

## **ROCKFLOW APP Service Agreement**

**This term of service consists of, in addition to the text set out below, "Privacy Policy", and any other supplements, exhibits, schedule and Appendix hereto (collectively, the "Agreement"). This agreement constitutes the legal covenant between you and RockAlpha Limited. RockAlpha Limited is a New Zealand company, with it's registered address at:462 Albany Highway, Albany, Auckland, 0632, NZ. Please read the Agreement carefully, and pay special attention to the terms in bold. You hereby confirm you have requisite power and ability to read, confirm and accept this Agreement.**

### **I DEFINITION**

- 1. "YOU" or "You" means any nature person, legal entities or institutions who intend and will Use our products;**
- 2. "Use" means install, modify, apply our products or any functioning parts of our products;**
- 3. "ROCKFLOW" or "Us" or "We" means RockAlpha Limited, a company organized and existing under the laws of New Zealand;**
- 4. "ROCKFLOW APP" or "This APP" means ROCKFLOW application for smart mobile phone or desktop.**

### **II Confirmation and Acceptance**

1. When you click to confirm this agreement, it means that you have carefully read and fully understood all the terms of this agreement, agree to bear the risks that this agreement may bring to You, and are willing to accept the constraints of this agreement.
2. This Agreement is between You and Us (collectively with any member of the group involved in the operation of software, application(s), website(s)) concerning your use of our software, application(s), website(s) and any successor thereof ("App") and the services provided therein ("Service"). By downloading, installing, using or accessing the App, you are consenting to this Agreement.
3. We may update this Agreement from time to time, and the most updated version of this Agreement will be made available to you at <https://rockflow.ai/>, especially when requested by compliance authorities. In addition, the agreements, rules and policies that ROCKFLOW may from time-to-time issue will constitute part of this Agreement, and you agree to be bound by such agreements, rules and policies. Your continuant use of the App or Service will be considered as your acknowledgement and acceptance of the updates and changes, and to be bound by the agreements, rules and policies issued by Us from time to time. If you do not agree to such changes or updates, you shall stop using the Service immediately.

4. You may be subject to additional agreements and terms ("Additional Term") if you use specific Service. Please read and accept such Additional Term before using such Service. Your use of such specific Service shall constitute your consent to the Additional Terms.

### **III Registration and Cancellation**

1. Before registering or using This APP service, you should confirm that you are a natural person with full capacity for civil rights and capacity for civil conduct, which means you are at least eighteen years old and there are no other circumstances that prevent you from exercising your civil rights, and voluntarily sign and strictly perform this agreement;

2. If you do not have the aforementioned subject qualifications to register or use ROCKFLOW services, you and your legal guardian shall bear all the consequences arising therefrom, and we have the right to cancel your account and reserve the right to hold you accountable.

3. If we discover or have reasonable grounds to suspect that the identity information you provide is illegal, untrue, inaccurate, incomplete, or based on legal and regulatory requirements, we have the right to immediately suspend (or terminate) the provision of services to you and reject you. If you use all or part of the functions of this APP service now or in the future, you will be responsible for any loss caused to you; if you fail to update your identity information in a timely manner, we will not be able to provide you with the services or surprises under this agreement in a timely manner. If any errors occur in the relevant procedures and operations of the shipping service, you shall bear the corresponding responsibilities and consequences arising therefrom, and we reserve the right to terminate your use of the services of this platform.

4. For the avoidance of doubt, this platform may require you to provide more supporting documents due to laws and regulations and/or regulatory compliance requirements and the operation needs of this platform. You should provide them in a timely manner in accordance with the requirements of this platform. If you fail to provide and if the company and/or the platform still fails to provide or refuses to provide it after being notified again by the company and/or the platform, the platform has the right to suspend or terminate your right to use the services of the platform.

5. Please keep the information and password of your Service Account in safety. You will be responsible for any action or conduct taken under your user name and password. Please promptly notify us if you are suspicious of any unauthorized use of your Service Account.

6. You can cancel your Service Account by following ROCKFLOW's account cancellation procedure. We may also cancel your Service Account if you do not log-in for a long time after registration of such account. You shall be responsible for any loss incurred therefrom.

### **IV Use of App**

1. This product is free. You can download, install and use this product for non-commercial personal use.
2. You can copy and disseminate this APP for non-commercial personal use, but you should ensure the integrity and authenticity of the copy and dissemination, including all the contents of this agreement.
3. You can use the following services provided by ROCKFLOW through this APP:
  - (1) Information display: This APP assists cooperative institutions to provide you with information display services of securities and financial products through technical means, but the relevant securities and financial product data displayed on this platform is for reference only, and all data should be based on the system data of securities companies and other financial institutions;
  - (2) Account management services: This platform provides you with account-related services such as account registration, account maintenance, account operation activities and historical operation records, account information query, and account retrieval.
  - (3) Other services: other services that we provide to you from time to time.
4. For the avoidance of doubt, you agree that we can determine and modify the scope, features and categories of ROCKFLOW services at any time.

## **V Rules of Conduct and Attention**

### **1. Attention to Users**

- (1) You understand and agree that the identity authentication elements are the only basis for us to identify your identity, and you should keep your identity authentication elements properly and shall not leak your identity authentication elements to any third party or give it to any third party for use. We do not assume any responsibility for the losses and consequences caused by your active disclosure or disclosure of the account not due to the reasons of this platform, or because you have been attacked by others, fraud, etc., and you should seek compensation from the infringer through judicial, administrative and other remedies.
- (2) In order to provide you with effective services, this APP will use the necessary resources of the terminal equipment that you have installed this APP. You may be responsible for the cost of data traffic during the use of the software.
- (3) ROCKFLOW will make reasonable efforts to ensure the security of your data storage in this APP and related services provided by ROCKFLOW in accordance with the requirements of relevant laws and regulations, but we do not provide guarantees in this regard.

(4) If you stop using this APP and ROCKFLOW related services or services are terminated or cancelled, we can permanently delete your data from the server. After the service is stopped, terminated or cancelled, we are not obligated to return any data to you.

(5) The securities fund information you inquire through this APP is provided by the corresponding securities company, and your actual securities fund information is still subject to the records of the corresponding securities company. If you have any objections to the securities fund information on this APP, you can directly contact the corresponding securities company for consultation.

(6) We may modify and change the charging standards and methods of charging services according to actual needs; we will notify or announce on the corresponding service page before the aforementioned modification, change or charging starts. If you do not agree to the above modification, change or paid content, you should stop using the service.

(7) You agree that we will send all kinds of information to your mobile phone number, email address and other contact information, and the information sent shall be deemed to have been received and understood by you.

## 2. Responsibility and Obligation of User

(1) You agree not take any of the following actions by using the App or the Service:

(i) upload, post, transmit, disseminate or store any information that's intentionally or unintentionally violate any applicable laws and regulations promulgated by the applicable securities and exchanges authorities, any rules of any national or other securities exchange;

(ii) upload, post, transmit, disseminate or store any information in breach of the laws and regulations of applicable jurisdiction;

(iii) upload, post, transmit, disseminate or store any information that infringe other's legal rights such as rights of reputation, image, trade secrets, patent, trademark, copyright, rights of privacy or publicity, or other proprietary rights of any party;

(iv) upload, post, transmit, disseminate or store any information that infringe other users or any other third party's interests.

(v) upload, post, transmit, disseminate or store any information invasive of another's privacy, personal information or material;

(vi) upload, post, transmit or disseminate any information that's disturbing, advertising, "SPAM", or harassing;

(vii) upload, post, transmit or disseminate any rumor, false statement or any other untrue information;

(viii) upload, post, transmit, disseminate or store any information that interfere with or disrupt the operation of the App or the Service;

(ix) upload, post, transmit, disseminate or store any other information that's unlawful or public interest.

(2) You may use the App and Service to upload and post your original view, or other views, data, text, information, user name, picture, image, personal information, video, third party links that you are authorized to upload and post ("Uploaded Content"). You undertake that:

(i) you have any and all right to your Uploaded Content, or you have obtained due and complete authorization for your Uploaded Content; and

(ii) your uploading of Uploaded Content and your Uploaded Content is not invasive of other's interests and rights.

(3) You understand and agree that ROCKFLOW may manage or delete any Uploaded Content according to our own rules and policy without giving any notice to you in advance or afterward. We make our own rules and policy for the management and deletion of Uploaded Content, without seeking for your view or making it available for you.

## **VI Market Data**

1. You confirm and promise that you have a certain understanding of common sense in the financial market when using this APP or accepting ROCKFLOW services, and you are fully aware of and voluntarily assume relevant market risks.

2. You understand and agree that some of the services of this APP (including but not limited to securities and financial product trading services, etc.) will be directly provided to you by third-party cooperative institutions. We will take relevant inspection and monitoring measures in accordance with the law to protect your legitimate rights and interests as much as possible, but due to the separation of information and physical objects in the information network environment, this APP cannot review the authenticity and completeness of the service information one by one, and cannot review the quality, safety and legality of the services involved in the transaction one by one. You understand and are willing to do so by yourself and will take the risks that may arise from the use of these services.

3. You understand and agree that in the course of using the services of this platform, you may encounter force majeure, technical risks and other factors that interrupt the services of this platform. When the following situations occur, we will strive to cooperate with relevant parties as soon as possible, but we are exempt from liability within the scope permitted by law for the loss caused to you:

(1) Force majeure factors such as floods, earthquakes, storms and other natural disasters, epidemics, strikes, riots, wars, government actions, judicial administrative orders, etc.;

(2) The computer software, system, hardware and communication line of you, the platform or the partner organization fails or other reasons cause you to be unable to use the platform;

(3) Due to power supply failures, communication network failures (including but not limited to the failure or delay of electronic communication, the interception or manipulation of electronic communication by computer programs for electronic communication) or your own factors (including but not limited to It is not limited to your improper operation, placing an order incorrectly, using the platform services in a way that is not authorized by this platform) or third-party factors (including but not limited to computer viruses, Trojan horses or other malicious programs, hacker attacks, etc.);

(4) When This APP has managed in good faith, due to factors such as routine or emergency equipment and system maintenance, equipment and system failures, defects, network and data security, technical risks, etc.;

(5) Other circumstances beyond the control or reasonably foreseeable by Us.

4. When You use the services of this platform, we are not responsible for the following risks:

(1) Anonymous or pseudonymous information from others that contains threatening, defamatory, offensive or illegal content;

(2) Suffering from misleading, deceiving or otherwise causing any psychological or physical harm and economic loss.

5. When You use the services of this platform, we have the right to deal with illegal content within the scope prescribed by law, it does not constitute our obligation or liabilities.

## VII Privacy protection

We attach great importance to the protection of your privacy. Your personal privacy information will be protected and regulated in accordance with the privacy policy. For details, please refer to "ROCKFLOW Privacy Protection Policy"

## VIII Intelligent Proprietary Right

1. The intellectual property rights of the content of this APP (including but not limited to web pages, interface design, layout frame, text, audio, video, pictures or other materials, etc.) are owned by ROCKFLOW or other related rights holders. The trademark rights, patent rights, copyrights and other intellectual property rights of this APP belong to ROCKFLOW.

2. The above intellectual property rights are protected by law. Without our written permission, no one may use or create related derivative works in any form.

## **IX Governing Law and Dispute Resolutions**

1. This Agreement shall be governed by and interpreted according to the laws of New Zealand.
2. Any dispute, controversy or claim (of any and every kind or type, whether based on contract, tort, statute, regulation, or otherwise) arising out of, relating to, or connected with this Agreement, including any dispute as to the construction, validity, interpretation, termination, enforceability or breach of this Agreement shall be brought in courts located in New Zealand.