

Terms of Services

1. Introduction

- 1.1 These Terms of Services (“Terms”) shall govern the access and use of Services from Hawk courses. By accessing and using the Services, you acknowledge that you have read, fully understood and accepted these Terms.

2. Definitions And Interpretations

- 2.1 Throughout these Terms, unless the context otherwise requires, the following words and expressions shall bear the following meanings:

(a) “Fees” means the fee payable by Customer to Hawk courses for access to the Services;

(b) “Intellectual Property Rights” means any or all of the following:

(i) the copyright in and to computer programs (object and source code) and copyright in and to the images displayed on the screen and the sounds produced including all possible combinations and sequences thereof and the underlying script for the same;

(ii) the trademark for the artwork including but not limited to pictorial, graphic, visual, audio, audio–visual, digital, literary, animated, sculptural or any type of creations, applications, animation, drawings, designs, sketches, visual effects shot logs and character profiles;

(iii) all trade secrets and know–how;

(iv) software and web portals; and

(v) patents and patents applications;

Whether or not now existing and whether or not registered or registrable and includes any rights to apply for the registration of such rights and includes all renewals and extensions;

(c) “Order Form” means the ordering document made by you on Hawk courses’ website and online portal specifying:

(i) the Services purchased;

(ii) Fees payable by you to Hawk courses for the provision of the Services;

(iii) the subscription period of the Services to be provided by Hawk courses to you;

(iv) billing and payment information; and

- (v) any other applicable details regarding your purchase of the Services;
- (d) “Recurring Subscription” means Services that are subject to automatic renewal; and
- (e) “Services” means the online courses available on Hawk courses’ website and online platform that may be purchased through the same.

3. Fees

- 3.1 You may subscribe to the Services through Hawk courses’ website and online platform. Once you have placed the Order Forms, you shall pay the specified Fees outlined in one or more Order Forms. Additional orders or renewals beyond the initial subscription period, as indicated in the Order Form, will be subject to the standard subscription Fees prevailing at the time of purchase. If you fail to make timely payments for the Fees, Hawk courses retains the right to impose interest at the higher of 1.5% per month or the maximum allowed by law. You shall be liable for covering all third-party collection costs in such cases.
- 3.2 To the extent that the Service or any portion thereof is made available for any Fees, you will be required to:
 - (a) either make a one-time payment or select a subscription plan for the Recurring Subscription (if applicable), and
 - (b) provide us with information regarding your credit card or any other payment instrument.
- 3.3 You represent and warrant to us that the payment information is true and that you are authorised to use the payment instrument. You will promptly update your account information with any changes (e.g. any change in your billing address or credit card expiration date) that may occur. You agree to pay us the Fees that are specified in the subscription plan in accordance with the terms of such subscription plan and these Terms. You hereby authorise us to bill your payment instrument in accordance with the terms of the applicable subscription plan until you terminate your account, and you further agree to pay any Fees incurred . You shall be responsible for all taxes applicable to your purchase of the Service.
- 3.4 Clause 3.4 to Clause 3.7 is only applicable for Recurring Subscription. In the event that we are unable to charge your account as authorised by you when you purchased a Recurring Subscription, we may, at our sole discretion :
 - (a) bill you for the Services and suspend your access to the Service until payment is received; and
 - (b) suspend the Services to you if we have made three unsuccessful attempts to charge your account.
- 3.5 We may update the price of Recurring Subscription from time to time and will notify you in advance of any updated price. Any updated price for Recurring Subscription will take effect at the next applicable subscription period

following the date on which we notify you of the updated price. You accept the updated price by continuing your Recurring Subscription after the updated price takes effect. If you do not agree to the updated price, you must cancel your Recurring Subscription before the updated price takes effect. You agree that you are responsible for carefully reading any notification from us in relation to any updated price.

- 3.6 Fees paid are non-refundable and there are no refunds or credits given for any partially used subscription plans. You may cancel a Recurring Subscription at any time, but if you cancel your Recurring Subscription before the end of the current subscription period, we will not refund (fully or partially) any Fees already paid to us. Following any such cancellation, however, you will continue to have access to the Service until the end of the current subscription period. At any time, and for any reason, we may at our sole discretion provide a refund, discount, or other consideration to some or all of our users. Notwithstanding any provision by us of such refund, discount or other consideration in any particular instance, we are under no obligation to provide such refund, discount or other consideration again under any circumstance.
- 3.7 You may cancel your Recurring Subscription either by sending an email to us or through your account page. Upon cancellation of your Recurring Subscription, you will continue to have access to the Service until the end of the current subscription period and thereafter your account will be terminated. You agree that we are under no obligation to assist you in preserving any data and/or other information in relation to your account prior to its termination .

4. Term and Termination.

- 4.1 These Terms will commence and be binding on you on the date of the initial Order Form and will remain in effect until all Order Forms have either expired or been terminated. For Recurring Subscription, the subscription period will automatically renew unless either party terminates it by providing at least 30 days written notice before the end of the subscription period.
- 4.2 In any event, where a party is in breach of these Terms or any relevant Order Forms, the other party may give the other party notice in writing to terminate these Terms and any relevant Order Forms, of which termination will take effect 30 days after the termination notice. If you terminate this Terms or any Order Form due to a substantial breach by Hawk courses, you will be entitled to a pro-rated refund for Service. The parties agree that provisions intended to survive termination, as per their nature, will continue to be in effect despite the cause of termination.

5. Intellectual Property Rights

- 5.1 All Intellectual Property Rights and other intellectual property rights in Hawk courses' website and Services shall remain at all times the sole and exclusive property of Hawk courses and/or its third party service providers and/or Hawk courses' licensors. Any usage of intellectual property rights of Hawk courses' third party service providers and/or Hawk courses' licensors shall be subject to the terms and conditions provided by such providers.
- 5.2 Subject to the terms and conditions in these Terms, Hawk courses grants you a non-exclusive, revocable and non-transferable license to access to access the Services. You only have the license to access the Services in accordance

with these Terms and shall not have any rights in relation to any of the Intellectual Property Rights.

5.3 You undertake not to:

- (a) copy, reproduce, translate, duplicate, use, enhance, decompile, decode, disassemble, distribute, sell, transmit, lend, pledge, transfer, alter, tamper, amend, modify, reverse engineer, sub-license the Services or any Intellectual Property Rights or its source code;
- (b) publish, distribute, and make available to third parties any information related to the Services or any Intellectual Property Rights;
- (c) remove or destroy any copyright notices of the Services or any Intellectual Property Rights;
- (d) use, recreate, copy, redistribute any of Hawk courses', Hawk courses' third party service providers, or Hawk courses' licensors' Intellectual Property Rights;
- (e) carry out any data collection, or use data mining, screen-scraping, optical recognition software, image makers, artificial intelligence, automated programs or other similar data gathering and extraction tools on the Services;
- (f) attempt to gain or allow unauthorised access to the Services or any Intellectual Property Rights;
- (g) upload or transmit computer viruses or other programs to disrupt or destroy the normal operation of the Services;
- (h) Use the Services in any manner not permitted by these Terms.

5.4 The license granted in Clause 5.2 shall be revoked immediately and you undertake not to access the Services any further if:

- (a) your account has been terminated;
- (b) You have breached any material terms and conditions of this Terms.

5.5 You shall immediately notify Hawk courses any violation of Hawk courses', Hawk courses' third party service providers, or Hawk courses' licensors Intellectual Property Rights.

6. Risk Disclosure And Acknowledgement

6.1 You acknowledge and accept that:

- (a) all Services available on Hawk courses' website shall not constitute as:
 - (i) a solicitation or offer for any financial products, trading instruments or any financial services; and

- (ii) as investment advice, investment recommendation, solicitation or offer for any investment;
 - (b) Hawk courses reserve the right to alter or suspend, either temporarily or permanently, the Services and website without prior notice. You acknowledge that Hawk courses shall not be responsible to you or any third party for any adjustments, interruptions, or terminations of the Service and website;
 - (c) The discussions and information provided through the mentioned resources are solely for educational and informational purposes. You recognize and consent that these discussions and shared information reflect individual opinions and should not be construed as investment recommendations or advice. You shall be responsible for conducting your thorough research before making any investment decisions;
 - (d) you are financially willing and capable of assuming the risk of trading in speculative investments;
 - (e) you are solely responsible for any profit or loss from the investment or trading decisions made;
 - (f) your investment decisions will be based solely on his evaluation of the market, financial circumstances and investment objectives wherein you undertake not to hold Hawk courses liable for any trading loss incurred;
 - (g) past performance of an investment is not an indication of its performance in the future;
 - (h) Hawk courses shall not be liable for any loss or damages caused by failure, delay, interruption, malfunction in information, communication, or electronic systems, save for gross negligence or willful default by Hawk courses; and
 - (i) Hawk courses does not provide any form of warranty, whether implied, express, or statutory, including but not limited to warranties of ownership, non-infringement, satisfactory quality, suitability, eligibility, repayment, returns, results, or debt collection. Nor do Hawk courses warrants that the Services, website, software and hardware will be free of bugs, errors, viruses or other defects.
- 6.2 In respect of third party's content, websites and services, you acknowledge that:
- (a) Hawk courses shall not be liable for any loss or damages suffered by you from your use or reliance on any third party content, websites and services;
 - (b) Hawk courses does not endorse any third party content, websites and services, and does not represent or warrant the accuracy and completeness of such content, websites and services; and
 - (c) You shall access and use the third party content, websites and services at your own risk and discretion.

7. Suspension And Termination Of Services By Hawk courses

7.1 Hawk courses reserves the right to suspend or terminate your access to the Services immediately, and take any actions deemed necessary in any of the following events:

- (a) you breach or you are in suspicion of breaching these Terms and the relevant Order Forms;
- (b) you have engaged in, promoting, advertising, or soliciting any business activity, either directly or indirectly, that competes with us or any of our affiliated products and services.;
- (c) You have committed or alleged to have committed any fraudulent, abusive or illegal activity.

7.2 In any event, Hawk courses suspend or terminate your account in accordance with clause 7.1, you acknowledge that Hawk courses shall not be liable to you or any third party for exercising such rights and there will be no partial or full refund for any Fees paid for the Services.

8. Exclusion And Limitation Of Liabilities

8.1 The contents, website and Services shall be provided on “as is, where is” basis. Hawk courses makes no express or implied representations or warranties:

- (a) as to the availability, accuracy or completeness of the Services, website and content by Hawk courses and other service providers;
- (b) that the contents, website and Services by Hawk courses and other service providers shall or will be uninterrupted, error-free, or available at all times;
- (c) that the contents, website and Services by Hawk courses and other service providers are free from viruses, bugs or anything else with destructive properties;
- (d) as to the services or software provided by Hawk courses’ third party service providers, Hawk courses’ licensors or Hawk courses’ outsourced parties;
- (e) As to the hyperlinks on Hawk courses’ website linking to other third party website.

8.2 Hawk courses shall not be liable for any direct, indirect, consequential, incidental loss, loss of profits, loss of goodwill, reputational damage and loss of opportunity as a result of (including but not limited to) the following:

- (a) any item in clause 8.1 and this Terms;
- (b) any viruses or security breaches introduced into your equipment or systems via Hawk courses’ website or any software published, provided that Hawk courses has taken reasonable steps to prevent any such

introduction;

- (c) transmission errors, delay, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers;
- (d) accuracy, completeness or delay of the information or advice provided by a third party;
- (e) Hawk courses' compliance with the applicable statutes and regulations;
- (f) unauthorised access to your account or personal data due to your negligence or malicious third parties;
- (g) any investments, expenditures, commitments or third party services engaged by you in connection with this Terms or your access to Services;
- (h) any alteration, deletion, or damage to your data storage;
- (i) any inaccuracy, error, delay, omission, non-performance, interruption in any data, information or message;
- (j) any improper or unlawful third-party act including but not limited to theft, fraud, hacking, unauthorized access or hardware, software, or connection bugs from your side;
- (k) solvency, acts or omissions of any Hawk courses' licensors, providers or related companies;
- (l) any of the risks and warnings introduced to you in these Terms;
- (m) your use or reliance on the information and material contained in Hawk courses' website, content or Services; and
- (n) Any cause beyond our reasonable control and the effect of which is beyond our reasonable control to avoid.

9. Indemnification

- 9.1 Save as otherwise expressly provided herein, you agree and undertake with Hawk courses to indemnify and hold Hawk courses, Hawk courses' related companies, licensors, third party service providers, affiliates, payment services providers, payment gateway providers and their respective banking services providers, harmless from and against any damage or loss suffered, incurred or sustained by that Hawk courses, or to which that Hawk courses becomes subject, resulting from, arising out of or relating to any misrepresentation, breach of warranty or non-fulfilment of or failure to perform any covenant or obligation contained in these Terms by you.
- 9.2 You acknowledge that this responsibility shall include but not be limited to any legal and administrative costs and expenses incurred.

10. Governing Law And Jurisdiction

- 10.1 All disputes or differences which shall at any time arise between the parties concerning this Terms or its construction, or the effect or the rights, duties or liabilities of the parties under it, or any other matter in any way connected with or arising out of the subject matter of this Terms shall be referred to a single arbitrator to be agreed upon by the parties, or in default of agreement to be nominated by the Director for the time being of the Hong Kong International Arbitration Centre in accordance with the Arbitration Ordinance.
- 10.2 These Terms shall be governed by and construed in all respects in accordance with the laws of Hong Kong, and the parties agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

11. Miscellaneous

- 11.1 You accept and understand that Hawk courses is entitled to amend these Terms at any time by publishing an amended Term on the website (“Amendments”). The Amendments shall supersede the relevant terms and conditions of the previous agreement.
- 11.2 The Amendments shall become effective upon publishing on the website you shall be deemed to accept the Amendments unless Hawk courses receives a written notice of your disapproval within thirty calendar days from the date of notification. In such case, the Amendments shall not be binding on you, but your access to the Services will be suspended within fourteen calendar days and the termination will take effect in accordance with clause 4.
- 11.3 No exercise or failure to exercise or delay in exercising any right, power or privilege vested in any party shall operate as a waiver thereof or of any other right, power or privilege, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Any waiver by a party of a breach of any provision of this Terms shall not be considered as a waiver of any subsequent breach of the same or any other provision hereof.
- 11.4 If any provision of these Terms or the application thereof to any situation or circumstance shall be invalid or unenforceable, the remainder of these Terms shall not be affected, and each remaining provision shall be valid and enforceable to the fullest extent. In the event of such partial invalidity, the Parties agree in good faith to replace any such legally invalid or unenforceable provision with valid and enforceable provisions that, from an economic viewpoint, most nearly and fairly approach the effect of the invalid or unenforceable provision.
- 11.5 These Terms constitutes the entire understanding and agreement between the parties and supersedes all negotiations, commitments and writings before the date hereof pertaining to the subject matter of these Terms.

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