

# Terms of Service

Please read these Terms of Service ( "Terms" ) carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using the services of MR LIBRARY LIMITED and its affiliates ( "MRL" ), you agree to comply with and be bound by these Terms.

Please note: Section 19 of these Terms contains an arbitration clause and class action waiver that applies to all MRL Members. If your country of residence is the Hong Kong, this provision applies to all disputes with MRL. If your country of residence is outside of the Hong Kong, this provision applies to any action you bring against MRL in the Hong Kong. It affects how disputes with MRL are resolved. By accepting these Terms, you agree to be bound by this arbitration clause and class action waiver. Please read it carefully.

Last Updated: 1 January, 2021

Thank you for using MRL!

These Terms constitute a legally binding agreement ("**Agreement**") between you and MRL governing your access to and use of the MRL website, including any subdomains thereof, and any other websites through which MRL makes its services available (collectively, "**Site**"), our mobile, tablet and other smart device applications, and application program interfaces (collectively, "**Application**") and all associated services (collectively, "**MRL Services**"). The Site, Application and MRL Services together are hereinafter collectively referred to as the "**MRL Platform**". Our Policies and other terms of services applicable to your use of the MRL Platform form a part of this Agreement.

When these Terms mention "**MRL**," "**we**," "**us**," or "**our**," it refers to the MRL company you are contracting with. Your contracting entity will generally be determined based on your country of residence or establishment.

If you change your country of residence or establishment, the MRL company you contract with will be determined by your new country of residence or establishment, from the date on which your country of residence changes.

Our collection and use of personal information in connection with your access to and use of the MRL Platform is described in our Privacy Policy.

Any and all payment processing services through or in connection with your use of the MRL Platform ("**Payment Services**") are provided to you by one or more MRL Payments entities (individually and collectively, as appropriate, "**MRL Payments**") as set out in the Payments Terms of Service ("**Payments Terms**").

Professional services entities and individual professionals (the "**Professionals**" ) alone are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to their *Services* (as defined below). In many cities, Professionals may have to register, get a permit or obtain a license before providing certain Services (for example auditing, corporate secretarial and trust related services). Professionals are alone responsible for identifying and obtaining any required licenses, permits, or registrations for any Services they offer. Certain types of Services may be prohibited altogether. Penalties may include fines or other enforcement. It is the Professionals sole responsibility to identify some of the obligations that apply to you. If you have questions about how local laws apply to your Services provided / to be provided on MRL Platform, you should always seek legal guidance.

## **Table of Contents**

1. Scope of MRL Services
2. Eligibility, Using the MRL Platform, Member Verification
3. Modification of these Terms
4. Account Registration
5. Content
6. Service Fees
7. Terms specific for Professionals
8. Terms specific for Services users
9. Engagement Modifications, Cancellations and Refunds, Resolution Center
10. Ratings and Reviews
11. Damage, Disputes between parties
12. Rounding off, Currency conversion
13. Taxes
14. Prohibited Activities
15. Term and Termination, Suspension and other Measures
16. Disclaimers

- 17. Liability
- 18. Indemnification
- 19. Dispute Resolution
- 20. Feedback
- 21. Applicable Law and Jurisdiction
- 22. General Provisions

## 1. Scope of MRL Services

1.1 The MRL Platform is an online marketplace that enables registered users ( "**Members**" ) and certain third parties who offer services (Members and third parties who offer services are Professionals and the services they offer are "**Professional Services**" ) to publish / agree to provide such Professional Services on the MRL Platform ( "**Listings**" ) and to communicate and transact directly with Members that are seeking to engage such Professional Services (Members / Professional using Professional Services are "**Guests**" ). Professional Services may include the offering of services and advices on audit and assurance, tax, accounting, advisory, corporate secretarial and corporate governance related matters.

1.2 Professionals alone are responsible for their Listings and Professionals Services. When Members make or accept an engagement, they are entering into a contract directly with each other. MRL is not and does not become a party to or other participant in any contractual relationship between Members, nor is MRL an insurer. MRL is not acting as an agent in any capacity for any Member, except as specified in the Payments Terms.

1.3 While we may help facilitate the resolution of disputes, MRL has no control over and does not guarantee (i) the existence, quality, safety, suitability, or legality of any Listings or Professional Services, (ii) the truth or accuracy of any Listing descriptions, Ratings, Reviews, or other Member Content (as defined below, if any), or (iii) the performance or conduct of any Member, Professionals or third party. MRL does not endorse any Member, Listing or Professional Services. Any references to a Member being "verified" (or similar language) only indicate that the Member has completed a relevant internal verification or identification process and nothing else. Any such description is not an endorsement, certification or guarantee by MRL about any Member / Professional including of their identity or background or whether the Member / Professional is trustworthy, safe or suitable. You should always exercise due diligence and care

when deciding whether to enter in engagement / contract in the Professional Services or related activities, or communicate and interact with other Members / Professionals, whether online or in person. Verified Images (if any) and all description of the projects or Professionals or Professional Services are intended only to indicate a (photographic) representation of a Listing at the time (the photograph was taken), and are therefore not an endorsement by MRL of any Members / Professionals or Listing.

1.4 If you choose to use the MRL Platform as Professionals, your relationship with MRL is limited to being an independent, third-party contractor, and not an employee, agent, joint venturer or partner of MRL for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of MRL. MRL does not, and shall not be deemed to, direct or control you generally or in your performance under these Terms specifically, including in connection with your provision of the Professional Services. You acknowledge and agree that you have complete discretion whether to list Professional Services or otherwise engage in other business or employment activities. Professionals are holding sole liability and responsibility to fulfil or not beaching any agreement /contract they have or are or to be entered into between other individual or parties before and after accepting this Terms in relation to the provision of Professional Services, for example, individual Professionals are responsible to obtain their current employer' s or business partner' s approval / agreement on providing Professional Services before, and as the case may be, after accepting this Terms.

1.5 To promote the MRL Platform and to increase the exposure of Listings to potential Guests, Listings and other Member Content may be displayed on other websites, in applications, within emails, and in online and offline advertisements. To assist Members who speak different languages, Listings and other Member Content may be translated, in whole or in part, into other languages. MRL cannot guarantee the accuracy or quality of such translations and Members are responsible for reviewing and verifying the accuracy of such translations. The MRL Platform may contain translations powered by Google. Google disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and non-infringement.

1.6 The MRL Platform may contain links to third-party websites or resources ( "**Third-Party Services**" ). Such Third-Party Services may be subject to different

terms and conditions and privacy practices. MRL is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by MRL of such Third-Party Services.

1.7 Due to the nature of the Internet, MRL cannot guarantee the continuous and uninterrupted availability and accessibility of the MRL Platform. MRL may restrict the availability of the MRL Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the MRL Platform. MRL may improve, enhance and modify the MRL Platform and introduce new MRL Services from time to time.

## **2. Eligibility, Using the MRL Platform, Member Verification**

2.1 In order to access and use the MRL Platform or register an MRL Account you must be an individual at least 18 years old or a duly organized, validly existing business, organization or other legal entity in good standing under the laws of the country you are established and able to enter into legally binding contracts.

2.2 You will comply with any applicable export control laws in your local jurisdiction. You also represent and warrant that (i) neither you nor your Professional Service(s) are located or take place in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

2.3 MRL may make access to and use of the MRL Platform, or certain areas or features of the MRL Platform, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria, meeting Ratings or Reviews thresholds, or a Member' s engagement and cancellation history.

2.4 User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any Member' s / Professional' s identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Members / Professionals to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Members / Professionals, (ii) screen Members / Professionals

against third party databases or other sources and request reports from service providers, and (iii) where we have sufficient information to identify a Member / Professional, obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks in your local jurisdiction (if available).

2.5 The access to or use of certain areas and features of the MRL Platform may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions, before you can access the relevant areas or features of the MRL Platform. If there is a conflict between these Terms and terms and conditions applicable to a specific area or feature of the MRL Platform, the latter terms and conditions will take precedence with respect to your access to or use of that area or feature, unless specified otherwise in the latter terms and conditions.

2.6 If you access or download the Application from the Apple App Store, you agree to [Apple's Licensed Application End User License Agreement](#). Some areas of the MRL Platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to the [Google Maps/Google Earth Additional Terms of Service](#).

### **3. Modification of these Terms**

MRL reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the MRL Platform and update the "Last Updated" date at the top of these Terms. We will also provide you with notice of the modifications by email at least fourteen (14) days before the date they become effective. If you disagree with the revised Terms, you may terminate this Agreement with seven (7) days' notice. We will inform you about your right to terminate the Agreement in the notification email. If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the MRL Platform will constitute acceptance of the revised Terms.

### **4. Account Registration**

4.1 You must register an account ("**MRL Account**") to access and use certain features of the MRL Platform, such as publishing or booking a Listing, if any. If you are registering an MRL Account for a business, organization or other legal entity,

you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.

4.2 You can register an MRL Account using an email address and creating a password, or in certain cases, through your account with certain third-party social networking services, such as Facebook or Google ("**SNS Account**"). You have the ability to disable the connection between your MRL Account and your SNS Account at any time, by accessing the "Settings" section of the MRL Platform, if any.

4.3 You must provide accurate, current and complete information during the registration process and inform us of any update and keep your MRL Account and, public MRL Account profile page information up-to-date at all times, if any.

4.4 You may not register more than one (1) MRL Account unless MRL authorizes you to do so. You may not assign or otherwise transfer your MRL Account to another party.

4.5 You are responsible for maintaining the confidentiality and security of your MRL Account credentials and may not disclose your credentials to any third party. You must immediately notify MRL if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your MRL Account. You are liable for any and all activities conducted through your MRL Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials).

4.6 MRL may enable features that allow you to authorize other Members or certain third parties to take certain actions that affect your MRL Account. For example, we may enable Members to link their MRL Accounts to businesses and take actions for those businesses, we may enable eligible Members or certain third parties to engage Listings on behalf of other Members, or we may enable Professionals to add other Members as Co-Professionals (as defined below) to help manage their Listings. These features do not require that you share your credentials with any other person. No third party is authorized by MRL to ask for your credentials, and you shall not request the credentials of another Member.

## **5. Content**

5.1 MRL may, at its sole discretion, enable Members to (i) create, upload, post, send, receive and store content, such as documents, agreements, corporate records, text, photos, audio, video, or other materials and information on or through the MRL Platform ("**Member Content**"); and (ii) access and view Member Content and any content that MRL itself makes available on or through the MRL Platform, including proprietary MRL content and any content licensed or authorized for use by or through MRL from a third party ("**MRL Content**" and together with Member Content, "**Collective Content**").

5.2 The MRL Platform, MRL Content, and Member Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of the United States and other countries. You acknowledge and agree that the MRL Platform and MRL Content, including all associated intellectual property rights, are the exclusive property of MRL and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the MRL Platform, MRL Content or Member Content. All trademarks, service marks, logos, trade names, and any other source identifiers of MRL used on or in connection with the MRL Platform and MRL Content are trademarks or registered trademarks of MRL in the United States or /and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the MRL Platform, MRL Content, and/or Collective Content are used for identification purposes only and may be the property of their respective owners.

5.3 You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the MRL Platform or Collective Content, except to the extent you are the legal owner of certain Member Content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by MRL or its licensors, except for the licenses and rights expressly granted in these Terms.

5.4 Subject to your compliance with these Terms, MRL grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Application on your personal device(s); and (ii) access and view any Collective Content made available on or through the MRL Platform and accessible to you, solely for your personal and non-commercial use.

5.5 By creating, uploading, posting, sending, receiving, storing, or otherwise making available any Member Content on or through the MRL Platform, you grant to MRL a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such Member Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Member Content to provide and/or promote the MRL Platform, in any media or platform. Insofar as Member Content (including Verified Images) includes personal information, such Member Content will only be used for these purposes if such use complies with applicable data protection laws in accordance with our Privacy Policy. Unless you provide specific consent, MRL does not claim any ownership rights in any Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use or exploit your Member Content.

5.6 MRL may request Professionals and Members to express the scope of Professional Services they provide or needed. You are responsible for ensuring that your scope is true and accurate and you will stop using it on or through the MRL Platform if they no longer accurate, if you stop providing Professional Service, or if your MRL Account is terminated or suspended for any reason. You acknowledge and agree that MRL shall have the right to use any of the above said contents and in accordance with Section 5.5 for advertising, marketing and/or any other business purposes in any media or platform, whether in relation to your Listing or otherwise, without further notice or compensation to you. Where MRL is not the exclusive owner of such contents, by using such contents on or through the MRL Platform, you grant to MRL an exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to use such contents for advertising, marketing and/or any other business purposes in any media or platform, without further notice or compensation to you. MRL in turn grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to use such contents outside of the MRL Platform solely for your personal and non-commercial use.

5.7 You are solely responsible for all Member Content that you make available on or through the MRL Platform. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available on or through the MRL Platform or you have all rights, licenses, consents and releases that are necessary to grant to MRL the rights in and to such Member Content, as contemplated under these Terms; and (ii) neither the Member Content

nor your posting, uploading, publication, submission or transmittal of the Member Content or MRL's use of the Member Content (or any portion thereof) as contemplated under these Terms will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

5.8 You will not post, upload, publish, submit or transmit any Member Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person or animal; (v) promotes illegal or harmful activities or substances; or (vi) violates MRL's Content Policy or any other MRL policy. MRL may, without prior notice, remove or disable access to any Member Content that MRL finds to be in violation of applicable law, these Terms or MRL's then-current Policies or Standards, or otherwise may be harmful or objectionable to MRL, its Members, third parties, or properties.

5.9 MRL respects copyright law and expects its Members to do the same. If you believe that any content on the MRL Platform infringes copyrights you own, please notify us in accordance with our Copyright Policy.

## 6. Service Fees

6.1 MRL may charge fees to Professionals and/or Members / Guests ("**Guest Fees**") (collectively, "**Service Fees**") in consideration for the use of the MRL Platform. More information about when Service Fees apply and how they are calculated can be found on our Service Fees page.

6.2 Any applicable fees to be paid or received (including any applicable Taxes to MRL but excluding the applicable Taxes that apply to the Members / Professionals) will be displayed to a Professional or Guest prior to the provision of Professional Services. MRL reserves the right to change the Service Fees at any time, and will provide Members adequate notice of any fee changes before they become effective. Such fee changes will not affect any engagement made prior to the effective date of the fee change.

6.3 You are responsible for paying any Service Fees that you owe to MRL. The applicable Service Fees (including any applicable Taxes) are collected by MRL Payments. MRL Payments will deduct certain percentage of the Service Fees before remitting the payout to the Professionals. Any Guest Fees are included in the Total Fees collected by MRL Payments. Except as otherwise provided on the MRL Platform, all Fees in relation to the Services of MRL are non-refundable.

## 7. Terms specific for Professionals

### 7.1 Terms applicable to all Listings

7.1.1 When creating a Listing through the MRL Platform you must (i) provide complete and accurate information about your Professional Services (such as listing description, location, and calendar availability, expected completion date and relevant fees if any), (ii) disclose any deficiencies, restrictions (such as services rules) and requirements that apply (such as fitness requirements for an Experience) and (iii) provide any other pertinent information requested by MRL. You are responsible for keeping your Listing information (including calendar availability) up-to-date at all times.

7.1.2 You are solely responsible for setting a price (including any Taxes if applicable, or charges) for your Listing ( "**Listing Fee**" ). Once a Guest requests a booking of your Listing, you may not request that the Guest pays a higher price than in the booking request.

7.1.3 Any terms and conditions included in your Listing, in particular in relation to cancellations, must not conflict with these Terms or the relevant cancellation policy for your Listing.

7.1.4 Pictures, animations or videos (collectively, "**Images**") used in your Listings must accurately reflect the quality and condition of your Services. MRL reserves the right to require that Listings have a certain type of document(s) with minimum number of words / Images of a certain format, size and resolution.

7.1.5 The placement and ranking of Listings in search results on the MRL Platform, if any, may vary and depend on a variety of factors, such as Guest search parameters and preferences, Professionals requirements, price and calendar availability, number and quality of Images, customer service and cancellation history, Reviews and Ratings, type of Professional Service, and/or ease of booking.

7.1.6 When you accept or have pre-approved a booking request by a Guest, you are entering into a legally binding agreement with the Guest and are required to provide your Professional Service(s) to the Guest as described in your Listing when the booking request is made. You also agree to pay the applicable Professional Fee / Service Fees and any applicable Taxes.

7.1.7 MRL recommends that Professionals obtain appropriate insurance for their Professional Services. Please review any respective insurance policy carefully, and in particular make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of Guests (and the individuals the Guest has booked for, if applicable).

7.1.8 MRL is not and should not be a party of any agreement or contract in relation to the services provided by the Professional(s), Members / Guests engaging the services should enter into engagement letters / agreements with the Professional, MRL is not and should not be legally blinded by such engagement letters / agreements. While Professional which is a service company and a natural person Professional are invited the work together for providing service should have sole responsibilities to be aware of their engagement relationship which in particular may constitute an employment relationship under the Laws of Hong Kong or other applicable Laws / regulations / rules. MRL has no obligation and should be exclude from entering into the agreement / contact between them. MRL is not and has no obligation to conduct any reporting / statutory filing of the establishment of such relationship.

## 7.2 Listing

7.2.1 If allowed and you choose to require a security deposit for your Professional Services, you must specify this in your Listing ("**Security Deposit**"). Professionals are not allowed to ask for a Security Deposit (i) after a booking has been confirmed or (ii) outside of the MRL Platform.

7.2.2 You represent and warrant that any Listing you post and the booking of Professional Services will (i) not breach any agreements you have entered into with any third parties or other agreements, and (ii) comply with all applicable laws, Tax requirements, and other rules and regulations (including having all required permits, licenses and registrations). As a Professional, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who perform the Professional Services (including other individual

Professionals of the MRL Platform) at your request or invitation, excluding the Guest.

### 7.3 Co-Professionals

7.3.1 MRL may enable Professionals to authorize other Members ( "**Co-Professionals**" ) to administer the Professional Listing(s), and to bind the Professional and take certain actions in relation to the Listing(s) as permitted by the Professional , such as accepting booking requests, messaging and welcoming Guests, and updating the Listing Fee and calendar availability (collectively, "**Co-Professional Services**" ). Any agreement formed between Professional and Co-Professional may not conflict with these Terms, the Payments Terms, or any other Policies applicable to your Professional Service(s). Co- Professionals may only act in an individual capacity and not on behalf of a company or other organization, unless expressly authorized by MRL. MRL reserves the right, in our sole discretion, to limit the number of Co- Professional a Professional may invite for each Listing and to limit the number of Listings a Co- Professional may manage.

7.3.2 Professional should exercise due diligence and care when deciding who to add as a Co- Professional to their Listing(s). Professional remain solely responsible and liable for any and all Listings and Member Content published on the MRL Platform, including any Listing created by a Co- Professional on their behalf. Further, Professional remain responsible and liable for their own acts and omissions, including, but not limited to, conduct that causes harm or damage to the Co- Professional(s). Co- Professional remain responsible and liable for their own acts and omissions when engaging in their roles and responsibilities as a Co- Professional, including, but not limited to, conduct that causes harm or damage to the Professional. In addition, both Professional and Co- Professional are jointly responsible and severally liable for third party claims, including Guest claims, arising from the acts and omissions of the other person as related to Professional Services related activities, communications with Guests, and the provision of any Co- Professional Services.

7.3.3 Unless agreed otherwise by Professional and Co- Professional, Professional and Co- Professional may terminate the Co- Professional agreement at any time with the consent of MRL. In addition, both Professional and Co- Professional acknowledge that their Co- Professional relationship will terminate in the event that MRL (i) terminates the Co- Professional service or (ii) terminates either

party' s participation in the Co- Professional service. When the Co- Professional agreement is terminated, the Professional will remain responsible for all of the Co- Professional' s actions prior to the termination, including the responsibility to fulfill any pending or future bookings / Professional Services initiated prior to the termination. When a Member is removed as a Co- Professional, that Member will no longer have access to any Professional or Guest information related to the applicable Professional' s Listing(s).

7.3.4 As a Co- Professional, you will also be reviewed by Guests, meaning that your Co- Professional activities will affect your Reviews or Ratings for other Listings for which you are a Professional. Meanwhile, the Professional of such Listing(s) will be reviewed by Guests (including potentially on the basis of the Co- Professional' s conduct and performance). Professionals acknowledge that Reviews and Ratings from Guests for their Listing(s) may be impacted by a Co- Professional' s conduct and performance.

## **8. Terms specific for Guests**

### **8.1 Terms applicable to all bookings**

8.1.1 Subject to meeting any requirements (such as completing any verification processes) set by MRL and/or the Professional, you can book a Listing available on the MRL Platform by following the respective booking process. All applicable fees, including the Listing Fee, Security Deposit (if applicable), Guest Fee and any applicable Taxes (collectively, "**Total Fees**" ) will be presented to you prior to booking a Listing. You agree to pay the Total Fees for any booking requested in connection with your MRL Account.

8.1.2 Upon receipt of a booking confirmation from MRL, a legally binding agreement is formed between you and your Professional, subject to any additional terms and conditions of the Professional that apply, including in particular the applicable cancellation policy and any rules and restrictions specified in the Listing. MRL Payments will collect the Total Fees at the time of the booking request or upon the Professional' s confirmation pursuant to the Payments Terms. For certain bookings, Guests may be required to pay or have the option to pay in multiple installments.

8.1.3 If you book a Professional Service on behalf of additional guests, you are required to ensure that every additional guest meets any requirements set by the

Professional, and is made aware of and agrees to these Terms and any terms and conditions, rules and restrictions set by the Professional. If you are booking for an additional guest who is a minor, you represent and warrant that you are legally authorized to act on behalf of the minor.

## **9. Booking Modifications, Cancellations and Refunds**

9.1 Professionals and Guests are responsible for any modifications to a booking that they make via the MRL Platform or direct MRL customer service to make ("**Booking Modifications**"), and agree to pay any additional Listing Fees, Professional Fees, Guest Fees, Service Fees and/or Taxes associated with such Booking Modifications.

9.2 Guests can cancel a confirmed booking at any time before entering into engagement agreement with the Professionals, and MRL Payments will refund the amount of the relevant Fees due to the Guest, with a HK\$100 or equivalent be deducted as administration fee of MRL.

9.3 If a Professional cancels a confirmed booking, the Guest will receive a full refund of the Total Fees for such booking. In some instances, MRL may allow the Guest to apply the refund to a new booking, in which case MRL Payments will credit the amount against the Guest' s subsequent booking at the Guest' s direction. Further, MRL may or may not publish an review on the Listing cancelled by the Professionals indicating that a booking was cancelled. In addition, MRL may impose a cancellation fee of HKD300 or equivalent, unless the Professional has a valid reason for cancelling the booking or has legitimate concerns about the Guest' s behavior.

9.4 If weather poses a safety risk to Guests / Professionals, or if it prevents a Professional from carrying out a Professional Service that takes place primarily outdoors, Professionals Services completion date may be affected, it will be the Guest and Professionals responsibilities to come to an agreement on new service scope in particular the completion date.

9.5 In certain circumstances, MRL may decide, in its sole discretion, that it is necessary to cancel a pending or confirmed booking and initiate corresponding refunds and payouts. This may be for reasons (i) where MRL believes in good faith, while taking the legitimate interests of both parties into account, this is necessary to avoid significant harm to MRL, other Members, third parties or property, or (ii) for any of the reasons set out in these Terms.

## **10. Ratings and Reviews**

10.1 Within a certain timeframe after completing a booking, Guests and Professionals can leave a review ( **“Review”** ) and submit a star rating ( **“Rating”** ) about each other. Ratings or Reviews reflect the opinions of individual Members and do not reflect the opinion of MRL. Ratings and Reviews are not verified by MRL for accuracy and may be incorrect or misleading.

10.2 Ratings and Reviews by Guests and Professionals must be accurate and may not contain any offensive or defamatory language. Ratings and Reviews are subject to Section 5 and must comply with MRL’ s Content Policy.

10.3 Members are prohibited from manipulating the Ratings and Reviews system in any manner, such as instructing a third party to write a positive or negative Review about another Member.

10.4 Ratings and Reviews may form part of a Member’ s public profile and may also be surfaced elsewhere on the MRL Platform (such as the Listing page) together with other relevant information such as number of bookings, number of cancellations, average response time and other information.

## **11. Damage, Disputes between Members**

11.1 You are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you invite to, or otherwise provide access to, the services of MRL and the Professional Services.

11.2 Any damage, disputes between Members / Professionals in relation to the Professional Services should exclude MRL as a party of the damage / disputes. MRL has no responsibility to ensure the agreement made between Members / Professionals are fully fulfilled and complied.

11.3 Members / Professionals agree to cooperate with and assist MRL in good faith, and to provide MRL with such information and take such actions as may be reasonably requested by MRL, in connection with any damage claims or other complaints or claims made by Members / Professionals relating to the Professional Services. A Member shall, upon MRL's reasonable request and at no cost to the Member / Professional, participate in mediation or a similar resolution process with another Member / Professional, which process will be conducted by

MRL or a third party selected by MRL or its insurer, with respect to losses for which a Member / Professional is requesting payment from MRL.

## 12. Rounding off

MRL generally supports payment amounts that are payable from or to Guests or Professionals to the smallest unit supported by a given currency (i.e., U.S. cents, Euro cents or other supported currencies). Where MRL's third-party payment services provider does not support payments in the smaller unit supported by a given currency, MRL may, in its sole discretion, round up or round down the displayed amounts that are payable from or to Guests or Professionals to the nearest whole functional base unit in which the currency is denominated (i.e. to the nearest dollar, Euro or other supported currency); for example, MRL may round up an amount of \$101.50 to \$102.00, and round down an amount of \$101.49 to \$101.00.

## 13. Taxes

13.1 As a Professional you are solely responsible for determining your obligations to report, collect, remit or include in your Listing Fees any applicable VAT or other indirect sales taxes, taxes applicable to you ("**Taxes**").

13.2 Tax regulations may require us to collect appropriate Tax information from Professionals, or to withhold Taxes from payouts to Professionals, or both. If a Professional fails to provide us with the required documentation under applicable law (e.g., a tax number) that we determine to be sufficient to alleviate our obligation (if any) to withhold Taxes from payouts to you, we reserve the right to withhold payouts up to the tax-relevant amount as required by law, until resolution.

13.3 You understand that any appropriate governmental agency, department and/or authority ("**Tax Authority**") where you are located may require Taxes to be collected from Guests or Professionals on Listing Fees, and to be remitted to the respective Tax Authority. The laws in jurisdictions may vary, but these Taxes may be required to be collected and remitted as a percentage of the Listing Fees set by Professionals.

13.4 In certain jurisdictions, MRL may decide in its sole discretion to facilitate collection and remittance of Taxes from or on behalf of Guests or Professionals, in

accordance with these Terms ("**Collection and Remittance**") if such jurisdiction asserts MRL or Professionals have a Tax collection and remittance obligation. In any jurisdiction in which we decide to facilitate direct Collection and Remittance, you hereby instruct and authorize MRL (via MRL Payments) to collect Taxes on your behalf, and to remit such Taxes to the Tax Authority. In other jurisdictions MRL may decide in its sole discretion to collect Taxes and remit such Taxes to eligible and qualifying Professionals, based on tax information supplied by the Professional, for ultimate reporting and remittance by such Professional to the Tax Authority ( "**Pass-Through Tax Feature**" ). Such Professionals using the Pass-Through Tax Feature will be solely responsible for informing MRL about the correct Tax amount to be collected from the Guest in accordance with applicable law and directly remitting the Taxes to the relevant Tax Authority. MRL does not assume any liability for the failure of a participating Professionals to comply with any applicable tax reporting or remittance obligations.

13.5 You agree that any claim or cause of action relating to MRL's facilitation of Collection and Remittance of Taxes shall not extend to any supplier or vendor that may be used by MRL in connection with facilitation of Collection and Remittance, if any. Guests and Professionals agree that we may seek additional amounts from you in the event that the Taxes collected and/or remitted are insufficient to fully discharge your obligations to the Tax Authority, and agree that your sole remedy for Taxes collected is a refund of Taxes collected by MRL from the applicable Tax Authority in accordance with applicable procedures set by that Tax Authority.

13.6 MRL reserves the right to cease the Collection and Remittance in any jurisdiction for any reason at which point Professionals and Guests are solely responsible and liable for the collection and/or remittance of any and all Taxes that may apply in that jurisdiction.

## **14. Prohibited Activities**

14.1 You are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the MRL Platform. In connection with your use of the MRL Platform, you will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms, Policies or Standards;

- use the MRL Platform or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies MRL endorsement, partnership or otherwise misleads others as to your affiliation with MRL;
- copy, store or otherwise access or use any information, including personally / corporate identifiable information about any other Member / Professionals, contained on the MRL Platform or outside the LirbraryStone where the engagement is through MRL Platform, in any way that is inconsistent with MRL's Privacy Policy or these Terms or that otherwise violates the privacy rights of Members or third parties;
- use the MRL Platform in connection with the distribution of unsolicited commercial messages ("spam");
- offer, as a Professional, any Professional Services that you do not yourself perform or have permission to make available through the MRL Platform;
- unless MRL explicitly permits otherwise, book any Listing if you will not actually be using the Professional Services yourself;
- contact another Member for any purpose other than asking a question related to your own booking, Listing, or the Member's use of the MRL Platform, including, but not limited to, recruiting or otherwise soliciting any Member to join third-party services, applications or websites, without our prior written approval;
- use the MRL Platform to request, make or accept a booking independent of the MRL Platform, to circumvent any Service Fees or for any other reason;
- request, accept or make any payment for Listing Fees outside of the MRL Platform or MRL Payments. If you do so, you acknowledge and agree that you: (i) would be in breach of these Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold MRL harmless from any liability for such payment;
- discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any violent, harmful, abusive or disruptive behavior;
- misuse or abuse any Listings or services associated with the MRL as determined by MRL in its sole discretion.
- use, display, mirror or frame the MRL Platform or Collective Content, or any individual element within the MRL Platform, MRL's name, any MRL trademark, logo or other proprietary information, or the layout and design

of any page or form contained on a page in the MRL Platform, without MRL's express written consent;

- dilute, tarnish or otherwise harm the MRL brand in any way, including through unauthorized use of Collective Content, registering and/or using MRL or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to MRL domains, trademarks, taglines, promotional campaigns or Collective Content;
- use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the MRL Platform for any purpose;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by MRL or any of MRL's providers or any other third party to protect the MRL Platform;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the MRL Platform;
- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the MRL Platform;
- export, re-export, import, or transfer the Application except as authorized by Laws of Hong Kong or / and United States law, the export control laws of your jurisdiction, and any other applicable laws; or
- violate or infringe anyone else's rights or otherwise cause harm to anyone.

14.2 You acknowledge that MRL has no obligation to monitor the access to or use of the MRL Platform by any Member or to review, disable access to, or edit any Member Content, but has the right to do so to (i) operate, secure and improve the MRL Platform (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Members' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) respond to Member Content that it determines is harmful or objectionable; or (v) as otherwise set forth in these Terms. Members agree to cooperate with and assist MRL in good faith, and to provide MRL with such information and take such actions as may be reasonably requested by MRL with respect to any investigation

undertaken by MRL or a representative of MRL regarding the use or abuse of the MRL Platform.

14.3 If you feel that any Member you interact with, whether online or in person, is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to MRL by contacting us with your police station and report number (if available). You agree that any report you make will not obligate us to take any action (beyond that required by law, if any).

## **15. Term and Termination, Suspension and other Measures**

15.1 This Agreement shall be effective for a 30-day term, at the end of which it will automatically and continuously renew for subsequent 30-day terms until such time when you or MRL terminate the Agreement in accordance with this provision.

15.2 You may terminate this Agreement at any time by sending us an email. If you cancel your MRL Account as a Professional, any confirmed booking(s) will be automatically cancelled and your Guests will receive a full refund. If you cancel your MRL Account as a Guest, any confirmed booking(s) will be automatically cancelled and any refund will depend upon the cost of MRL administration.

15.3 Without limiting our rights specified below, MRL may terminate this Agreement for convenience at any time by giving you fourteen (14) days' notice via email to your registered email address.

15.4 MRL may immediately, without notice, terminate this Agreement and/or stop providing access to the MRL Platform if (i) you have materially breached your obligations under these Terms, the Payments Terms, our Policies or Standards, (ii) you have violated applicable laws, regulations or third party rights, or (iii) MRL believes in good faith that such action is reasonably necessary to protect the personal safety or property of MRL, its Members, or third parties (for example in the case of fraudulent behavior of a Member).

15.5 In addition, MRL may take any of the following measures (i) to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body, or if (ii) you have breached these Terms, the Payments Terms, our Policies or Standards, applicable laws,

regulations, or third party rights, (iii) you have provided inaccurate, fraudulent, outdated or incomplete information during the MRL Account registration, Listing process or thereafter, (iv) you and/or your Listings or Professional Services at any time fail to meet any applicable quality or eligibility criteria, (v) you have repeatedly received poor Ratings or Reviews or MRL otherwise becomes aware of or has received complaints about your performance or conduct, (vi) you have repeatedly cancelled confirmed bookings or failed to respond to booking requests without a valid reason, or (vii) MRL believes in good faith that such action is reasonably necessary to protect the personal safety or property of MRL, its Members, or third parties, or to prevent fraud or other illegal activity:

- refuse to surface, delete or delay any Listings, Ratings, Reviews, or other Member Content;
- cancel any pending or confirmed bookings;
- limit your access to or use of the MRL Platform;
- temporarily or permanently revoke any special status associated with your MRL Account;
- temporarily or in case of severe or repeated offenses permanently suspend your MRL Account and stop providing access to the MRL Platform.

In case of non-material breaches and where appropriate, you will be given notice of any intended measure by MRL and an opportunity to resolve the issue to MRL's reasonable satisfaction.

15.6 If we take any of the measures described above (i) we may refund your Guests in full for any and all confirmed bookings that have been cancelled, and (ii) you will not be entitled to any compensation for pending or confirmed bookings that were cancelled.

15.7 When this Agreement has been terminated, you are not entitled to a restoration of your MRL Account or any of your Member Content. If your access to or use of the MRL Platform has been limited or your MRL Account has been suspended or this Agreement has been terminated by us, you may not register a new MRL Account or access and use the MRL Platform through an MRL Account of another Member.

15.8 Sections 5 and 16 to 22 of these Terms shall survive any termination or expiration of this Agreement.

## **16. Disclaimers**

If you choose to use the MRL Platform or Collective Content, you do so voluntarily and at your sole risk. The MRL Platform and Collective Content is provided “as is” , without warranty of any kind, either express or implied.

You agree that you have had whatever opportunity you deem necessary to investigate the MRL Services, laws, rules, or regulations that may be applicable to your Listings and/or Professional Services you are receiving and that you are not relying upon any statement of law or fact made by MRL relating to a Listing.

If we choose to conduct identity verification or background checks on any Member, to the extent permitted by applicable law, we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by a Member or guarantee that a Member will not engage in misconduct in the future.

You agree that some Professional Services, or the Group Payment Service may carry inherent risk, and by participating in such services, you choose to assume those risks voluntarily. And you freely and willfully assume those risks by choosing to participate in those Professional Services. You assume full responsibility for the choices you make before, during and after your participation in a Professional Service or the Group Payment Service. If you are bringing a minor as an additional guest, you are solely responsible for the supervision of that minor throughout the duration of your Professional Service and to the maximum extent permitted by law, you agree to release and hold harmless MRL from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to that minor during the Professional Service or in any way related to your Professional Service.

The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by law.

## **17. Liability**

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the MRL Platform and Collective Content, your publishing or booking of any Listing via the MRL Platform, your use of any Professional Service, participation in the Group Payment Service, or any other interaction you have with other Members whether in person or online remains with you. Neither MRL nor any other party involved in creating,

producing, or delivering the MRL Platform or Collective Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) from the use of or inability to use the MRL Platform or Collective Content, (iii) from any communications, interactions or meetings with other Members or other persons with whom you communicate, interact or meet with as a result of your use of the MRL Platform, or (iv) from your publishing or booking of a Listing, including the provision or use of a Listing' s Professional Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not MRL has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. Except for our obligations to pay amounts to applicable Professionals pursuant to these Terms, in no event will MRL' s aggregate liability arising out of or in connection with these Terms and your use of the MRL Platform including, but not limited to, from your publishing or booking of any Listings via the MRL Platform, or from the use of or inability to use the MRL Platform or Collective Content and in connection with any Professional Services, the Group Payment Service, or interactions with any other Members, exceed the amounts you have paid or owe for bookings via the MRL Platform as a Guest in the twelve (12) month period prior to the event giving rise to the liability, or if you are a Professional, the amounts paid by MRL to you in the twelve (12) month period prior to the event giving rise to the liability, or eight hundred HK dollars (HKD800), if no such payments have been made, as applicable. The limitations of damages set forth above are fundamental elements of the basis of the bargain between MRL and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you. If you reside outside of the U.S., this does not affect MRL' s liability for death or personal injury arising from its negligence, nor for fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

## **18. Indemnification**

To the maximum extent permitted by applicable law, you agree to release, defend (at MRL' s option), indemnify, and hold MRL and its affiliates and subsidiaries, including but not limited to, MRL Payments, and their officers, directors,

employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Terms or our Policies or Standards, (ii) your improper use of the MRL Platform or any MRL Services, (iii) your interaction with any Member, using of Professional Services, participation in the Group Payment Service, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, stay, participation or use, (iv) MRL' s collection and remittance of Taxes, or (v) your breach of any laws, regulations or third party rights.

## **19. Dispute Resolution and Arbitration Agreement**

19.1 This Dispute Resolution and Arbitration Agreement shall apply if your (i) country of residence or establishment is in the Hong Kong or United States; or (ii) your country of residence or establishment is not in the Hong Kong or United States, but bring any claim against MRL in Hong Kong or United States (to the extent not in conflict with Section 21).

19.2 *Overview of Dispute Resolution Process.* MRL is committed to participating in a consumer-friendly dispute resolution process. To that end, these Terms provide for a two-part process for individuals to whom Section 19.1 applies: (1) an informal negotiation directly with MRL' s customer service team, and (2) a binding arbitration administered in Hong Kong or in United States, a binding arbitration administered by the American Arbitration Association ( "AAA" ) using its specially designed Consumer Arbitration Rules (as modified by this Section 19 and except as provided in Section 19.6). Specifically, the Consumer Arbitration Rules provide:

- Claims can be filed with AAA online ([www.adr.org](http://www.adr.org));
- Arbitrators must be neutral and no party may unilaterally select an arbitrator;
- Arbitrators must disclose any bias, interest in the result of the arbitration, or relationship with any party;
- Parties retain the right to seek relief in small claims court for certain claims, at their option;
- The initial filing fee for the consumer is capped at US\$200;

- The consumer gets to elect the hearing location and can elect to participate live, by phone, video conference, or, for claims under US\$25,000, by the submission of documents;
- The arbitrator can grant any remedy that the parties could have received in court to resolve the party' s individual claim.

*19.3 Pre-Arbitration Dispute Resolution and Notification.* Prior to initiating an arbitration, you and MRL each agree to notify the other party of the dispute and attempt to negotiate an informal resolution to it first. We will contact you at the email address you have provided to us; you can contact MRL' s customer service team by emailing us. If after a good faith effort to negotiate one of us feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with the AAA and the written Demand for Arbitration (available at [www.adr.org](http://www.adr.org)) provided to the other party, as specified in the AAA Rules.

*19.4 Agreement to Arbitrate.* You and MRL mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, or to the use of the MRL Platform, the Professional Services, the Group Payment Service, or the Collective Content (collectively, "Disputes" ) will be settled by binding individual arbitration (the "Arbitration Agreement" ). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and MRL agree that the arbitrator will decide that issue.

*19.5 Exceptions to Arbitration Agreement.* You and MRL each agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) Any claim related to actual or threatened infringement, misappropriation or violation of a party' s copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) Any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).

*19.6 Arbitration Rules and Governing Law.* This Arbitration Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by AAA in accordance with the Consumer Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the AAA (the "**AAA**

**Rules** ") then in effect, except as modified here. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879.

*19.7 Modification to AAA Rules - Arbitration Hearing/Location.* In order to make the arbitration most convenient to you, MRL agrees that any required arbitration hearing may be conducted, at your option, (a) in the county where you reside; (b) in Hong Kong / San Francisco County; (c) in any other location to which you and MRL both agree; (d) via phone or video conference; or (e) for any claim or counterclaim under US\$25,000, by solely the submission of documents to the arbitrator.

*19.8 Modification of AAA Rules - Attorney' s Fees and Costs.* You and MRL agree that MRL will be responsible for payment of the balance of any initial filing fee under the AAA Rules in excess of US\$200 for claims of USD\$75,000 or less. You may be entitled to seek an award of attorney fees and expenses if you prevail in arbitration, to the extent provided under applicable law and the AAA rules. Unless the arbitrator determines that your claim was frivolous or filed for the purpose of harassment, MRL agrees it will not seek, and hereby waives all rights it may have under applicable law or the AAA Rules, to recover attorneys' fees and expenses if it prevails in arbitration.

*19.9 Arbitrator' s Decision.* The arbitrator' s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant' s individual claim.

*19.10 Jury Trial Waiver.* You and MRL acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.

*19.11 No Class Actions or Representative Proceedings.* You and MRL acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative proceeding as to all Disputes. Further, unless you and MRL both otherwise agree in writing, the arbitrator may not consolidate more than one party' s claims and may not otherwise preside over any form of any class or representative proceeding. If the "class action lawsuit" waiver or the "class-wide arbitration" waiver in this Section 19.11 is held unenforceable with respect

to any Dispute, then the entirety of the Arbitration Agreement will be deemed void with respect to such Dispute and the Dispute must proceed in court. If the “private attorney general action” waiver or the “representative proceeding” waiver in this Section 19.11 is held unenforceable with respect to any Dispute, those waivers may be severed from this Arbitration Agreement and you and MRL agree that any private attorney general claims and representative claims in the Dispute will be severed and stayed, pending the resolution of any arbitrable claims in the Dispute in individual arbitration.

19.12 *Severability*. Except as provided in Section 19.11, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

19.13 *Changes*. Notwithstanding the provisions of Section 3 ( “Modification of these Terms” ), if MRL changes this Section 19 ( “Dispute Resolution and Arbitration Agreement” ) after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within fourteen (14) days of the date such change became effective, as indicated in the “Last Updated” date above or in the date of MRL’ s email to you notifying you of such change. Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any Dispute between you and MRL (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any Dispute between you and MRL.

19.14 *Survival*. Except as provided in Section 19.12 and subject to Section 15.8, this Section 19 will survive any termination of these Terms and will continue to apply even if you stop using the MRL Platform or terminate your MRL Account.

## 20. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the MRL Platform ( “**Feedback** ”). You may submit Feedback by emailing us, through the “Contact” section of the MRL Platform, or by other means of communication. Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual

license to use and publish those ideas and materials for any purpose, without compensation to you.

## **21. Applicable Law and Jurisdiction**

21.1 If your country of residence or establishment is the United States, these Terms will be interpreted in accordance with the laws of the State of California and the United States of America, without regard to conflict-of-law provisions. Judicial proceedings (other than small claims actions) that are excluded from the Arbitration Agreement in Section 19 must be brought in state or federal court in San Francisco, California, unless we both agree to some other location. You and we both consent to venue and personal jurisdiction in San Francisco, California.

21.2 If your country of residence or establishment is China these Terms will be interpreted in accordance with the laws of China ( "**China Laws**" ). Any dispute arising from or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in Beijing which shall be conducted in accordance with CIETAC' s arbitration rules in effect at the time of applying for arbitration, provided that this section shall not be construed to limit any rights which MRL may have to apply to any court of competent jurisdiction for an order requiring you to perform or be prohibited from performing certain acts and other provisional relief permitted under China Laws or any other laws that may apply to you. The arbitration proceedings shall be conducted in English. The arbitral award rendered is final and binding upon both parties.

21.3 If your country of residence or establishment is in Hong Kong, these Terms will be interpreted in accordance with Laws of Hong Kong. If you are acting as a consumer, you agree to submit to the non-exclusive jurisdiction of the Hong Kong courts. Judicial proceedings that you are able to bring against us arising from or in connection with these Terms may only be brought in a court located in Hong Kong. If MRL wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you are a resident. If you are acting as a business, you agree to submit to the exclusive jurisdiction of the Hong Kong courts.

21.4 If your country of residence or establishment is outside of the United States, China and Hong Kong, these Terms will be interpreted in accordance with Irish law. The application of the United Nations Convention on Contracts for the

International Sale of Goods (CISG) is excluded. The choice of law does not impact your rights as a consumer according to the consumer protection regulations of your country of residence. If you are acting as a consumer, you agree to submit to the non-exclusive jurisdiction of the Irish courts. Judicial proceedings that you are able to bring against us arising from or in connection with these Terms may only be brought in a court located in Ireland or a court with jurisdiction in your place of residence. If MRL wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you are a resident. If you are acting as a business, you agree to submit to the exclusive jurisdiction of the Irish courts.

## **22. General Provisions**

22.1 Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms constitute the entire Agreement between MRL and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between MRL and you in relation to the access to and use of the MRL Platform.

22.2 No joint venture, partnership, employment, or agency relationship exists between you and MRL as a result of this Agreement or your use of the MRL Platform.

22.3 These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

22.4 If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

22.5 MRL's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

22.6 You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without MRL's prior written consent. MRL may without restriction assign, transfer or delegate this Agreement and any rights and

obligations hereunder, at its sole discretion, with 14 days prior notice. Your right to terminate this Agreement at any time remains unaffected.

22.7 Unless specified otherwise, any notices or other communications to Members permitted or required under this Agreement, will be provided electronically and given by MRL via email, MRL Platform notification, or messaging service (including SMS, WhatsApp or WeChat). If your booking is in respect of a Listing in Japan, you agree and acknowledge that such notifications via electronic means in lieu of a written statement,

22.8 If you have any questions about these Terms please email us.