

TERMS OF USE OF THE «SOLAR STAFF» INTERACTIVE SERVICE

Effective date: 20th of January, 2025

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DEFINITIONS

For the purposes of these Terms of Use the following definitions shall have the following meanings:

Solar Staff Service (the Service) shall mean the interactive service provided by the operator, available at a unique address on the Internet at <https://www.solarstaff.com/en>, including the mobile application.

Operator shall mean **FRWD Limited**, a company duly registered and operating under the laws of Hong Kong (Special Administrative Region of the People's Republic of China) under registration No. 74403551, registered at: Unit B, 11/F, Wah Kit Commercial Building, 302 Des Voeux Road Central, Sheung Wan, Hong Kong and its subsidiaries and affiliates or other third parties specified by Operator, if applicable.

Customer shall mean a legal entity or an individual entrepreneur registered with the Service as a Customer and who has entered into an agreement with the Customer.

Agreement with the customer shall mean an agreement on performance of work and/or rendering of services entered into by the Customer, as a purchaser, either by accepting the terms and conditions of the offer placed in the Service (offer agreement), or by signing a single document.

Subcontractor shall mean an individual or an individual entrepreneur, or an individual registered as self-employed or in other status, registered with the Service as a Subcontractor and entered into an agreement with the Subcontractor.

Agreement with the subcontractor shall mean an agreement on performance of work and/or rendering of services entered into by the subcontractor, as a vendor, by accepting the terms and conditions of the offer placed in the Service (offer agreement).

User shall mean an authorised representative or employee of the Customer and/or the Subcontractor.

Personal profile shall mean a personalised section of the Service, closed for public access, in which the personal data of the User or the Customer are displayed. Access to the Personal Profile is provided by entering authentication data on the Service login page: login (phone number or e-mail) and password (access code).

Date of task completion shall mean a date of works performance/rendering of services completion, determined by the Customer in the Personal Profile upon a task setup for fulfillment by the Subcontractor.

Safe Deal shall mean a service guaranteeing (i) payment for performed and accepted tasks by using by the Service of monetary funds holding tool; (ii) passing KYC compliance procedure by users of the Service; (iii) duly personal data processing of Users in accordance with GDPR terms; (iv) duly payment data processing of users in accordance with PCI DSS established standards; (v) support and assistance of the Service users at out of court settlement of disputes.

Terms shall mean these terms and conditions of use of the Service, available at a unique address on the Internet <https://www.solarstaff.com/en>

Solar Staff Billing System means the specialized billing system integrated into the Service, designed for accounting of:

- Tasks and Projects created by the Customer in the Personal Profile, as well as progress of performance of such Projects and Tasks;
- amounts of Remuneration for performance of such Projects and Tasks and (if applicable) for the creation of Intellectual Property and assignment of the exclusive right to it within the scope of the relevant Projects and Tasks.

Please read and familiarise yourself with the Terms before you start using the Service. By accessing and using the Service, you acknowledge that you have read and understand the Terms and agree to be bound by all provisions of the Terms without limitation.

The Terms are subject to amendment. Please review the Terms each time you access and/or use the Service. By accessing and/or using the Service, you acknowledge and agree that you have accepted the current version of the Terms. If you do not agree with the Terms (in whole or in part), you shall not access and/or use the Service.

For the purposes of the Terms and Conditions, the term «Service» shall include, but is not limited to, the Service itself, the underlying computer software, software algorithms, databases and computer hardware, all content available on or through the Service, all design elements of the Service and all interactive services and functionality provided through the Service, and any and all other elements and components of the Service without limitation.

You will be deemed to be using the Service each time you access the Service (whether through a personal computer, mobile device or other technology) or otherwise interact with the Service, or connect to the Service, any parts or sections of the Service, or interact with other users of the Service through the Service.

The Terms shall apply only and solely to the Service and only to your rights and obligations with respect to your use of the Service and shall not apply to your use of, or rights and obligations with respect to, any other websites, including but not limited to any other websites that may be provided by the Operator or other third parties

The Terms shall be an integral part of and incorporated by reference into the following legal documents: (1) Agreement with the customer, (2) Agreement with the subcontractor.

By accepting and agreeing to the Terms, you agree that your access to and use of the Service is subject to the following rules

- You shall use the Service solely in accordance with its intended purpose;
- access to and use of the Service shall be in full compliance with the Terms, other applicable documents relating to the Service and all applicable legal requirements;
- You shall at all times provide accurate, true, current and complete information about you and the persons you represent, whichever is applicable;
- You shall not engage in any of the activities listed in the «Restrictions» section of these Terms.

By accepting and agreeing to the Terms, you represent and warrant that you are not subject to any trade embargoes and are not included in any international and/or economic sanctions lists published from time to time by the relevant international organisations and/or governmental authorities of any affected country, and you do not intend to use the Service for the benefit of any sub-sanctioned persons, or for the purpose of purchasing/delivering/providing goods or services that are subject to an export or import ban in accordance with applicable legislation.

USER ELIGIBILITY

If You intend to use the Service as a Subcontractor, You must be not less than 14 (Fourteen) full years of age if You are a citizen of a member state of the Commonwealth of Independent States, and not less than 15 (Fifteen) full years of age if You are a citizen of the European Union or any other country. At that if You are a minor in the jurisdiction of your residence, You shall obtain all necessary permissions and consents for performance of works and/or rendering of services under the Agreement with the subcontractor if such are required under the applicable laws. The Operator reserves the right to report use of the Service by minors to the appropriate officials. If You intend to use the Service as a Customer, You must be duly authorized by the legal entity You represent to register with the Service and use its functionality. The Operator reserves the right to investigate attempts of use of the Service by parties not officially authorized to represent legal entities these parties claim to represent and report such attempts to the appropriate officials.

REGISTRATION, ACCEPTANCE PROCEDURE AND PAYMENTS

Depending on Your intended use of the Service (i.e. as a Subcontractor or as a Customer) You may be asked to provide certain registration details and personal data for identity verification in order to access the Service and use the Service.

By agreeing to these Terms, when You register as a user of the Service or at any time in the future after Your

registration, you accept that KYC compliance procedure in relation to a user of the Service, including the user's identity verification, may be required in certain cases (as specified in Annex No. 1 hereto or notified otherwise) and in this regard You authorise the Operator to undertake these compliance checks on You, either directly or by using relevant third party service providers which will carry out such verifications, and/or by using third party databases and other sources. The Operator reserves the right to monitor and review on an ongoing basis any information You provided as necessary to satisfy any applicable law, regulation, sanctions program, embargo, legal process, or competent authorities' request. You authorize the Operator to conduct necessary investigations directly or through third party service providers to (i) protect the Operator, Operator's business partners, Customers and Subcontractors from any illegal activities to which the Service may be exposed, (ii) in case there is a suspicion of money laundering, terrorist financing, fraud, other illegal activities conducted through the Service, (iii) verify the information You provided (if necessary, including but not limited to, Your residential address, specialization and payment-related information) and Your information against third party databases and other sources, (iv) meet goals set in the «Consent to Monitor» section of these Terms of Use, or (v) as required by applicable laws. You also agree that for these purposes additional information about Yourself (including but not limited to information about Your business, professional experience, expertise in relation to works and services to be performed or performed under a relevant agreement on performance of works and rendering of services) may be requested by the Operator at any time considered necessary and You agree to cooperate with all reasonable requests made by the Operator and You permit the Operator to keep records of such information. The Operator will collect and process such information in accordance with the Service's Privacy Policy. You also expressly agree that in case of failure to verify Your identity (whatever the reason) or to provide the relevant information, or in case there is a good reason to suspect that you are behaving fraudulently and/or criminally or that Your use of the Service could damage the Service's reputation, the Operator has the right to refuse, suspend or terminate Your access to the Service or any of its resources and to suspend or terminate Your Personal profile at any time.

You expressly agree that all of the information You provide upon registration with the Service must be correct, true, current, and complete, and agree to timely update any information You provide to the Operator to maintain the integrity and accuracy of the information, and also provide any other additional documents and information on reasonable request made by the Operator and/or as required under applicable legislation.

Providing misleading or false information about Your identity is forbidden and constitutes a material breach of these Terms. If the Operator believes that the information You provide is not correct, truthful, current, or complete, or is false or misleading, the Operator may refuse, suspend or terminate Your access to this Service or any of its resources and to suspend or terminate Your Personal profile at any time.

When You register as a user of the Service and accept these Terms, You are required to create a login/Email and a password for logging into Your Personal profile on the Service. You are personally and solely responsible for any use of the Service with Your login/Email and password. You agree to take due care in protecting Your login/Email and password against misuse by third parties and promptly notify the Operator about any misuse via the following e-mail: support@frwd-hk.info.

The Customer, upon registration in the Service and entering into its Personal profile, can create a team of Subcontractors, and thereafter upon invitation of the Subcontractors into the team, the Customer can make tasks for execution by a Subcontractor. Upon creation by the Customer of a respective task at its Personal profile, the Subcontractor receives at its email a notification of new task receipt. At that the task is in «not confirmed» status.

If the Customer creates a team of Subcontractors by means of API method (API protocol, hereafter referred to as «API»), the Customer shall ensure that each Subcontractor of such a team read, accepted, and executed the terms of the Agreement with the subcontractor prior to their use of the Service, as well as the Subcontractor is in compliance with and follows the terms of the Agreement with the subcontractor in their subsequent accessing or using the Service. At that, in case of transfer of tasks via API, the Customer undertakes risks independently for correct execution and acceptance of tasks by Subcontractors, as well as for the transfer of rights under these tasks. In addition, the Customer shall ensure the identity verification of the Subcontractors in accordance with the rules of the Service on mandatory identity verification (as specified in Annex No. 1 hereto or notified otherwise) and to cooperate with the Operator in passing the KYC compliance procedure by the Customer's team of Subcontractors and/or in providing information at the request of the competent authorities or payment partners of the Operator.

The Subcontractor may maintain only one Personal profile in the Service at any given time, except as otherwise expressly authorized by the Operator.

The Subcontractor, after completing the respective task, shall attach the results of the completed task in his/her Personal profile and shall press rollover button «finish». At that to the Customer's task the status «pending acceptance» is assigned automatically and the Customer may view the result of the completed task.

After completion of the Subcontractor's task, the Customer shall not be entitled to cancel the task without prior consent of the Subcontractor in the Personal profile.

In the event when the Customer has no objections to the quality of completed task, the Customer shall press rollover button «accept» in its Personal Profile within 15 (fifteen) calendar days. At that to the Customer's task the status «pending payment» is assigned automatically.

In the event when the Customer is not satisfied with quality, time period, or other of completed task, the Customer may send the task to the Subcontractor for revision. At that to the Customer's task the status «in progress» is assigned automatically.

Upon expiry of fifteen-days period stated above, that is on the sixteenth calendar day the Customer's capability to create new and accept other existing tasks in its Personal profile will be blocked, with exception to the tasks in relation to which the acceptance or sending for revision are overdue. At that blocking will be automatically released upon acceptance or sending for revision by the Customer of such overdue tasks. The provisions of this paragraph of the Terms do not apply if the Safe Deal service is activated for the Customer.

Upon correction of all errors under the respective task, the Customer shall press rollover button «accept» and thereby confirm that the Customer has no complains to the quality of completed task. At that to the Customer's task the status «pending payment» is assigned automatically.

The Customer shall pay for respective task within 60 (sixty) calendar days from the moment of its acceptance. In the event when the Customer does not pay for the task within the specified time, the amount equal to the cost of respective task will be automatically deducted from the Customer's balance in the Personal profile. The provisions of this paragraph of the Terms do not apply if the Safe Deal service is activated for the Customer.

Upon activation of the Safe Deal service, the Customer undertakes to ensure the availability of monetary funds on its account balance at the Service in the amount equal to the cost of created tasks. For the purposes of securing of duly payment of respective tasks after completion and acceptance thereof, the Service will automatically put on hold (reserve) the Customer's monetary funds. The reserved amount can be used by the Customer/ the Service only for payment of the tasks for which the respective amount has been put on hold.

The Safe Deal shall be added by the Operator to the Customer automatically and monetary funds of the of the Customer are put on hold:

(1) at the time of a task's creation in the Service. Thus for creation of a task in its Personal Profile, the Customer undertakes to ensure the availability of monetary funds at its account balance in the Service, and after creation of the task, the amount (necessary for payment of such task) is put on hold from Customer's account balance; or

(2) at the moment of completed task acceptance. Thus the Customer shall ensure the availability of sufficient monetary funds at its account balance in the Service for ability to accept completed task; or

(3) in accordance with special terms and conditions of the Customer's monetary funds holding. At that the arrangement of special terms is possible in exceptional cases and in presence of specific circumstances, which shall be considered by the Service. The Customer may notify thereof by e-mail: sales@frwd-hk.info.

In the course of the Safe Deal the Customer shall accept the completed tasks in accordance with the procedure specified in the Terms. In this case, if the Customer does not accept the completed tasks and does not send the tasks for revision after the expiration of the above fifteen-day acceptance period, namely on the sixteenth calendar day, the acceptance of the relevant tasks is carried out automatically in the Service and the task is assigned the status «pending payment».

In the course of the Safe Deal the Customer shall pay for respective task within 7 (seven) calendar days from the date of its acceptance. In the event if the Customer does not pay for the task within specified time, the amount being on hold for payment for such task will be automatically deducted on the eights calendar day after the task's acceptance from the Customer's account balance in the Service, with exception to the Safe Deal service activated in accordance with special terms and conditions of the Customer's monetary funds holding.

In the course of the Safe Deal the Customer, when creating a task, shall set a deadline for beginning of such task performance, in particular to state exact date and time prior to which the task shall be accepted by the Subcontractor for execution. In case if the Subcontractor does not accept the task for execution, such task will be automatically returned to the Customer by the Service. At that the Customer at its sole discretion shall: (i) cancel the task in the Service, or (ii) return the task to the Subcontractor with amended deadline. If the task is cancelled due to the failure of Subcontractor to meet the deadline for acceptance for execution of the task, the Customer may cancel such task without any confirmation of the Subcontractor or the Service.

In the course of the Safe Deal if it is necessary to make changes to a task which has already been accepted for execution by the Subcontractor, the Customer must obtain the Subcontractor's consent/confirmation for respective changes through the functionality of the Service, at that «approval of changes» status is assigned to such task.

In the course of the Safe Deal, if the Subcontractor does not agree with task conditions and/or has comments to the task, the Subcontractor shall click on the rollover button «open dispute» in his/her Personal profile and provide appropriate comments. The Customer may suggest to the Subcontractor necessary changes/revisions to the task, by sending a message through the Personal Profile. At that in case of any issues in dispute both the Customer and the Subcontractor may contact the support service of the Service by e-mail: support@frwd-hk.info to initiate an out of court dispute resolution procedure.

For the avoidance of doubts, in any event the payment for performed works/rendered services by the Subcontractor within setup Date of task completion, regardless of such task acceptance by the Customer in accordance with the procedure described above, shall be performed by the Operator in compliance with terms of the Agreement with the subcontractor only after payment for named task by the Customer or automatic deduction of an amount equal to the cost of such task from the Customer's balance, as stated above.

The currency of the Subcontractor's remuneration provided for in the task may differ from the currency provided for by the Service for receipt of the Subcontractor's remuneration.

If the currency of the Subcontractor's remuneration under a particular task differs from the currency related to the option for the remuneration receipt selected by the Subcontractor, as specified herein above, the remuneration shall be converted by the Service into the currency selected by the Subcontractor for the Remuneration receipt at the moment when the Subcontractor presses the «withdraw» button in its Personal profile. At that:

- (1) the discussed conversion shall be made in accordance with applicable currency exchange rates stated in the Personal profile of the Service;
- (2) the Subcontractor independently carries all financial risks relating to the discussed conversion, including the risks related to possible fluctuations of currency exchange rates.
- (3) in case if the remuneration amount actually credited to the Subcontractor's means of payment exceeds the payment amount indicated in a list of transactions at the Subcontractor's Personal profile due to technical deficiencies or other reasons, the Subcontractor must return to the Operator the monetary difference between actually received remuneration amount and payment amount in the Service (the «Refund amount»). For the purposes of compliance with obligations provisioned by this subclause the Subcontractor shall transfer to the Operator the Refund amount, in accordance with instructions received from the Service's customer support, less all applicable fees which are due to be paid by the Subcontractor to third parties (i.e. bank, payment service provider etc.) for performance of such monetary transfer, or full Refund amount subject to further compensation by the Operator to the Subcontractor of all applicable fees which are due to be paid by the Subcontractor to third parties (i.e. bank, payment service provider etc.). Until the Subcontractor fulfills its obligations hereunder, the Operator shall automatically and with immediate effect write off the Refund amount from the Subcontractor's balance at his/her Personal profile in the Service. Upon receipt of the Refund amount by the Operator to the payment means as instructed by the Service's customer support, the Operator shall cancel the Refund amount write off at the Subcontractor's balance at his/her Personal profile in the Service. For evidence of actually credited remuneration amount to payment means of the Subcontractor in excess of the amount paid in the Service, the Operator shall use data of Solar Staff Billing System as well as information received from its payment partners and/or suppliers in any accessible form (i.e. information letters, reports, extracts, print screens of profiles and others) or other forms of conformation. If the Subcontractor does not agree with the fact that received remuneration amount exceeds the payment amount in the Service, the Subcontractor may provide to the Operator respective evidences in the form of transactions extract from his/her payment means where the time period when the disputed payment was made shall be indicated. At that the payment means and transactions time period shall be clearly stated (i.e. card mask, account number, electronic wallet number and others shall be identified), and all information on credited amounts shall be depicted including creditor, date, time of funds crediting and other supporting data requested by the Operator.

If there is a need to fully or partially transfer/convert the funds available in the Customer's balance in Personal profile to another currency (different from the currency in which the balance was funded), based on the Customer's written request specifying the amount required for the conversion, the conversion shall be made at the discretion of the Service under one of the following conditions:

- (1) at the applicable exchange rate listed in the Personal Area of the Service at the time of the transaction; or
- (2) at the applicable exchange rate applicable at the time of the balance top-up in the currency for which conversion is requested; or
- (3) in accordance with the average applicable exchange rate, the values of which are indicated and updated in the Personal profile of the Service.

That is, the conversion is performed either at the current exchange rate at the time of the conversion, or at the exchange rate applied at the time of the balance top-up, or at the exchange rate representing the average of the rates applied in the period from the time of the balance top-up by the Customer to the time of the conversion/transfer request. The Customer independently carries all financial risks relating to the discussed conversion, including the risks related to possible fluctuations of currency exchange rates.

When returning monetary funds to the Customer (unspent part of the advance payment), as stipulated in the Agreement with the Customer and at the Customer's request or when necessary, the return may occur in a currency different from the one in the Customer's Personal profile. In such cases, the Service will recalculate the Customer's account balance into another currency using the method specified in the previous paragraph, as determined at the sole discretion of the Service. Regardless of the chosen conversion method, the Customer assumes all financial risks associated with the conversion, including potential losses due to fluctuations in exchange rates.

In case if the Subcontractor fails to meet the Date of task completion, and if such Date of task completion is not extended by means of written agreement between the parties, the Customer may not perform payment for performed works/rendered services under such task, even though the specified task was accepted by the Customer in the Personal Profile or API.

When the Customer presses the rollover button «pay» in its Personal profile, the status «task completed» is assigned to the task automatically, the moment of such status change of the task shall be the moment of the

Customer's task completion, and respective date will be indicated in the acceptance act.

If upon expiry of 3 (three) years from the moment when to the Customer's task the status «pending payment» was assigned, the payment for completed tasks has not been made by the Customer through the Service, and during the said three-year period the Subcontractor has not made any claim for remuneration and the Customer has not made any claim for the quality of the tasks completed, it shall be deemed that the Subcontractor and the Customer have no claims in respect of the said tasks. At that the Operator may archive the respective task in the Service, as the result of which «archived» status shall be assigned to such task.

THIRD PARTY PROVIDER FEES

Transactions within the Service (hereinafter – Service Interactions) shall be carried out with the involvement of banks, payment systems and other third party organizations (hereinafter – Third Party Providers). In connection therewith, you may incur costs, fees, commissions or other related payments levied by such Third Party Providers (hereinafter – Charges).

In the event that Third Party Providers impose Charges for executing transactions related to Your Service Interactions (including, but not limited to, topping up balances in Personal profiles via bank card payment, withdrawing remuneration from Personal profiles, or processing refund requests), the burden of paying such Charges shall be borne by You, as a Customer or a Subcontractor. Under no circumstances shall the Operator be held liable for these Charges.

The Operator or a third party specified by the Operator reserves the right, at its sole discretion, to pay such Charges itself and subsequently require reimbursement from You including by deducting the relevant amounts of Charges from Your balances in/or funds subject to crediting to your Personal profile in the Service.

You expressly agree to pay all Charges in the course of your Service Interactions, as well as accept that the amount of Charges may be unilaterally changed by the Third Party Providers without prior notice.

You additionally consent that if You are a Customer and a refund is to be processed to You (in accordance with the provisions outlined in the Agreement with the Customer):

- (1) Charges previously paid by You are not eligible for refund;
- (2) You shall fully compensate the Operator or a third party specified by the Operator all Charges accrued due to such refund and shall promptly reimburse Operator or a third party specified by the Operator for the specified Charges and any related expenses upon proper request.

You shall also be responsible for and pay any fees charged by your bank or card issuer (including any international transaction fees, card processing fees, and transfer to overseas service charges) relating to your Service Interactions.

PRIVACY, PERSONAL DATA AND COOKIE POLICY

The information required to be provided in connection with Your use of the Service may include certain personal data.

The collection, use and processing of personal data by the Operator are governed by the Privacy Policy, available at the following link: https://solar_staff_privacy_policy.pdf

The use of cookies is described in the Cookie Policy available at: https://solar_staff_cookie_policy.pdf

You expressly agree that when You provide in connection with Your use of the Service information about third parties-subjects of personal data (including your Customer, Subcontractor, and persons invited to the team of Subcontractors), you have a legal basis for this and you received all necessary consents from these personal data subjects to collect, process and use this information in the Service for the purposes such information is collected, processed and used by You.

CONSENT TO MONITOR

The Operator reserves the right, but is under no obligation, to monitor Your Personal profile and Your activities on the Service related to Your Personal profile for the purposes of confirming that You use the Service in full accordance with these Terms and applicable legislation. You hereby grant the Operator Your express permission and consent to monitor Your Personal profile and all activities performed under Your Personal profile for purposes of confirming legal use of the Service and identifying instances of restricted use and potential violations of these Terms and applicable legislation.

RESTRICTIONS

By accepting these Terms You expressly agree that You are expressly prohibited to, and are prohibited to allow any third party to, perform any of the following actions, and any actions similar in nature or intent thereto, and that performance of any such actions shall constitute a material breach of these Terms:

- display, copy, store, modify, adapt, reverse engineer, sell, publish, make available to the public or redistribute the Service or any services or functionality made available to You via the Service;
- allow any third party to access and use the Service using Your login and password;
- use the Service for any illegal purposes;

- impersonate (equal to using any data of a third party in the Personal profile) or falsely claim affiliation with any person or entity and register as the Subcontractor a group (association) of persons or a legal entity;
- use (link) payment means in Your Personal profile and/or withdraw remunerations to payment means that do not belong to You and/or are issued in the name of third parties, except in cases where You notify the Operator in advance and provide sufficient information and documents for the verification of such third parties. The Operator reserves the right to request You any documents necessary to verify the holder of payment means linked to Your Personal profile. You must provide these documents to the Operator within 3 working days from the date of the request;
- misrepresent, defraud or defame others;
- negatively present the Service and/or the Operator and/or its affiliates;
- transmit malicious software code on or with help of the Service;
- collect information of other users through the Service;
- interrupt the normal operation of or tamper with the Service or any functionality contained in or provided through the Service, or any servers used in providing the Service, or to unreasonably affect others' use of the Service in any way;
- invade privacy of other the Service users by means of phishing, identity theft and other means;
- use bots, spiders, offline readers or other automated software systems to access or use the Service;
- otherwise use the Service for engaging in any activities that are illegal under laws of any jurisdiction or that encourage criminal conduct;
- use the Service for any purposes other than those expressly permitted under these Terms.

You explicitly agree to provide, upon the Operator's request, sufficient, accurate, and up-to-date information and documents necessary for the Operator to confirm Your compliance with these Terms of Use, including the «Restrictions» Section. Breach of this «Restrictions» Section shall constitute a material breach of these Terms by You and a direct violation of applicable laws. Unauthorized access and use of the Service, including any use in contravention of these Terms and the «Restrictions» section of these Terms, is prohibited and may result in criminal prosecution and/or civil and/or disciplinary or administrative liability, including court action against You initiated by the Operator or relevant law enforcement authorities.

REPORTING VIOLATIONS OF TERMS OF USE

You may inform the Operator about violations of these Terms by other Users by sending an e-mail to the following address: support@frwd-hk.info.

SUSPENSION/TERMINATION OF PERSONAL PROFILE

You may terminate Your access and use of the Service if You no longer wish to use the Service by permanently deleting Your Personal Profile upon termination of the relevant Customer Agreement or Offer Agreement between You and the Operator.

The Operator reserves the right to investigate any and all suspected violations of these Terms of Use and to take any and all necessary or appropriate actions to remedy such violations, as the Operator may determine appropriate. The Operator may suspend, terminate, modify, restrict or delete Your access to the Service at any time at its sole discretion, with or without notice to You, if there is an indication that You have breached these Terms of Use.

If You are found to be in a material breach of these Terms of Use, such as being found violating the "Restrictions" section of these Terms of Use by using the Service for illegal purposes or infringing Operator's or its licensors' or third parties' intellectual property rights discussed in the "Intellectual Property Rights" section of these Terms of Use, the Operator reserves the right to both suspend Your Personal Profile for an indeterminable amount of time and notify the relevant government officials in the relevant jurisdiction if Your actions may be classified as illegal and punishable under applicable laws.

The Subcontractor's Personal profile might be blocked by the Operator without prior notice to the Subcontractor if the Subcontractor has not verified his/her identity in accordance with these Terms (including as specified in Annex No. 1 hereto or notified otherwise).

As the result of such Personal profile blocking the Subcontractor will not be able to receive new tasks, complete received tasks, use monetary funds under the Agreement with the Subcontractor until the Subcontractor passes the identity verification procedure in accordance with these Terms (including as specified in Annex No. 1 hereto or notified otherwise).

The Operator reserves the right to suspend, terminate, modify, restrict or delete Your access to the Service at any time at its sole discretion, with or without notice to You, if any message to your e-mail address connected to Your Personal profile is returned as undelivered.

ACCESS, UPTIME AND AVAILABILITY

The Service may not be available in some countries and may be provided only in selected languages. The Service may be network dependent. The Operator reserves the right, in its sole discretion, to change, improve and correct the Service. The Service may not be available during maintenance breaks and other times. The Operator may decide to discontinue the Service or any part thereof in its sole discretion and at any given moment. The Operator does not represent or warrant that the Service, or any part or functionality thereof, is appropriate or

available for use in any particular jurisdiction, and does not represent or warrant that Your access to the Service will be error-free, virus-free, uninterrupted, and that the servers on which the Service is deployed will be up permanently.

INTELLECTUAL PROPERTY RIGHTS

All rights, title and interests, including but not limited to the exclusive copyrights and other intellectual property rights in and to the Service and all parts, elements and sections thereof including without limitation any and all computer code, technology, website engine, themes, objects, logos, artwork, menu items, user interface, embedded services, functionality, design of the Service, message exchange system, text, illustrations, photographs, graphics, audio files, video files, audio-visual files, and other materials and content available on or through the Service are owned by the Operator and/or its licensors and/or third parties, constitute intellectual property of said parties, and the Operator and its licensors and such third parties retain all right, title, and interest in and to these intellectual property items. All contents of the Service, including the selection, arrangement, and look and feel, are protected by various national copyright, trademark and trade secret laws and by international treaties and conventions. No right, title, license or other interest in any of the contents or any patent, trademark, copyright or other intellectual property rights are transferred, assigned, licensed or otherwise conveyed to You by Your access to and use of this Service, and the Operator, or the party that provided the relevant intellectual property, at all times retains all right, title, and interest in any such intellectual property that You may be accessing or using on the Service.

By accepting these Terms You expressly agree that You are expressly prohibited to, and are prohibited to allow any third party to, perform any of the following actions, and any actions similar in nature or intent thereto, and that performance of any such actions shall constitute a material breach of these Terms:

- copy, replicate, distribute, modify, remake, republish, download, post, display, perform, add to, abridge, compile, adapt, translate, derive source code from, disassemble, decompile, reverse-engineer, or create derivative works based on the Service or any part or portion thereof, update, broadcast, make available to the general public, or otherwise transmit, disseminate or use in any similar way or manner whatsoever the Service, any of its functionality, or any of the Service's contents;
- sell, license, grant on a royalty-free basis or transfer access to the Service or Your Personal Profile within the Service;
- develop, distribute or host any service or website that is based on, or is confusingly similar to, the Service;
- remove, obscure or alter any copyright, trademark, or other proprietary notice appearing in any part of the Service's contents;
- perform any other actions that may infringe or put under threat of infringement intellectual property rights of the Operator, its licensors or third parties with respect to the Service.

All of the product or service or interactive service names, trade names, slogans, logos, and other trademarks and service marks and designations appearing on the Service are the property of the Operator, its licensors, affiliates, or third parties. The Operator, its licensors and third parties retain any and all rights in these designations. The use or misuse of these designations or any other similar materials is prohibited and may be in violation of applicable law.

You understand and agree that You have no legal interest, monetary or otherwise, in any feature, functionality or content contained on the Service.

You hereby expressly agree that the Operator, its licensors and relevant third parties are entitled to enforce their intellectual property rights with respect of the Service to the fullest extent of any applicable law in case of any violation of their intellectual property rights by You.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ACCESS AND USE THE SERVICE AT YOUR SOLE DISCRETION AND YOUR SOLE RISK. THE SERVICE, AND ANY PORTION OR SECTION OF THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY INTERACTIVE SERVICES AND FUNCTIONALITY AVAILABLE TO YOU THROUGH THE SERVICE ARE PROVIDED "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE". TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE OPERATOR AND ITS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT ALLOWED UNDER ANY APPLICABLE LAWS, NEITHER THE OPERATOR NOR ANY OF ITS AFFILIATES MAKE ANY WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE SERVICE OR THE CONTENT OF ANY OTHER INTERNET OR MOBILE RESOURCES RELATING TO THE SERVICE OR LINKS TO WHICH ARE CONTAINED IN THE SERVICE. THE OPERATOR RESERVES THE RIGHT, IN ITS SOLE AND EXCLUSIVE DISCRETION, TO CHANGE, MODIFY, ADD, REMOVE OR DISABLE ACCESS TO ANY PORTION OF THE SERVICE AT ANY MOMENT OF TIME.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED UNDER ANY AND ALL APPLICABLE LAWS, IN NO EVENT WILL THE OPERATOR, ITS SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, LICENSORS, WEBSITE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS BE LIABLE TO YOU OR ANYONE ELSE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR ANY OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, DAMAGES FOR LOSS OF GOODWILL, DATA OR ANY OTHER INTANGIBLE LOSSES, RESULTING FROM YOUR ACCESS AND/OR USE OF, OR INABILITY TO ACCESS AND/OR USE THE SERVICE OR ANY PART OR PORTION THEREOF, EVEN IF THE OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ASSUME FULL RESPONSIBILITY FOR ANY DAMAGES, LOSSES, COSTS, OR HARM ARISING FROM YOUR ACCESS AND/OR USE OF, OR INABILITY TO ACCESS AND/OR USE, THE SERVICE.

INDEMNITY

You agree to defend, indemnify and hold the Operator, its subsidiaries, affiliates, licensors, content providers, service providers, employees, officers, directors, agents, representatives, licensees, authorized designees, successors, assigns and contractors harmless from and against, and reimburse to the Operator or any such party in full any costs or expenses arising or resulting from, any and all third party claims and all liabilities, assessments, actions, causes of action (regardless of the form), losses, damages, awards, judgments, fines, costs, expenses, and attorneys' fees resulting from or arising out of:

- any breach by You of these Terms;
- Your infringement or violation of any intellectual property, other rights or privacy of a third party, including but not limited to other users of the Service; and
- misuse of the Service by a third party where such misuse was made possible due to Your failure to take reasonable measures to protect Your username and password against misuse.

The Operator reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will cooperate with the Operator in asserting any available defenses. This provision shall remain in full force and effect notwithstanding any termination of Your use of the Service.

WAIVER

BY USING THE SERVICE AND ACCEPTING THESE TERMS, TO THE MAXIMUM EXTENT AVAILABLE UNDER ANY APPLICABLE LAW YOU HEREBY WAIVE AND AGREE TO RELEASE AND HOLD HARMLESS THE OPERATOR, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, WEBSITE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS AND ANY OTHER APPROPRIATE PARTY FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE OPERATOR, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, WEBSITE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS AND ANY OTHER APPROPRIATE PARTY DURING OR AS A RESULT OF INVESTIGATIONS WITH RESPECT TO YOUR ACCESS AND USE OF THE SERVICE OR ANY PART OR PORTION THEREOF, AND FROM ANY AND ALL ACTIONS TAKEN AS A RESULT OF SUCH INVESTIGATIONS BY THE OPERATOR, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, WEBSITE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS, AND ANY OTHER APPROPRIATE PARTY, INCLUDING BUT NOT LIMITED TO ANY LAW ENFORCEMENT AUTHORITIES.

JURISDICTIONS

The Service, its functionality and its contents are intended to comply with applicable legislation and regulations of Hong Kong. Other countries may have laws, regulatory requirements and business practices that differ from those established in Hong Kong. The Service may link to other websites produced and/or operated by the Operator's operating divisions and subsidiaries, some of which are located or hosted or intended to be accessed and used outside Hong Kong. Such websites may have information that is appropriate only to that particular originating country. The Operator reserves the right to limit access to and the ability to use the Service to any person, geographic region or jurisdiction. Any offer for any product or service made on this Service is void where prohibited.

APPLICABLE LAW

These Terms of Use are governed by and shall be construed in accordance with the laws of England and Wales without regard to its conflict of law provisions.

BINDING ARBITRATION. DISPUTE RESOLUTION

You and the Operator shall undertake reasonable measures to rectify any controversial issues, disputes or claims arising in the process of performance of Yours and Operator's obligations under these Terms by negotiations.

If You and the Operator fail to reach an agreement in the course of negotiations, all unsettled disputes, controversies or claims arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be referred to the Hong Kong International Arbitration Center (HKIAC) permanently located in Hong Kong, in accordance with the rules of the latter. The number of arbitrators to be appointed shall be agreed

between You and the Operator additionally. The legal seat of the arbitration shall be Hong Kong (Special Administrative Region of the PRC). The language of the arbitration shall be English.

The failure of the Operator to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. To the maximum extent allowed under any applicable laws You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to Your use of the Service or these Terms must be filed within 1 (One) year after any such claim or cause of action arose or be forever barred. This provision shall remain in full force and effect notwithstanding any termination of Your use of the Service.

No waiver of any default, condition or breach of these Terms shall constitute a waiver of any other default, condition or breach of these Terms, whether of a similar nature or otherwise.

INJUNCTIVE RELIEF

You expressly acknowledge and agree that the Operator may suffer irreparable damage if You breach any of the provisions of these Terms. Therefore, notwithstanding provisions of the «Binding Arbitration. Dispute Resolution» section of these Terms of Use, in any case of Your violation of these Terms the Operator shall be entitled to apply for injunctive relief and/or a decree for specific performance and such other and further relief as may be appropriate in any jurisdiction.

SEVERABILITY

If any part of these Terms of Use is determined by a court of competent jurisdiction to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions of these Terms.

CHANGES TO TERMS OF USE

To the fullest extent permitted under applicable law, the Operator reserves the right to modify, update, supplement, revise or otherwise change these Terms in order to comply with applicable new legislation and/or regulations and/or to improve the Service, and to impose new or additional rules, policies, terms or conditions in relation to the Service, from time to time with or without notice to You. The Operator may notify You of the amendments to these Terms by sending an email message to the email address listed in Your Personal profile or by posting the notice on the Service or posting the notice in Your Personal profile with the Service. All amendments to these Terms will be effective immediately and incorporated into the Terms upon sending or posting of such notice. You are solely responsible for regularly reviewing these Terms. Your use of the Service or any part or functionality thereof after any changes to these Terms are posted on the Service or otherwise made available for review will be considered acceptance of those changes and will constitute Your agreement to be bound thereby. If You object to any such changes, Your sole recourse will be to terminate the relevant agreement with the Operator with subsequent purging of Your Personal profile and stop using the Service.

NO RIGHT OF FUTURE ACCESS

THESE TERMS DO NOT GRANT YOU ANY RIGHTS WITH RESPECT TO YOUR FUTURE ACCESS TO THE SERVICE. THUS, THE OPERATOR MAY, IN ITS SOLE DISCRETION AND AT ANY TIME, DISCONTINUE THE SERVICE OR ANY PARTS THEREOF OR LIMIT OR RESTRICT ANY USER, INCLUDING YOU, ACCESS THERETO, FOR ANY REASON, WITH OR WITHOUT NOTICE. YOU UNDERSTAND AND AGREE THAT THE OPERATOR MAY TAKE ANY ONE OR MORE OF THESE ACTIONS WITHOUT ANY NOTICE TO YOU, PRIOR OR OTHERWISE, AND YOU UNDERSTAND AND AGREE THAT NEITHER THE OPERATOR NOR ANY OF ITS AFFILIATES SHALL HAVE ANY LIABILITY TO YOU OR TO ANY OTHER PERSON FOR ANY TERMINATION OF YOUR OR ANYONE ELSE'S ACCESS TO THE SERVICE OR PARTS THEREOF AND/OR TERMINATION OF YOUR PERSONAL PROFILE AND/OR REMOVAL OR PURGING OR DEACTIVATION OF ANY OTHER INFORMATION OR DATA THAT YOU OR ANYONE ELSE MAY HAVE PROVIDED ON OR BY MEANS OF THE SERVICE.

CHANGE OF OWNERSHIP

You will be deemed to have consented to the disclosure to, and use by, a subsequent owner or operator of the Service, of any and all information about You, including Your registration details, history of Your use of the Service and personal data (if applicable), contained in the applicable database used by the Service, to the extent the Operator assigns its rights and obligations regarding such information in connection with a merger, acquisition, or sale of all or some of the Operator's assets, or in connection with a merger, acquisition or sale of all or some assets related to the Service, to a subsequent owner or operator. In the event of such a merger, acquisition, or sale, Your continued use of the Service signifies Your agreement to be bound by the terms of use and privacy statement of the Service's subsequent owner or operator. This provision shall remain in full force and effect notwithstanding any termination of Your use of the Service.

MISCELLANEOUS

The terms and conditions set forth in these Terms of Use are fundamental elements of the basis of the agreement between the Operator and You with respect to Your use of the Service, and You expressly acknowledge and

agree that the Operator would not be able to provide the Service and its functionality to You without the limitations and restrictions set forth herein.

The Operator will not be liable or responsible for any failure to fulfill any of its obligations under these Terms which failure is due to any cause or condition beyond the reasonable control of the Operator, which cause or condition may include, but in no event shall be limited to, force majeure circumstances.

The provisions of these Terms that are intended to or by their nature should survive termination of Your use of the Service shall remain valid and shall be legally effective after any such termination.

You expressly agree that for the purposes of these Terms You are not considered, and shall not represent Yourself as, an agent, employee, joint venturer, or partner of the Operator, and that Your use of the Service does not vest in the Operator or You the rights or obligations of the discussed parties.

You may not assign these Terms in whole or in part to any third party, and any attempted assignment in violation of this provision shall be null and void. The Operator may assign these Terms or any of its rights and obligations under these Terms without Your consent at any time.

You must individually supply all necessary facilities, utilities and equipment necessary to access and use the Service, including but not limited to appropriate computer and/or mobile equipment and Internet connections, at Your sole risk and expense.

These Terms constitute the entire agreement between You and the Operator relating to the subject matter hereof. Notwithstanding the foregoing, any additional terms and conditions expressly contained on or made available via the Service at any moment will govern the items, functionality, services or Your relationship with the Operator to which they pertain.

CONTACTS

If You have any comments or questions concerning Your access and/or use of the Service or in relation to these Terms, please contact respective Operator using the following contact details:

FRWD Limited: Unit B, 11/F, Wah Kit Commercial Building, 302 Des Voeux Road Central, Sheung Wan, Hong Kong

For general questions: support@frwd-hk.info

Tech support: support@frwd-hk.info

ANNEX 1**TO THE TERMS OF USE OF THE «SOLAR STAFF» INTERACTIVE SERVICE***

The initial mandatory identity verification shall be** subject to all Subcontractors, notwithstanding his/her country of residence/citizenship, excluding the Subcontractors with the status in the Service "Individual entrepreneur":

The initial mandatory identity verification is implemented, whichever is applicable:

1. When the new of the first Task is accepted (for the Subcontractors registered in the Service without funds on the balance in the Personal Profile);
2. When the new Task is accepted or when withdrawing remuneration to payment methods, whichever occurs first (for the Subcontractors registered in the Service with funds on the balance in the Personal Profile).

The follow-up mandatory identity verification shall be** subject to all Subcontractors, notwithstanding his/her country of residence/citizenship, excluding the Subcontractors with the status in the Service "Individual entrepreneur":

The follow-up mandatory identity verification is implemented, whichever is applicable:

1. To change a Subcontractor's country of residence/citizenship, phone number, surname/name/paternal name, sex;
2. If the Subcontractor's ID is expired and/or was rejected by the Ongoing Monitoring of service of checking documents;
3. At sole discretion of the Operator in case of detection of suspicious activity in the Personal Profile of the Subcontractor and/or if so, required by applicable legislation.

* The Operator reserves the right to change this Annex 1 at any time and at its sole discretion

**Unless otherwise specified in the individual terms