



## COPYRIGHT NOTICE - DISCLAIMER

### I. COPYRIGHT NOTICE

1. By accessing <https://www.pena.hk/> , <http://www.pena.hk/> , <https://pena.hk/> or <http://pena.hk/> ("PENA LIMITED"), you unconditionally agree to the terms of this Copyright Notice and as they may be modified and/or supplemented from time to time without prior notice to you. Please check this webpage regularly for any modifications and/or supplements which may be made.
2. Prior written express consent of PENA LIMITED is required if you intend to reproduce, distribute or otherwise use any non-text contents (including but not limited to photographs, graphics, drawings, diagrams, audio files and video files) found on PENA LIMITED in any way or for any purpose.
3. PENA LIMITED copyright protected text contents found on PENA LIMITED may not be reproduced or distributed.
4. If you download any information, materials or software from this Site, you agree that you will not copy, decompile, reverse engineer, disassemble or otherwise reproduce it, in whole or in part, or remove or obscure any copyright or other notices or legends contained in any such information, materials or software.
5. Where third party copyright is involved in the text contents found on PENA LIMITED, authorisation or permission to reproduce or distribute or otherwise use any such text contents must be obtained from the copyright owners concerned.
6. If you intend to reproduce, distribute or otherwise use any contents on any linked websites, you shall obtain all necessary authorisation or permission from the copyright owners concerned.
7. This Copyright Notice has been translated into other languages. If there is any inconsistency or ambiguity between the English version and any other version, the English version shall prevail.

### II. DISCLAIMER

1. The information on PENA LIMITED is provided to you on an "AS IS" basis without any express or implied warranty of any kind and is provided for a general, indicative purpose only. In particular, PENA LIMITED does not make any express or implied warranty as to the accuracy, fitness for a particular purpose, non-infringement, reliability, security, timeliness or freedom from computer virus in relation to such contents. PENA LIMITED will not be liable for any errors in, omissions from, or misstatements or misrepresentations (whether express or implied) concerning any such information, and will not have or accept any liability, obligation or responsibility whatsoever for any loss, destruction or damage (including without limitation consequential loss, destruction or damage) however arising from or in respect of any use or misuse of or reliance on the information delivered on PENA LIMITED or inability to use PENA LIMITED.
2. PENA LIMITED will not have or accept any liability, obligation or responsibility whatsoever for any loss, destruction or damage (including without limitation consequential loss, destruction or damage) however arising from or in respect of any use or misuse of or reliance on the electronic service delivered through PENA LIMITED.
3. PENA LIMITED may contain materials contributed by third parties. To facilitate access to information provided by or via third parties, PENA LIMITED may provide or assist in providing links to external websites through its webpages. PENA LIMITED states that it has not approved or endorsed the materials contributed by third parties on PENA LIMITED or any external websites linked to PENA LIMITED. The provision of any such materials or links to external websites shall not constitute any form of co-operation or affiliation with PENA LIMITED of any such third parties or external websites. Provision of, or assistance in providing, materials contributed by third parties on PENA LIMITED or links to external websites gives rise to no statement, representation or warranty, express or implied, that PENA LIMITED agrees or does not disagree with the contents of any such materials or external websites and PENA LIMITED will not have or accept any liability, obligation or responsibility whatsoever for any loss, destruction or damage (including without limitation consequential loss, destruction or damage) however arising from or in respect

of any use or misuse of or reliance on the contents of any such materials or external websites delivered on or via PENA LIMITED or inability to use any of them.

4. PENA LIMITED is not responsible for any loss or damage whatsoever arising out of or in connection with any information on PENA LIMITED. PENA LIMITED reserves the right to omit, suspend or edit all information compiled by PENA LIMITED on PENA LIMITED at any time in its sole discretion without giving any reason or prior notice. You are responsible for making your own assessment of all information contained on PENA LIMITED and shall verify such information by making reference, for example, to original publications and obtaining independent advice before acting upon it.

5. This Disclaimer has been translated into other languages. If there is any inconsistency, doubt, ambiguity or discrepancy between the English version and the other languages version, the English version shall prevail.

6. By accessing PENA LIMITED (<https://www.pena.hk/> , <http://www.pena.hk/> , <https://pena.hk/> or <http://pena.hk/>) or any of its webpages, you unconditionally agree to the terms of this Disclaimer and as they may be modified and/or supplemented from time to time by PENA LIMITED without prior notice to you. Please check this webpage regularly for any modifications and/or supplements which may be made.

7. Neither PENA LIMITED nor its contributors shall be held liable for any improper or incorrect use of the information described and/or contained herein and assumes no responsibility for anyone's use of the information. It is completely understood and assumed by any user of website that errors and omissions may occur. In no event shall PENA LIMITED, or its contributors be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement or substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of this system, even if advised of the possibility of such damage. This disclaimer of liability applies to any damages or injury, including but not limited to those caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence or under any other cause of action.

#### 8. Indemnification

User agrees to defend, indemnify, and hold harmless, PENA LIMITED, its contributors, any entity jointly created by them, their respective affiliates and their respective directors, officers, employees, and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of the on-line service by user or user's account.

#### 9. Disclaimer of warranties/accuracy of data

Although the data found using PENA LIMITED's Internet Site have been produced and processed from sources believed to be reliable, no warranty expressed or implied is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. This disclaimer applies to both isolated and aggregate uses of the information. The PENA LIMITED's Internet Site provides this information on an "as is" basis. All warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, freedom from contamination by computer viruses and non-infringement of proprietary rights are disclaimed. Changes may be periodically added to the information herein; these changes may or may not be incorporated in any new version of the publication. If you have obtained information from PENA LIMITED's Internet Site from a source other than PENA LIMITED's Internet Site, be aware that electronic data can be altered subsequent to original distribution. Data can also quickly become out-of-date. It is recommended that careful attention be paid to the contents of any metadata associated with a file, and that the originator of the data or information be contacted with any questions regarding appropriate use. If you find any errors or omissions, we encourage you to report them to the PENA LIMITED's Internet Site webmaster.

#### 10. Disclaimer of endorsement

PENA LIMITED is a distributor of content sometimes supplied by third parties and users. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, users, or others, are those of the respective author(s) or distributor(s) and do not necessarily state or reflect those of PENA LIMITED. Reference herein to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not constitute or imply its endorsement, recommendation, or favoring by PENA LIMITED, and such reference shall not be used for advertising or product endorsement purposes.

#### 11. Disclaimer for hypertext links

Neither PENA LIMITED, nor its contributors is responsible for the contents of any off-site pages referenced. The

user specifically acknowledges that neither PENA LIMITED, nor its contributors is liable for the defamatory, offensive, or illegal conduct of other users, links, or third parties and that the risk of injury from the foregoing rests entirely with the user. Links from the PENA LIMITED's Internet Site to other sites on the World Wide Web do not constitute an endorsement from PENA LIMITED. These links are provided as an information service only. It is the responsibility to the web surfer to evaluate the content and usefulness of information obtained from other sites.

12. Disclaimer of duty to continue provision of the data

Due to the dynamic nature of the Internet, resources that are free and publicly available one day may require a fee or restrict access the next, and the location of items may change as menus, homepages, and files are reorganized. User expressly agrees that use of the PENA LIMITED's Internet Site is at the user's sole risk. Neither PENA LIMITED, any entity jointly created by them, each of their affiliates nor any of their respective employees, agency, third party content providers or licensor warrant that the service will be uninterrupted or error free.

13. Company Secretarial services are offered for a pre-paid subscription term. Your subscription will automatically renew at the end of each subscription term for another subscription term. You agree subscription automatic renewal, unless you cancel your subscription before the Renewal Date or PENA LIMITED ceases to offer the subscribed services.

14. You will receive an email notice approximately 30-15 days prior to the Renewal Date informing you about the renewal quote/invoice of your current subscription to your last email of record. To cancel your subscription without your account being charged for the next term, you must do so before the Renewal Date. You are responsible for the timely cancellation of your subscription, whether or not you have received any notice from us.

15. The renewal payment is due on the Renewal Date and will automatically be due if services are not cancelled by registered letter at least 15 days prior Renewal Date. Please notify PENA LIMITED at 852-28156826 before the Renewal Date of any changes to your email, account or billing information. The Renewal price will be based on the latest pricing scheme for the subscription term plus the government fee that may incurred. PENA LIMITED will give you advance notice in case of a price change. You will also receive a notice if there are any changes to the subscription terms and conditions.

16. PENA LIMITED shall not be responsible for any failure to provide any services(s), late or penalty payment; or any error or omission or any delay or interruption in the provision of any services(s) due to the verbal, written, and electronic communication. The sole obligation is limited to the services charges during the affected period only. You agree to waive, and not to make any claim for damages, direct or consequential, with respect to lost business or profits, arising out of failure to furnish any service(s); any error or omission with respect there to; or any delay or interruption of any service(s).

17. Information provided on this website does not constitute legal or tax advice. Visitors to this website should seek appropriate professional advice for legal or tax matters.

### III. PRIVACY POLICY

1. PENA LIMITED recognizes its responsibilities in relation to the collection, holding, processing, use and/or transfer of personal data under the Personal Data (Privacy) Ordinance (Cap. 486) (the "Ordinance").

The customer personal information collected or held by PENA LIMITED may be used, stored, processed, transferred or disclosed or shared for mandatory purposes linked to services provided including:

- complying with requests or orders of the courts of Hong Kong Special Administrative Region;
- complying with requests or orders of auditors, governmental bodies and governmental-related establishments;
- disclosure requirements of any local or foreign law, regulations, codes or guidelines binding on PENA LIMITED, its parent and affiliated companies.

2. Customer's personal data will only be retained for fulfilling the purpose for which they were collected before being erased.

3. Customer's personal data might be transferred to any Third party to whom disclosure is mandatory under any law, regulations, codes or guidelines issued by governmental, regulatory or other authorities with which PENA LIMITED is expected to comply. Kindly be aware that some countries may not have laws in force to protect your personal data.

4. According to the Ordinance, all customers have the right to access to, correct and/or change any of their own personal data held by the PENA LIMITED by contacting PENA LIMITED's Personal Data Privacy Officer at PENA LIMITED, 8 Floor Kongling Building, 100 Jervois Street, Sheung Wan, Central District, Hong Kong.