

Hi and welcome to Coma!

These General Terms of Use contain general information that apply to your use of Coma's products and services, and your use as a visitor to <https://Coma.global/> ("**Coma Website**"). You are encouraged to read these Terms of Use carefully. If you have any questions about this General Terms of Use, please contact our customer support.

Depending on the country where we are incorporated, and with which your account is registered and the Coma products and services you wish to subscribe, the terms "**Coma**", "**we**", "**us**", and "**our**" shall mean or relate to Coma Technologies Limited and/or its affiliates (referred together herein as "**Coma**").

Coma owns the Coma Website or any content made available on the Coma Website. By accessing and using Coma's products and services and the Coma Website, you confirm that you have read, understood and accept these General Terms of Use and that you agree to comply with them. If you do not agree to any of the terms of these General Terms of Use, you must not or stop using any Coma's products and services.

### **Other applicable terms**

These General Terms of Use shall be supplemented by the Coma's Privacy Policy, which sets out information about the cookies on Coma Website and the terms with which Coma may process any personal data collected from you or that you provided to us. By accessing and using Coma Website, you consent to such processing and you warrant that all data provided by you is accurate.

These General Terms of Use shall also be supplemented by any other applicable terms that are specific to Coma's products and services, and shall collectively govern your access and use of the Coma's products and services and the Coma Website.

### **Changes to these Terms of Use and Coma Website**

We reserve the right to supplement, vary, amend or update any of the terms of these General Terms of Use or any other applicable terms and the Coma Website from time to time. While we endeavour to notify you of any such supplement, variation, amendment or update by posting on the Coma Website or following such other delivery method as reasonably determined by Coma, we are under no obligation to provide any prior notice.

It is ultimately your responsibility to check the Coma Website from time to time to take notice of any changes Coma makes, as they are legally binding on you. If you do not raise any opposition to any proposed supplement, variation or amendment and continue to access and use Coma's products and services, you shall be deemed to have read, understood and agreed to the changes or updates made.

### **Notices and communication**

You may refer to our Support page available on the Coma Website for any general support issues or you can contact us via our email or online chat. Contact details can be found on the Coma Website.

It is your responsibility to ensure that you are able to receive the emails and communications we send you. You consent to accept any notices, emails or communications electronically and understand that we may send notices to you directly through the Coma's dashboard provided to you or to the email addresses or phone numbers you provided to us.

### **Accessing Coma Website**

We do not guarantee that the Coma Website, or any content on it, will always be available or

be uninterrupted. Any content published on the Coma Website may be out of date at any given time and we do not guarantee that the Coma Website, or any content on it, will be free from any errors or omissions.

We may suspend, withdraw, discontinue or change all or any part of the Coma Website or its products or services without notice. Coma will not be liable to you if for any reason the Coma Website or Coma's products and services are unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to the Coma Website. You are also responsible for ensuring that all persons who access the Coma Website through your internet connection are aware of these General Terms of Use and any other applicable terms and conditions that Coma may have specific to its products and services and that they comply with them.

#### **Account management and password**

Where a user identification code, email, password or other pieces of information is required in order to use the Coma Website or Coma's products and service, such information is kept confidential by Coma. Coma has the right to disable any user identification code, email or password if, in Coma's reasonable opinion, you have failed to comply with any of the provisions of the terms and conditions.

If you know or suspect that anyone other than you or your authorised personnel knows your user identification code, email or password, you must promptly notify us at [support@Coma.global](mailto:support@Coma.global).

#### **Know-Your-Customer & Anti-Money Laundering procedures**

We may, at our sole discretion or as otherwise required by law, conduct appropriate Know-Your-Customer (KYC) and/or Anti-Money Laundering (AML) procedures, for which you will need to register in full and provide us with specified documents to prove and establish your identity.

During registration, you may need to provide, including but not limited to, your full name and/or the full legal name of the entity that you represent or acting on behalf of, whenever applicable, residential address or incorporation/business address, date of birth or date of incorporation, nationality, contact number, and email address.

The KYC documentation that we may request may include, but not limited to the following:

- Proof of identity or incorporation, including any relevant business registration documents, annual returns etc.;
- Proof of address/financial documents, such as bank statements;
- Articles of Association & shareholding chart (if applicable);
- Proof of source of funds or wealth (if applicable), for example investment statements or payslips.

We may suspend, terminate or reject your account or the business relationship until a satisfactory identification document or documentary evidence on the source of funds or wealth is provided. If any of your KYC documentation expires or is no longer valid, we have the right to request an additional valid and non-expired KYC documentation from you.

You agree to allow your information (individual or corporate) to be disclosed to Coma's service providers for the purposes of KYC verification and any other screening checks. You further agree, represent and warrant that by providing us your information, including information on any related or connected parties, you undertake that the disclosure of any

personal data to Coma is for our purpose and is within the scope of consent given to you by such related or connected parties.

### **Legitimate use**

You agree to use the Coma Website and Coma's products and services only for legitimate purposes. You may not use the Coma Website:

- In any way that breaches any applicable local or international law or regulation;
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards;
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- To generate and/or cause congestion to our network traffic in excess of reasonable and normal usage;
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; or
- To interfere with, damage (or attempt to interfere with or damage) or reverse-engineer any code, data or software on or associated with the Coma Website.

### **Representations and warranties**

You represent and warrant that you will not use Coma for the purpose of money laundering, or to facilitate any illegal transactions or to permit others to use Coma for personal, family or household purposes.

You further represent and warrant that you will not use Coma to enable any person, including you, to benefit from any activities Coma has identified as a restricted business activity or any activity that we may inform you as a restricted business or activity. This includes, but not limited to:

- Use of any Coma's products and services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by OFAC or any other applicable regulatory authorities;
- Access or attempt to access non-public Coma's systems, programs, data, or services without authorisation;
- Copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of the Coma's products and services and Coma Website, including any API documentations that may be circulated to you;
- Act as service bureau or pass-through agent of any kind with no added value to end-users and customers;
- Transfer any rights granted to you under these General Terms of Use and any other applicable terms specific to Coma's products and services to any third-parties;
- Work around any of the technical limitations of the Coma's products or services, including any of its own proprietary platform or enable any functionality that is disabled or prohibited;

- Intentionally impose any unreasonable or disproportionately large load on Coma's products or services, including on Coma's proprietary platform; or
- Any other activity that Coma deems as restricted business or activity, from time to time.

#### **Force majeure events**

Force majeure events are events beyond the control of either parties and are not reasonably foreseen. They may include but are not limited to acts of God, war, state or governmental actions, exchange controls, nationalisation, forfeitures, natural disasters, terrorism, and other inevitable, unforeseeable, unanticipated, and unpredicted events that are not dependent upon the will of the parties.

Coma shall not be considered to be in default or breach of any terms that governs the relationship between the parties, and shall be excused from the performance or liability for damages to the other party, if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of these General Terms of Use and/or any other applicable terms, arising out of a force majeure event.

#### **Intellectual property rights**

The content available on the Coma Website may not be reproduced, transmitted, published, performed, broadcast, stored, adapted, distributed, displayed, licensed, altered, hyperlinked or otherwise used in whole or in part in any manner without the prior written consent of Coma. You may not, without the prior written consent of Coma, insert a hyperlink to the Coma Website (or any part thereof) on any other platform or "mirror" or frame any content available on the Coma Website on any other server or platform.

All trade marks, service marks and logos used on the Coma Website are the property of Coma and/or the respective third party proprietors identified on the Coma Website. No licence or right is granted and your access to the Coma Website and/or use of the services available thereon should not be construed as granting, by implication, estoppel or otherwise, any license or right to use any trade marks, service marks or logos appearing on the Coma Website without the prior written consent of Coma or the relevant third party proprietor thereof.

#### **No reliance on information and disclaimer**

The content on the Coma Website is provided for general information only. You are encouraged to seek any professional advice before taking, or refraining from, any action on the basis of the content on the Coma Website.

We make no express or implied representations or warranties regarding any Coma's products or services available on the Coma Website, including warranties of merchantability, suitability or fitness for a particular purpose, title to, non-infringement of any technology or intellectual property we provide, and any warranties arising from course of dealing, course of performance or trade usage. We specifically disclaim all representations and warranties that any Coma's products and services, or the services any third party provides in connection with these General Terms of Use or any other applicable terms, will be error-free or uninterrupted, or that they will be compatible with, or operate in, any computer operating system, network or system configuration, or any other environment.

#### **Breach**

Coma will determine, at Coma's discretion, whether there has been a breach of these General

Terms of Use and/or any other applicable terms through your use of the Coma Website and Coma's products and services. When a breach has occurred, Coma may take such action as Coma deems appropriate. Failure to constitute a material breach of these General Terms of Use and any other applicable terms upon which you are permitted to use the Coma Website and/or Coma's products and services, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the Coma Website;
- Issue of a warning to you;
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- Further legal action against you;
- Disclosure of such information to law enforcement authorities as Coma reasonably deems as necessary.

The responses described here are not limited and Coma may take any other action Coma reasonably deems appropriate.

#### **Limitation of liability**

Nothing in these General Terms of Use and/or any other applicable terms excludes or limits Coma's liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by Hong Kong law.

Under no circumstances will we or any of our respective affiliates, related or connected parties, or service providers be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Coma Website or any of the Coma's products and services, regardless if you have been advised of the possibility of such damages or losses;
- use of or reliance on any content displayed on the Coma Website;
- use of, or inability to use any computer systems used to provide Coma's products and services;
- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

We shall not be liable for any loss or damage caused by hacking, tampering, or computer virus, distributed denial-of-service attack, or any other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Coma Website and Coma's products and services or your failure to use or implement any anti-fraud measures, security controls or any other data security measures, or to your downloading of any content on it, or on any Coma Website linked to it. Coma assumes no responsibility for the content of Coma sites linked on the Coma Website.

Such links should not be interpreted as an endorsement by us of those linked Coma sites. Coma will not be liable for any loss or damage that may arise from your use of them.

To the extent that Coma is determined to be liable under these General Terms of Use and/or any other applicable terms, you agree that Coma shall only be liable to your direct and documented damages, subject to a maximum aggregate liability of the amount of fees paid by you to us during the three-month period immediately preceding the event that gave rise to your claim for damages. These limitations of liability will apply to you regardless of the legal theory on which your claim is based, including contract, tort (including negligence), strict liability or any other theory or basis.

### **Indemnification**

You will, at your own expense, hold harmless, defend, protect, and indemnify Coma from and against all losses, claims, breaches, suits, damages, liabilities, costs, charges, fines, penalties, reasonable attorneys' fees, judgments, fines, court costs and expenses, amounts paid in settlement, and all other liabilities of every nature, kind, and description, regardless of the form of action or legal theory, incurred by Coma, related to any action or threatened action, suit, claim, proceeding or regulatory action, regardless of merit, brought by any third party, caused or incurred by, resulting from, arising out of, or relating to:

- a) any breach of any term, condition, obligation, representation, warranty, or covenant as stipulated in these General Terms of Use and/or any other applicable terms specific to Coma's products and services;
  - b) any actual or alleged infringement, violation, or misappropriation of a third party's intellectual property or proprietary rights;
  - c) any gross negligence, fraud or intentional misconduct;
  - d) any violation of any applicable laws by you or any violation of any applicable laws or any rules caused by you; or
  - e) any other acts or omissions, including the acts or omissions of your affiliates, representatives, employees, officers, directors or any authorised third-party appointed by you.
- This Indemnification clause shall not limit your responsibility and liability to us for any other amounts for which you are responsible pursuant to any other provisions of these General Terms of Use or any other applicable terms specific to Coma's products or services.

### **Linking to the Coma Website**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to the Coma Website in any Coma Website that is not owned by you. The Coma Website must not be framed on any other site, nor may you create a link to any part of the Coma Website other than the home page. Coma reserves the right to withdraw linking permission without notice.

The Coma Website in which you are linking must comply in all respects with the content standards set out in these General Terms of Use. If you wish to make any use of the content on the Coma Website other than that set out above, please contact [hello@Coma.global](mailto:hello@Coma.global).

### **Third-party links and resources on the Coma Website**

Subject to the limitations of liability set out herein, where the Coma Website contains links to

other sites and resources provided by third parties, these links are provided for your information only. You acknowledge and agree that Coma has no control over the contents of those sites or resources. If you access such websites via these links, you do so at your own risk.

#### **Our relationship**

You acknowledge and agree that no joint venture, partnership, employment, or agency relationship exists between you and Coma as a result of these General Terms of Service or any other applicable terms you may have with Coma or even your use of this Coma Website. You agree that you may not and will not claim to be a representative, agent, or employee of Coma, and Coma shall not be liable for any representation, act, or omission on your part.

#### **Entire agreement**

You acknowledge and agree that these General Terms of Use and any other applicable terms that you may have with Coma constitutes the complete understanding between the parties, and supersedes all prior understandings, arrangements, or agreements whether written or oral, regarding Coma's products and services.

#### **Severability**

In the event any of the provisions in these General Terms of Use or any other applicable terms that you may have with Coma (collectively "**Terms**") is determined by any court or governmental authority to be invalid, illegal, or unenforceable, these Terms shall be enforced as if the unenforceable provision were not present and any partially valid and enforceable provision will be enforced to the extent that it is enforceable.

#### **Assignment**

We may transfer, sell or assign rights or obligations under these General Terms of Use or any other applicable terms specific to Coma's products and services to any person or entity without any prior consent.

You may not transfer, sell, or assign any of your obligations under these General Terms of Use and any other applicable terms you may have with Coma to any other person or entity without our prior written consent. Any assignment in violation of the foregoing will be null and void from the beginning. All representations, warranties, covenants and agreements by and on behalf of you contained in these General Terms of Use and any other applicable terms you may have with Coma shall bind your successors and assigns and shall inure to the benefit of Coma and its successors and assigns.

#### **Governing law and dispute resolution**

These General Terms of Use and/or any other applicable terms that you may have with Coma shall generally be governed by and construed in accordance with the laws of Hong Kong, without regard to any applicable conflict of law provisions. Except as stated otherwise or agreed by the parties, you agree that all or any claim or dispute you may have against Coma arising out of or in connection with these General Terms of Use or any other applicable terms, including its interpretation, validity or existence, must be resolved by a court located in Hong Kong. You agree to irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong for the purpose of any suit, action or other proceeding arising out of these General Terms of Use and/or any other applicable terms you may have with Coma