iKnowNow Terms of Use

Article 1 Purpose of the Terms
1. MOL Information Technology Asia Limited (hereinafter referred to as "MITAS") stipulates the Terms of Use (hereinafter referred to as "the Terms") of "iKnowNow Learning Management System" (hereinafter referred to as "Services"), and in accordance with the Terms MITAS provides Software as a Service (SaaS), which delivers functions for designated Instructor(s) of an organization to manage and publish course contents and/or tests to Learners and eligible Learners to enroll and take training courses and/or quizzes/tests.
2. Subscribers for the Services (hereinafter referred to as "the Subscriber") shall ensure compliance with these Terms stipulated in the Terms.

Article 2 Scope of the Terms
1. These Terms apply to any relationship between MITAS and the Subscriber regarding the Services.
2. The terms and conditions of the use of the Services, which MITAS will notify the Subscriber as necessary for the smooth operation of the Services, are set forth and form a part of the Terms.

Article 3 Changes to the Terms
1. MITAS may change these Terms as necessary.
2. If any amendment is made to the Terms, the contents of the Terms after such amendment and the effective date thereof shall be notified to the Subscriber in accordance with **Article 17 Notice to the Subscriber**.
3. If the Subscriber uses the Services or pays the subscription fee, without making any special notice after the change to the Terms takes effect or if MITAS determines that it has consented to the change without any particular objection, it shall be deemed that it has consented to the change and subscription fee and other terms and conditions are subject to the revised terms and conditions unless stipulated separately.

Article 4 Types of Services
1. The functional scope of Services shall be as described in **Attachment 1**.
2. The Subscribers may choose to use all or part of the Services.

Article 5 Term of the Services
1. The minimum period of use of the Service shall be twelve (12) months from the date of commencement of use, it shall be the Effective Date as indicated in the notice to be sent from MITAS upon receipt of the Subscription Order from the Subscriber.
2. The annual subscription fee shall not be refundable whatsoever the reason.
3. The agreement is automatically extended by twelve (12) months if the Subscriber does not give notice of termination. The invoice for the extension will be sent automatically on expiry date in accordance with **Paragraph 2 of Article 6 Setup cost, Subscription fees, other costs and payments**.
4. Apart from changes of Subscription Fee, the Terms may be changed in writing if both parties agree. If an existing Subscriber want to make change to the order, for instance, due to increase of companies and/or users, the difference of monthly fee (annual fee divided by twelve) for the remaining months (round down to a whole number, say, 2.5 months remain will be counted as 2 months) shall be additionally charged by issuance of an incremental invoice(s) at the time when the change is confirmed. Nevertheless, there will be no refund due to decrease number of companies and/or users.

Article 6 Setup cost, Subscription fees, other costs and payments
1. The initial Setup Cost, Subscription fees and other costs that the Subscriber pays to MITAS are specified in **Attachment 2**.
2. MITAS reserves the right to renew the Subscription fee at time of service renewal. When making such changes, MITAS shall notify the Subscriber at least two (2) months before service expiry of the

subscription fees after such changes and the effective date in accordance with **Article 17 Notice to the Subscriber**.

3. MITAS shall notify the Subscriber of the Subscription fees of new services provided by MITAS to the Subscriber from time to time in accordance with **Article 17 Notice to the Subscriber**.
4. The subscriber shall pay the fee within thirty(30) days from invoice date. MITAS may suspend or terminate the Services should Subscriber fails to pay upon invoice due date.
5. Invoices are in US$ and subject to any applicable taxes, such as VAT, withholding tax. All taxes will be borne by the Subscriber.

Article 7 Application for and Decline of Subscription

1. Any entity who wishes to subscribe the Services shall, after agreeing to the contents of the Terms, fill in the Subscription Order form and apply to MITAS by sending email to **MOLIT-BusinessConsultancy@molgroup.com**.
2. After MITAS reviews and approves the Subscription Order, it becomes the Subscription Agreement for the Services containing the provisions of the Terms between the Subscriber and MITAS. Unless otherwise agreed between the Subscriber and MITAS, Effective Date as stated in the notice sent from MITAS to the Subscriber shall be the commencement date of the Services.
3. Upon the conclusion of the Subscription Order/Agreement, MITAS will notify the details of usage to the Subscriber immediately.
4. At the time of application, the Subscriber shall nominate a Company Administrator and notify MITAS thereof, and the same shall apply when changing the Company Administrator. The Subscriber shall have the Company Administrator(s) perform all management related to the Service Users, and the Subscriber shall be responsible for the acts of the Company Administrator(s).
5. MITAS reserves the right to refuse an application if it determines it is inappropriate. If MITAS does not approve the Subscription Order, MITAS will notify the Subscriber.

Article 8 User registration/Deletion

1. The Subscriber is entitled to register users including Administrators and Instructors up to the maximum number of users specified at the time of application.
2. The Company Administrator(s) of the Subscriber shall provide certain personally identifiable information, including but not limited to, user name, email address who would use the Services by use of the "Manage Users" function with User's prior consent, failing which MITAS shall be exempted from claims associated with failure to provide full functionality.
3. The user shall use the registered email address to sign up the Services. To sign up the service, user shall go through following user authentication:
   (1) molgorup.com users or O365 users in different tenants
       By use of their O365 email address for Single Sign On (SSO).
   (2) Non-O365 users
       a. For ordinary user, password authentication is required. User shall update the password every ninety (90) days.
       b. For user designated as Company Administrator(s) or Instructor(s), Multi-Factor-Authentication (MFA) is applied.
4. To sign up the service for the first time, each user shall read, understand, and accept the application privacy policy.
5. Any changes to user details, addition or deletion of users afterwards shall be managed by the Company Administrator by use of the User Interface as provided by the system.
6. Upon termination of the Services, the data, including but not limited to user information and organization information for registration, status of training course taken, test result and respective scores of the Subscriber and its employees collected for provision of the Services will be discarded from the Server of the system under appropriate management during regular maintenance.

Article 9 Services Availability

1. Available hours for the Service is every day from 0 o'clock to 24 o'clock. However, this shall exclude the cases stipulated in **Paragraph 1 of Article 10 Suspension of Operation by MITAS**.

Article 10 Suspension of Operation by MITAS

1. MITAS may suspend or stop all or any part of the operation of the Services in the following circumstances:
   (1) In the event of unavoidable circumstances due to maintenance or other reasons of MITAS' facilities for the Services.
   (2) When necessary to protect the facilities used to provide the Services from unauthorized access.
   (3) When a natural disaster, incident or other emergency occurs or is likely to occur.
   (4) Failure of telecommunications facilities installed by MITAS or other unavoidable circumstances.
   (5) In the event that MITAS determines that it is desirable to discontinue all or part of the operation of the Services.
   (6) When it becomes difficult to provide this service due to a request based on laws and regulations, etc.
   (7) Urgent maintenance of MITAS' system.
2. MITAS shall not be liable for any damages suffered by the Subscriber, or any third party arising out of the cessation of operation of the Services under the preceding paragraph.
3. When MITAS suspends the operation of the Services pursuant to the provisions of Paragraph 1 above, it shall notify the Subscriber in advance at least seven(7) business days prior to the suspension of the operation. However, this does not apply in case of emergency.

Article 11 Suspension of the Services by MITAS

1. If MITAS determines that the Subscriber falls under any of the following, MITAS may suspend to provide the Services in whole or in part, by notifying the Subscriber in advance, unless there is an emergency. In case it is not improved within a reasonable period of time after the notification, MITAS reserves the right to terminate all or part of the Subscription Agreement.
   (1) Failure to pay, or payment of, the fees or other debts prescribed in **Article 6 Setup cost, Subscription fees, other costs and payments** even after the due date, or when incapability is reasonably expected.
   (2) If the Subscriber made a false statement to MITAS in accordance with **Article 7 Application for and Decline of Subscription**.
   (3) Acts contrary to the Terms that interfere with the performance of MITAS' businesses in connection with the Services or with MITAS' telecommunications facilities.
   (4) If the Subscriber or its related party is deemed as antisocial forces.
   (5) If the Subscriber, by itself or using an antisocial force, has used deceit, violent act or threatening language against MITAS.
   (6) If the Subscriber interferes with the operation of the Services or damage MITAS' reputation.
   (7) In case of violation of the Terms.
   (8) In other cases, when MITAS determines that it is inappropriate for a subscriber.

Article 12 Termination of Agreement by Subscribers

1. The Subscriber shall notice MITAS at least two (2) months prior to service expiry for termination of the service in writing by sending email to **MOLIT-BusinessConsultancy@molgroup.com**.
2. The Subscription fee paid to MITAS is not refundable whatsoever the reason.
3. Upon termination of the Services, the data collected for provision of the Services from the Subscriber and its employees will be removed from the Server of the application during regular maintenance.

Article 13 Termination of the Services by MITAS

1. MITAS reserves the right to terminate all or part of the Agreement after giving six(6) months' notice prior to its expiry in accordance with **Article 17 Notice to the Subscriber** to the Subscriber.
2. MITAS shall not be liable for damages suffered by the Subscriber or a third party in connection with the partial or complete discontinuation of the Service.

Article 14 Preparation and isolation of equipment
1. The Subscriber shall maintain and manage servers, computer terminals, software, communication devices, communication lines and other facilities other than the facilities for the Services that are necessary for using the Services at its own responsibility and at its own cost.
2. The charges for the use of the communication lines necessary for the Subscriber to use the Services are not included in the Subscription fee and shall be borne directly by the Subscriber.
3. If the Subscriber becomes unable to use the Services, the Subscriber shall, without delay, investigate any failure in the servers, computer terminals, software, communication devices, communication lines or other facilities held by the Subscriber in order to use the Services, and notify MITAS of the results of the investigation and any matters required by MITAS.
4. Upon the request of the Subscriber for the investigation set forth in the preceding paragraph, MITAS shall conduct the test and notify the Subscriber of the result.
5. If, at the request of the Subscriber, MITAS dispatches a MITAS representative to the Subscriber for investigation, the Subscriber shall pay to MITAS the expenses required for such dispatch and investigation.

Article 15 Liability and Obligation of Subscribers for Use of the Services
1. The Subscriber is solely responsible for any information it transmits through the Services and shall not cause any inconvenience or damage to MITAS.
2. If the Subscriber cause damage to another subscriber or a third party in connection with its use of the Services, or if any dispute arises with another Subscriber or a third party, such Subscriber shall settle it at its own expense and responsibility, and shall not cause any inconvenience or damage to MITAS.
3. If the Subscriber causes damage to MITAS by violating these Terms or by misconduct, MITAS may claim damages against the Subscriber.
4. In cases falling under any of the following items, MITAS may request the Subscriber to provide information, materials, etc. related to the status of use of the Services.
    (1) When necessary to investigate and confirm the compliance of the Subscriber with the Terms.
    (2) When necessary for the failure prevention or recovery of the Services.
    (3) Necessary to improve the technical or economic functions of the Services.
    (4) If MITAS deems it necessary.
5. MITAS may conduct questionnaire surveys, etc. regarding the Services to the Subscribers. The Subscriber shall comply with this.

Article 16 Prohibited Acts
1. The Subscriber shall not engage in any of the following acts when using the Services.
    (1) Any act of using someone else's login password illegally.
    (2) Any act of the subscriber causing an excessive load on the facilities and lines for the Services of MITAS and hindering the use of the services by other subscribers.
    (3) Other acts that may interfere with the operation of the Service.
    (4) Any acts that cause inconvenience or disadvantage to other telecommunications facility managers or other subscribers.
    (5) Any other act deemed inappropriate by MITAS.

Article 17 Notice to the Subscriber
1. MITAS may, at its option, notify you in one of the following ways:
    (1) To send e-mail to the e-mail address to whom the Subscriber has notified MITAS at the time of or after the subscription. In this case, it shall be deemed to have been notified by MITAS at the time the e-mail is sent out to the e-mail address.
    (2) There is a plan to enhance "iKnowNow Learning Management System" in later phase so that any notice from MITAS about the Services of MOL Connect could be published. Once it is available, it is deemed that the notice to the Subscriber is made when it is published.

(3) Other methods that MITAS deems appropriate. In this case, the notice to the subscriber shall be deemed as completed as of the time designated by MITAS in said notice.
2. Where written notice procedures are required by this Agreement or any applicable law, MITAS' notice to the Subscriber may be replaced by the procedure described in (1) or (2) above.

Article 18 Intellectual property rights of MITAS
1. All intellectual property right on any software, other programs or materials MITAS may provide to the Subscriber in connection with the provision of the Services, shall belong to MITAS or to any person with reasonable authority.
2. The Subscriber shall handle the Services and the materials provided in the preceding paragraph as follows.
    (1) Use them for the purpose of making reference to the manuals, etc. provided to the employees, etc. of the Subscriber in order to use the Services.
    (2) Do not copy, alter, edit, etc., and do not reverse engineer, decompile, or disassemble.
    (3) Do not assign or provide collateral, etc., to third parties, regardless of whether they are for profit or not.
    (4) Do not remove or change the copyright notice displayed by MITAS or anyone designated by MITAS.
    (5) Do not violate the intellectual property right of MITAS.
3. The provisions of this Article shall remain in effect even after the termination of the Subscription Agreement.

Article 19 Duty of Confidentiality
1. MITAS shall use the Technical or Business Secrets (Include information about the Subscriber) obtained from the performance of the Services only for the purpose of providing the Services. MITAS shall not provide such Secrets to a third party, except in cases falling under **Paragraph 2 of Article 22 Handling of Personal Information**, in a form that enables personal identification.
2. The Subscriber shall only for the purpose of using the Services use the Secrets on MITAS sales, technical, or other business (including, but not limited to, the contents of these Terms and the Services, operational manuals, etc.) obtained through the subscription of the Services. The Subscriber shall not disclose nor leak any to a third party without MITAS' consent.
3. The following information shall not fall under the secrecy of the preceding paragraph.
    (1) Publicly known information;
    (2) Information that has been held by the counterparty since prior to disclosure by the counterparty;
    (3) Information developed and discovered independently without depending on the information received through the use of this service;
    (4) Information lawfully obtained from a third party with legitimate rights, without obligation of confidentiality.
4. The provisions of this Article shall remain in effect even after termination of the Subscription Agreement of the Services.

Article 20 MITAS responsibility for the provision of the Services
1. If the Services do not operate in accordance with the functional scope under normal operating environment, MITAS shall do its best to repair them. However, if the cause of the discrepancy is due to inaccuracy or ambiguity of the description in the operational manual or the like, the description shall be modified by MITAS.
2. If the facilities for this service do not operate in accordance with the functional scope or operational manual that MITAS deems appropriate, MITAS shall repair it promptly. In the event that the failure of the facilities for the Service is not corrected in spite of the repair, and if the cause thereof is not attributable to the Subscriber, MITAS shall compensate the subscriber for the normal direct damages actually incurred, limited to the case that the subscriber is unable to use the Service **continuously for 24 hours** (But it starts when MITAS learns that fact.) **or more** due to the failure, and up to the amount obtained by multiplying the number of hours unavailable divided by 24 (round off the fractional part)

and 1/30 of the monthly fee. However, if the Subscriber fails to make such claim within three (3) months from the date on which it became possible to make such claim, the Subscriber shall lose the right to make such claim.

3. The provisions of the preceding Paragraph 2 shall specify any and all liability MITAS shall have to the Subscriber for the use of the Services. It is not guaranteed that the Services are suitable or useful for the purpose of use of the Subscriber, that the operation is not interrupted, nor that there is no error in the operation. MITAS assumes no liability to the Subscriber or any other person for use of the Services other than those set forth in the preceding Paragraph 2, whether for non-compliance with legal terms or for express or implied warranty. However, if MITAS fails to provide the Services intentionally or through gross negligence, the provision of this Article shall not apply.

Article 21 Managing Information
1. MITAS shall not be liable for any loss of information and any damages therefrom in case the information communicated through the Services or other information is lost due to the failure of telecommunication facilities and whatever unavoidable reasons.
2. The Subscriber shall take necessary measures to protect any information received or transmitted using the Services from lost due to the failure of equipment for the Services.

Article 22 Handling of Personal Information
1. The personal information of the Subscriber and its employees is handled as per the Application Privacy Policy established by MITAS which is accessible from https://iknownow.mol-it.com/privacy.

Article 23 Disclaimer
1. Except as provided in these Terms, MITAS shall not be liable for any damage caused to the Subscriber, or any third party in connection with the provision, suspension, or termination of use of the Services or as a result of any action taken by MITAS in accordance with the Terms, regardless of the cause.

Article 24 Separability
1. Even if any Terms of the Terms is invalidated, the remaining Terms of the Terms shall remain in full force and effect.

Article 25 Governing law
1. The establishment, effect, interpretation and implementation of these Terms shall be governed by the laws of **Hong Kong**.

Article 26 Post-convention processing
1. If the Agreement to use the Services is terminated upon expiration or termination, the Subscriber shall not use any equipment for the Services and shall immediately return to MITAS or dispose of any goods (including these terms, operation manuals, etc.) provided by MITAS.

Article 27 Arbitration
1. In the event of a dispute or controversy arising out of or related to this Agreement, both parties will seek to resolve any of such, first, by negotiating with each other in good faith between the respective principals of each. In the event a resolution is not promptly reached, such dispute or controversy shall be submitted to binding arbitration in accordance with and subject to the provisions of the Arbitration Ordinance (Cap. 609) of Hong Kong SAR or any statutory modification or re-enactment thereof for the time being in force.
2. The decision of the arbitrator shall be final and binding and may be enforced in any applicable court of law, and both parties consent to the jurisdiction of Courts of the parties hereto.

Attachment 1 – Scope of Services

iKnowNow is the Learning Management System which would be used for staff of an organization to enroll and to take training courses and/or quizzes/tests with following basic functionalities :

- It is a web-based application where User can access by PCs or mobile devices. The User Interfaces of the system are responsive, however, some testing and adjustments are needed for different types of mobile devices for compatibility.

- Basic staff information could be registered by use of the application, for instance, access role (Administrator, Instructor, Learner), employee name, email address, company name, department and preferred language.

- System administrator can manage departments and register users for designated organization(s). He/she can also grant Administrator and/or Instructor role to users and access to individual testing results and/or scores of Learners. Hence, Administrator has access to a full set of reports, like, Course Details Report, Course Detail Summary Report, Course Statistical Report, All Course List, Course Enrollment Information, etc..

- Instructor can upload training course contents in formats like Video (MP4), Audio (MP3), Documents, YouTube/web link and HTML 5, and/or add and edit quizzes or tests. They could be published to registered users of organization(s) under his/her jurisdiction. He/she can access to summary information of training courses taken by Learners, but not individual test results and/or scores. Hence, Instructor can only use reports, such as, Course Statistical Report, All Course List, Course Enrollment Information, etc..

- Instructor can specify maximum duration (in minutes), pass mark, full mark, maximum attempts and language of a training course. For questions and answers of quizzes or tests, they could be uploaded from a template or captured into the system using the User Interface provided by the application. There are flexibilities to select for a single (True or False) or multiple choices answers and to provide detail explanation of answer against each question.

- Learner can enroll courses published by Instructor(s). A course may consist of training contents which would be available in multiple formats and/or quizzes/tests. Learner has to go through all the training contents and/or to take all the quizzes or tests. For quizzes or tests, Learner is expected to take it as many times as needed to pass limited by the maximum attempts as specified by Instructor.

- The system will provide various dashboards for Administrator, Instructor and Learner. For Administrator, he/she is able to see the Role wise Use Summary and Course wise User Summary, etc.. Instructor can see Company and Course wise Learner count as well as Company wise Course summary and the like. Learner can get an overview on test result and course summary in the home page.

- System language of the application is English in current phase, and the system supports either English or Japanese for training course content, test questions and answers, explanation for now. There is a plan to support other system language, such as, Japanese or others in the upcoming phase(s). Though no concrete time table has been determined yet.

Attachment 2 – Setup cost, Subscription Fee & Other costs

Initial setup fee shall be incurred for initial setup of tenant and organization(s), etc. with all required data to be prepared and supplied by the Subscriber in an Excel template as provided by MITAS.

Annual Subscription Fee of the service would also be incurred and to be paid in advance per number of registered users per organization per location.

The relevant cost and fee are set out as per below schedule. For number of users exceeding 999, a separate quote and Service Agreement will be provided upon request.

Number of registered users per organization per location	Initial Setup Cost US$	Annual Subscription Fee US$	Initial Payment US$
1 - 19	500	80	1,460
20 – 49	500	190	2,780
50 – 99	1,000	350	5,200
100 – 199	1,000	620	8,440
200 - 499	1,500	1,300	17,100
500 - 999	1,500	2,000	25,500

Any other services not expressly mentioned in the order are treated as out of scope and shall be charged (if applicable) per prevailing standard hourly rate of respective role(s) of MITAS.

END