your "Profile") and adjusting your membership settings and subscription preferences, or by contacting our Customer Service team. If you cancel your membership or subscription, you will not receive a refund of any fees already paid. Your member benefits terminate when your membership is cancelled, but cancellation does not terminate your license and access to purchased content.

### **Service Restrictions**

We reserve the right to accept or refuse membership or to restrict use of the Service in our discretion. You may not transfer or assign your membership or any Service benefits. We may take actions we deem reasonably necessary to prevent fraud and abuse, including placing restrictions on the amount of content or other services that can be accessed from the Service at any one time.

### **Cancellation and Refunds**

All refund and cancellation policy shall be based on the information set by the Hosts. GoBuddy shall only have a general guideline for cancellation and refunds, but do not hold any responsibility to mediate between the Hosts and the users.

### **Special Notice for International Use**

Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Services, including as it concerns online conduct and acceptable content.

### **Intellectual Property Rights**

You acknowledge and agree that the Services and Websites of GoBuddy are protected under prevailing intellectual property laws including copyright, trademark, and trade secrets which are the exclusive property of GoBuddy. Except as expressly authorized by GoBuddy, you agree not to remove, alter, modify, copy, reproduce, distribute or deal otherwise by way of trade in any part of the Services or Websites and the underlying intellectual property rights belonging to GoBuddy.

Nothing in this Terms of Use or the provision of the Services is to be construed as granting, expressly or by implication, any license or right to use, exploit or deal otherwise in anyway by way of trade any of

### **GoBuddy TradeMarks**

The aforementioned does not apply to Contents legally uploaded by the users to the Websites. You will retain all ownership rights in the Contents uploaded. You hereby agree to grant, and warrant that you have the right to grant to GoBuddy a perpetual, worldwide, non-exclusive, royalty-free licence with a right to sub-license, and transferable license to use, view, reproduce, distribute, or otherwise deal by way of trade of the Contents uploaded by you, on, through or in connection with GoBuddy's Services and Websites.

### **Third Party Websites**

We may provide links or access to other sites and resources on the internet. GoBuddy has no control over such sites and resources and GoBuddy shall not be responsible or liable for the contents, features, or behaviours of such sites and resources. You further acknowledge and agree that GoBuddy shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, events, goods or services available on or through any such third party sites or resources. Any dealings with third parties (including the Hosts) through such links or access are solely between you and the relevant third parties, and GoBuddy shall not liable for any loss or claim that you may have against any such third parties.

### **Liabilities**

By accessing the Websites and Services, users agree that the Contents, Local Services and services provided by the Hosts are not within the control of GoBuddy.

The Service are provided on an "as is" and "as available" basis. GoBuddy expressly disclaims all warranties or conditions of satisfactory quality, merchantability, fitness for a particular purpose, or non-infringement. Further, GoBuddy makes no warranty that (i) the Services will meet users' requirements, (ii) the Services will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Services will be accurate or reliable, or (iv) the quality of any products, services, information, or other material purchased or obtained by users through the Services will meet expectations.

GoBuddy is thus not responsible for and disclaims any and all liability related to any and all Local Services posted as well as the ensuing services provided by the Hosts. Any access to the Contents and Local Services of the Hosts will be made or accepted at the Customer's own risk.

### **Limitation of Liability**



To the fullest extent as permitted by law, in no event will GoBuddy, including its shareholders, directors, affiliates, employees or agents be liable with respect to the websites or the services or the subject matter of this terms of use under any contract, negligence, tort, strict liability or other legal or equitable theory (I) for any amount in the aggregate not more than the fees paid by you for the services during the 12-month period preceding the applicable claim; (II) for any indirect, incidental, punitive, or consequential damages of any kind whatsoever; (III) for any cases arising from any loss of use or inability to use the services; or (IV) for any matter beyond GoBuddy's reasonable control.

### **Termination**

This Terms of Use shall remain effective and in full force for so long as you remain a User or until terminated by GoBuddy. You may terminate your use of the Services at any time (except for the Services under paid plan, which may be bound by the additional terms and conditions based on the plan subscription).

Any suspected fraudulent, abusive or illegal activities that may be grounds for termination of your use of the Service, may be referred to appropriate law enforcement authorities. GoBuddy may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Use may be effected without prior notice, and acknowledge and agree that GoBuddy may immediately deactivate or delete your Account and all related information and files in your Account and/or bar any further access to such files or the Services. Further, you agree that GoBuddy shall not be liable to you or any third-party for any termination of your access to the Services or your Account.

All provisions of this Terms of Use which, by their nature, should survive termination, shall survive termination, including, without limitation, any warranty disclaimers, and limitation of liability.

### **User Disputes**

You agree that you are solely responsible for your interactions with any other users, users or Hosts in connection with the Services and GoBuddy will have no liability or responsibility with respect thereto.

GoBuddy reserves the right, but has no obligation, to become involved in any way with disputes between you and any other users of the Service.

### **Indemnification**

To the fullest extent permitted by law, you agree to indemnify and hold GoBuddy harmless from and against all damages, losses, and expenses of any kind arising as a result of, but not limited to: (I) your breach of this Terms of Use; (II) any activity in which you engage on the Websites or through the Services; and (III) your violation of any law or the rights of a third party.

### **Your Privacy**

At GoBuddy, we respect the privacy of our users. For details please see our Privacy Policy. By using the Websites and/or the Services, you consent to our collection and use of your personal data as outlined therein.

### **Miscellaneous**



The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further rights hereunder. GoBuddy shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond GoBuddy's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). If any provision of this Terms of Uses is found to be unenforceable or invalid, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining terms of this Terms of Use which shall remain in full force and effect and enforceable.

### **Assignment of the Terms of Use**

This Terms of Uses is not assignable, transferable or sublicensable by you except with GoBuddy's prior written consent. GoBuddy may transfer, assign or delegate this Terms of Uses and its rights and obligations without your consent.

### **Entire Agreement**

Both parties agree that this Terms of Uses is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understanding relating to the subject matter of this Terms of Uses, and that all modifications must be in writing signed by both parties, except as otherwise provided herein.

### **Relationship**

No agency, partnership, joint venture, or employment is created as a result of this Terms of Uses and you do not have any authority of any kind to bind GoBuddy in any respect whatsoever.

### **Headings**

Headings for each section have been included above for your convenience, but such headings do not have any legal meaning, and may not accurately reflect the content of the provisions they precede.

### **Questions, Concerns or Suggestions**

Please contact us at [support@gobuddy.asia](mailto:support@gobuddy.asia) to report any violations of these Terms of Use or to pose any questions regarding this Terms of Use or the Service.

Contact Address: Room 22, 5/F, Core F, Cyberport 3, 100 Cyberport Road, Telegraph Bay, Hong Kong SAR, China.