Monexo Terms of Service

1. DEFINITIONS In these Terms of Use, the following words shall have the following meanings:
   1. "Approved Persons" has the meaning at Clause 4.2.
   2. "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.
   3. "Members" means a borrower or lender approved by Monexo and registered with Monexo.
   4. "Member Terms" the borrower or lender terms and conditions (as applicable) accepted by Members.
   5. "Monexo", "we" or "us" means Monexo Innovations Limited, a company incorporated in Hong Kong whose registered office is at Room 1104, Crawford House, 70 Queen’s Road Central, Hong Kong.
   6. "Terms" means these Terms of Use.
   7. "Website" means this www.Monexo.co website.
   8. "you" means the user of this website.
2. NATURE AND USE OF WEBSITE
   1. 2.1 This Website gives you an introduction to the services and products of Monexo. However, this is not an offer or solicitation of any nature by Monexo.
   2. 2.2 Any information, projection or assumption included on this Website is not intended to give you any legal, financial, taxation or other professional advice and, should you propose to use any of the products or services described on this Website or otherwise deal with Monexo, you are strongly advised to obtain appropriate independent professional advice before proceeding.
   3. 2.3 Whilst we will try to keep the information on this Website up-to-date and accurate, no warranties or representations (whether express or implied) are made by Monexo or anyone connected with Monexo (including their officers, agents, employees, affiliates and/or advisers) concerning the completeness, accuracy or reliability of any matter included on this Website or any other information provided by Monexo to you or to any Member in connections with any Monexo product or service.
   4. 2.4 Without prejudice to the generality of Clauses 2.2 and 2.3: (i) the FAQ section of the Website sets out our personal views; and (ii) the storyboard section of the Website includes a story of purely fictional characters, and in each case does not amount to legal, financial or other professional advice or any warranty or representation on the matter stated.
   5. 2.5 Monexo reserves the right at any time, without notice to you, to change any of the content of this Website and the nature of the services and products that are displayed.
   6. 2.6 The contents of this Website are owned by and copyrighted by Monexo and reproduction of all or any part of this Website is prohibited without Monexo’s prior written consent. "Monexo" is a trademark used by us and no licence or right is given to you to use this name.
   7. 2.7 Any links to other websites are provided for your convenience only and their inclusion does not mean that Monexo endorse or approve of those Websites nor does Monexo accept any responsibility for any matter contained on those other Websites.
   8. 2.8 Monexo is not responsible for any delays or loss of or corruption of data as a result of either the use of this Website by you or your communications over the internet with Monexo, which are entirely at your risk. We will not accept any responsibility for any losses, claims or damages of any kind, whether direct or indirect or special or consequential or otherwise howsoever arising in relation to the foregoing.
3. MONEXO
   1. 3.1 Monexo is a moneylender registered under the Money Lenders Ordinance, Cap 163 of the laws of Hong Kong ("MLO"). Monexo is not in the business of lending money or making loans but rather is a platform permitting prospective borrowers and lenders to directly enter into loan transactions with one another as well as carrying out risk assessment and support services to prospective borrowers and lenders.
   2. 3.2 No Members are permitted to use the Monexo platform to provide for interest rates deemed to be excessive under the MLO.
   3. 3.3 Monexo and its products and services are not registered under the Securities and Futures Ordinance Cap 571 of the laws of Hong Kong ("SFO"). Monexo is not operating a Collective Investment Scheme as defined under the SFO and lenders will retain discretion over the monies that they pay into the custodian account in the manner and as further described in the Member Terms.
4. MEMBERSHIP
   1. 4.1 Only those Members who accept the applicable Member Terms shall have the ability to participate in the transactions described on this Website.
   2. 4.2 We require each person applying to become a Member to warrant that they are "Approved Persons" by which we mean that they are not:
      1. a politically exposed person;
      2. a person under the age of 18 years;
      3. a citizen of the United States of America;
      4. a person involved in activities that applicable anti money laundering and counter terrorist financing legislation and regulations;
      5. a person who proposes to use the Monexo platform to lend and whose business (whether or not they carry on any other business) is that of making loans or who holds themselves out as such (save where they are registered under the MLO or are exempt from registration thereunder);
      6. a person who is prohibited by any laws applicable to them from participating in any of the products or services offered by Monexo; or
      7. in the case of a corporation, incorporated in a jurisdiction other than Hong Kong.
   3. 4.3 Monexo has the right to either (i) refuse an application of any person to become a Member or (ii) to require that an existing Member ceases to be a Member, in each without giving any reason and without incurring any liability.
5. GENERAL
   1. 5.1 You agree that all personal information and data about you that is obtained by Monexo through this Website or otherwise in its dealings with you may be used and disclosed in accordance with Monexo's [Personal Data Privacy Policy](https://www.monexo.co/en/privacy-policy), the terms of which you accept.
   2. 5.2 Without prejudice to the generality of Clause 5.1, if you apply to become a Member then you accept that Monexo will undertake credit checks and require other relevant information of you, with which process you agree to fully and honestly co-operate.
   3. 5.3 In the event of any conflict between these terms and the Member Terms, the Member Terms shall prevail.
   4. 5.4 These Terms may be translated into other languages but, in the event of any conflict between versions, the English language version shall prevail.
   5. 5.5 These Terms are governed by Hong Kong law and you agree that the Hong Kong courts have exclusive jurisdiction over the resolution of any disputes.

LAST MODIFIED ON: 30TH OCTOBER 2015