

Terms and Conditions

Instelar Limited of Unit G, 18/F, Superluck Industrial Centre Phase II, 57 Sha Tsui Road, Tsuen Wan, N.T., HKSAR (referred to as Instelar) offers an cloud based construction management software that allows it users to manage construction projects, logistic work, labour force and related activities (the Services).

1. The Services

The Site and the App provide Users with access to a cloud construction management software – Motex to facilitate the efficiency of construction and management, including but not limit to

- a. Managing the tendering/ bidding process;
- b. Managing daily site construction and operation;
- c. Managing Labour force;
- d. Managing company asset and inventory;
- e. Managing logistics of goods and asset;
- f. Rental service management;
- g. Real-time tracking of Asset and delivery process;
- h. Promote interaction between project stakeholder;
- i. Addition services provided by Instelar or related third parties.

2. Accounts

- a. In order to use the Services, User must have **corporate** account with Instelar for use by the User's directors and employees or **personal** account for individual use.
- b. A Corporate user must register to Instelar with Hong Kong Business Registration and Certificate of Incorporation in order to create an account with the right of fully access.
- c. A Personal user must register to Instelar with valid cell phone number in order to create an account with limited access right.
- d. User may be required to provide personal and confidential information when creating an account. User information required may include but is not limited to personal and corporate information.
- e. Users have the responsibility to prevent the creation of duplicate accounts or additional accounts for the same User.
- f. User agrees to provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms may result in immediate termination of your account.
- g. Instelar uses SSL Certificates to establish an encrypted link between its servers and Users. User may be requested to change their passwords regularly.
- h. User is responsible for safeguarding their account information and password. Any disclosure of relative information to third party is not allowed.
- i. The User is liable for all activities on its account including all records, project and staff

information uses in Motex.

- j. Immediate notification from user is required for any unauthorized use to its account.

3. User Information & Content

- a. Users are permitted to post, upload, publish, submit or transmit relevant information and content (User Information and Content). By making available any User Information and Content or any Intellectual Property on or through the Site, the App or the Services, the User grants to Instelar a worldwide free license to use the User Information and Content or any Intellectual Property, with the right to use, view, copy, distribute, publicly display, transmit, stream, broadcast, access, or otherwise use such User Information and Content, or any Intellectual Property on, through or by means of the Site, the App or the Services. For the avoidance of doubt, despite the above, ownership to the User Information and Content on the Site or App, is not transferred to Instelar by reason of these Terms. Instelar's use of any User Information and Content is limited to the provision of the Services in accordance with these Terms. Instelar acknowledges that any User Information and Content may constitute valuable trade secrets and use of any such User Information and Content will be in accordance with these Terms.
- b. The User agrees that it is responsible for all User Information and Content and Intellectual Property that it makes available through the Site, the App or the Services. The User represents and warrants that:
 - i. it is either the sole and exclusive owner of all User Information and Content and Intellectual Property that it makes available through the Site, the App or the Services, or that it has all rights, licenses, consents and releases that are necessary to grant to Instelar the rights in such User Information and Content or Intellectual Property, as contemplated under these Terms;
 - ii. neither the User Information and Content nor the posting, uploading, publication, submission or transmittal of the User Information and Content or Instelar's use of the User Information and Content (or any portion thereof) on, through or by means of the Site, the App or the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other Intellectual Property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation;
 - iii. other Users and third parties may access and use the User Information and Content on the Site and the App;
 - iv. the User will not provide any other User's Information and Content that is of a personal or commercially sensitive nature without the consent of that other User; and
 - v. when using other User's Information and Content that it will obtain that other User's consent, disclose that it is the User and not Instelar using the User's Information and Content and provide that other User with information on what the User's Information and Content is being used for.

- c. The obligations stated in sub-clause (b) above do not apply to any User Information and Content that:
 - i. is authorised to be disclosed;
 - ii. is in the public domain and/or is no longer confidential, except as a result of breach of these Terms;
 - iii. is received from a third party, except where there has been a breach of confidence; or
 - iv. must be disclosed by law or by a regulatory authority including under subpoena.
- d. Instelar may amend, delete or otherwise remove any User Information and Content that it reasonably believes may breach these Terms. Users may report any breaches of these provisions to Instelar via email on info@instelar.com.
- e. Instelar may make and indefinitely retain archival and back-up copies of any User Information and Content. This includes any User Information and Content in draft format.
- f. Instelar has no responsibility or liability for the deletion of, or failure to store or transmit User Information and Content.

4. User Interaction

- a. User agreed that Instelar is not a party involved in any agreement or business made by themselves and the third party.
- b. User acknowledges that any business communication and cooperation with the third party is at his or her own risk. Instelar has no responsibility to any loss caused from this.
- c. Instelar reserves the right, at any time and without prior notice, to remove or disable access to any account when identified potentially damaging the system.

5. Prohibited Conduct

- a. In using of the site, the app or the services, the user agreed not to post, upload, publish, submit or transmit any content that:
 - i. infringes, misappropriates or violates a third party's patent, copyright, trademark, trademark, trade secret, intellectual property or privacy;
 - ii. denigrates Instelar, the Site, the App, the Services, or another User;
 - iii. violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
 - iv. promotes illegal or harmful activities and substance.
- b. In using of the site, the app or the services, the user agreed that it will not:
 - i. use the Site, the App or the Services for any other purposes that are not expressly permitted by these Terms;
 - ii. access the Site or the App or use the Services to complete, or assist another individual to complete, a project, or any other transaction independent of the Services in order to circumvent the obligation to pay any Fees related to Instelar's provision of the Services;

- iii. submit any false or misleading information;
 - iv. violate any local, national, or other law or regulation, or any order of a court;
 - v. copy, store or otherwise access any information contained on the Site, the App and the Services or content for purposes not expressly permitted by these Terms;
 - vi. access the Site or the App or the Services to collect User Information and Content via automated means
 - vii. use User Information and Content for any purpose other than the Services or as set out in these Terms;
 - viii. do anything that could damage, disable, overburden or impair the proper working of the Site, the App or the Services, such as a denial of service attack or attempt to breach or circumvent security or in any way interfere with any other party's use and enjoyment of the Site, the App or the Services;
 - ix. upload viruses or other malicious code to the Site, the App, or the Services;
 - x. access the Site or the App or use the Services for any unlawful, misleading, deceptive, malicious or discriminatory purpose;
 - xi. allow, encourage or otherwise facilitate a breach of these Terms; or
 - xii. republish, display, or mirror any individual element within the Site, the App or the Services, including but not limited to Instelar's name, trademark, logo or other Intellectual Property, information, or the layout and design of any page or form contained on a page within the Site, the App, or the Services, without Instelar's written consent.
- c. The user agreed not to advocate, encourage and assist any third party in doing any of the foregoing prohibited conduct stated in clauses 5.a and 5.b above.

6. User License

- a. Subject to these Terms, Instelar grants to the User a personal, non-exclusive, non-transferable, limited and revocable license to use the Site, the App and the Services for its own use on a computer or mobile device controlled by the User as permitted in accordance with these Terms (User License), and not to use the Site, the App and the Services in any other way or for any other purpose. All other uses are prohibited without Instelar's prior written consent.
- b. The right to use the Site, the App and the Services is licensed to the User and not being sold to the User. A User has no rights in the Site, the App and the Services other than to use it in accordance with these Terms.
- c. Instelar reserved the right to amend the terms on user license.

7. Payments

- a. In order to create and renew account, Users are required to pay the contract fee and the deposit (if needed) of the Site, App, Tracker or as otherwise agreed with Instelar.
- b. Fees maybe payable to use some additional services.

- c. Fees may differ between Users.
- d. Instelar has the right to charge the User for all government taxes or charges of any kind that may be applicable.
- e. Transactional fees arise from the payment of Fees or payment of government taxes or charges are the responsibility of the User. Transactional fees include but are not limited to credit card fees, bank charges and charges imposed by payment gateways. Instelar has the right to charge the User for any transactional fees.
- f. All amounts are quoted and to be paid in Hong Kong Dollars unless otherwise specified or as otherwise agree by Instelar.
- g. The User may pay for the Services as directed by Instelar. The User must not pay, or attempt to pay, for the Services through any fraudulent or unlawful means. If a User's payment is not able to be successfully processed, then the Account will be terminated.
- h. In the absence of fraud or mistake, all payments made are final and the User shall not have the right to cancel its purchase for any reason without Instelar consent.
- i. If the User makes a payment, the User warrants that the payment information provided to Instelar is true, accurate and complete, that the User is authorized to use the payment medium (such as cheque, bank transfer or credit card) to make the payment, that the payment will be honored by the payment medium, and that the User will maintain sufficient funds in the related account to cover the Fees. Any overdraft or other fees that are charged as result of insufficient funds are the responsibility of the User.
- j. The User agrees to indemnify Instelar for all reversals, charge- backs, claims, fees, fines, penalties and other liability that may be incurred by Instelar (including costs and related expenses) that are caused by or arising out of payments authorized or accepted by the User.
- k. If a User believes that an unauthorized transaction has been processed to its account, the User shall notify Instelar immediately so that Instelar can take action to prevent financial loss.
- l. Instelar may take any lawful action to recover any unpaid fees. If the User fails to pay, the User's information will be passed on for collection and or legal action. The User acknowledges and agrees that it is liable for and will pay all costs including debt collection, commission, solicitor's fees and any fees created for this purpose.
- m. Instelar's pricing structure or payment methods maybe amended from time to time at its sole discretion.
- n. Instelar may make inquiries directly or via third party concerning User identity and creditworthiness.

8. Confidential Information

- a. Instelar agree not to disclose User information to any third party and to use all reasonable endeavors to protect User confidential information from any unauthorized disclosure. Instelar will only use the confidential information for ancillary business purpose.

- b. Users agree not to disclose Instelar's confidential information and other User's information including but not limited to information about Instelar's or any other User's business, structure, programs, processes, methods, operating procedures, product, services, technical information, concepts and ideas.
- c. above do not apply to confidential information including Instelar's confidential information or a User's Confidential Information that:
 - i. is authorized to be disclosed;
 - ii. is in the public domain and/or is no longer confidential, except as a result of breach of these Terms;
 - iii. is received from a third party, except where there has been a breach of confidence; or
 - iv. must be disclosed by law or by a regulatory authority including under subpoena.

9. Intellectual Property

- a. All logos, slogans, content, designs, diagrams, drawings, graphics, images, layouts, appearance, videos, ideas, methods, databases, codes, algorithms, software, fees, pricing, notes, documents, domain names, confidential information, copyright, rights in circuit layouts (or similar rights), registered or unregistered trademarks, trade names, patent, know-how, trade secrets and any other intellectual or industrial property whether such rights are capable of being registered or not (collectively referred to as Intellectual Property), including but not limited to copyright which subsists in all works displayed on the Site, the App and the Services, the layout, appearance and look of the Site, the App, and the Services together with any applications for registration and any rights to registration or renewal of such rights anywhere in the world, whether created before or after the date of these Terms and whether or not used or contained in the Site, the App and the Services are owned, controlled or licensed to Instelar (or its affiliates and/or third party licensors as applicable).
- b. The User agrees that, as between the User and Instelar, Instelar exclusively owns or holds the relevant license to all Intellectual Property rights in the Site, the App and the Services, and that nothing in these Terms constitutes a transfer of any Intellectual Property. The Intellectual Property, the Site, the App and the Services are protected by copyright, trademarks, patent, trade secret, international treaties, laws and other proprietary or industrial rights whether such rights are capable of being registered or not, and also may have security components that protect digital information as authorized by Instelar or the owner of the content.
- c. The User agrees that it will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, App and Services, or Intellectual Property.
- d. Some Intellectual Property used in connection with the Site, the App and Services are the trademarks of their respective owners (collectively referred to as Third Party Marks).
- e. Unless authorized in writing by Instelar or the applicable trademark holder or Intellectual

Property owner, Instelar's (or the applicable trademark holder's or Intellectual Property owner's) Intellectual Property and Third-Party Marks may not be copied, imitated or used, in whole or in part including but not limited to:

- i. altering or modifying any of the code or the material on the Site, the App or the Services;
 - ii. causing any of the material on the Site, the App, or the Services to be framed or embedded in another website;
 - iii. creating derivative works from the content of the Site, the App or the Services,
- f. Subject to a written permission being obtained from Instelar, Users may republish, copy, distribute, transmit, or publicly display (in hard copy, soft copy or online) material on the Site on the following grounds:
- i. Users must make no alterations to the Site or the App including by creating a frame or border around the material;
 - ii. Users must attribute the material to Instelar, including linking back the Site where possible. Users must not attribute materials, whether expressively or implicitly, to themselves;
 - iii. Users must not remove or alter any of the material including Instelar's Intellectual Property and User Content;
 - iv. Users must not imply that Instelar endorses any of the User's products or services;
 - v. Users must not misrepresent their relationship with Instelar;
 - vi. Users must not use the material for commercial gain; and
 - vii. Users must not do so in a way that could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy, or that would bring Instelar, the Site, the App or the Services, into disrepute.
- g. Users agree that they will not undertake, cause, permit or authorize any modification, creation of derivative works, translation, reverse engineering, decompiling, separation, disassembling or hacking of the whole or any part of the Site, the App and the Services.
- h. Users of the Site, the App or the Services do not obtain any interest or license in the Intellectual Property or Third-Party Marks without the prior written permission of Instelar or the applicable Intellectual Property owner. Users may not do anything which interferes with or breaches the Intellectual Property rights.
- i. If a User breaches any part of this Intellectual Property clause, Instelar shall have the right to terminate the Account and stop the User's access to all or part of the Site and App immediately and without prior notice.

10. Limitation of Liability

Instelar's maximum liability arising out of or in connection with the Site, the App or the Services, however arising, including but not limited to under contract, tort, negligence, under statute or

otherwise, will not exceed the latest contract Fees on software section paid to Instelar.

11. Indemnity

- a. Each User agrees to defend and indemnify and hold Instelar (its directors, employees) harmless from and against any claims, actions, suits, demands, damages, liabilities, costs or expenses (including legal costs and expenses on a full indemnity basis), including in tort, contract or negligence, arising out of or connected to the User's use of or access to the Site, the App or the Services; any breach by the User of these Terms; any willful, unlawful or negligent act or omission by the User; and any violation by the User of any applicable laws or the rights of any third party.
- b. Instelar reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by the User, in which event the User will cooperate in asserting any available defenses.

12. Disclaimers

- a. Instelar provides no warranty as to the accuracy or reliability of any advice or information contained in the Site, the App and the Services and no responsibility is accepted by Instelar or its directors, employees or agents for any loss or damage by a User whatsoever arising out of any representation, act, error or omission, whether express or implied (including responsibility to any person by reason of negligence).
- b. The Site and the App are intended to provide the Services only. Instelar disclaims all responsibility and all liability (including responsibility to any person by reason of negligence) for all expenses, losses, damages and costs any User might incur as a result of information on the Site or the App or any linked website being inaccurate or incomplete or otherwise unreliable.
- c. Instelar makes no warranties that any part of the Site, the App and the Services including User Information and Content, projects etc. are free of infection by viruses or other contamination. Users are responsible for scanning any communication or downloads from the Site, the App and the Services.
- d. Instelar will not be liable for any loss or damage of whatsoever nature arising out of or in any way connected with a User, its directors, employees or agents acting outside of his or her authority, including but not limited to the establishment of an Account on the Site or the App and or the use of the Services.
- e. Instelar is not responsible for the actions of Users or of third parties and the User agrees to release Instelar, its directors, employees and agents from any known or unknown liability, claim or damage arising out of or in any way connected with any claim that the User may have against another User or third party.
- f. Instelar makes no express or implied warranties or representations of any kind with regard to any of the products and services made available through the Site, the App or the Services.

- g. Instelar is not liable to any User for any loss of profits or other consequential, special, indirect or incidental loss or damage arising out of or in any way connected with these Terms, access of the Site or the App or use of the Services even if Instelar has been advised of the possibility of such loss or damage.
- h. Whilst all care is taken to ensure accuracy of any information contained in communications sent or forwarded by Instelar, no warranty is given and the recipients of Instelar's communications and Users must rely on their own enquiries.
- i. The Information contained in communication by emails or otherwise from Instelar or other Users and third parties and any attached files are strictly private and confidential and should be read by the intended addressee only. Users must advise the sender of any communication where the User is not the intended addressee immediately and promptly delete the communication and any attachments permanently. Users should scan any communications to detect any viruses, worms, Trojan horses and/or malicious codes. By reading any such communication and opening any attachments, Users accept full responsibility for taking all necessary protective and remedial action about viruses and other defects. Instelar accept no liability whatsoever for any loss or damage (whether caused by negligence or otherwise) arising in any way from such communication or its attachments.
- j. In order to effectively operate the Site, the App and the Services, Instelar may monitor and record certain aspects of a User's use of the Site, the App and the Services. All information collected is regulated by Instelar's Privacy Policy which is available on the Site. Users authorize Instelar to collect, store and use such information and waive any right of action in connection with the collection, storage and use of such information by Instelar or an authorized agent.
- k. The User agrees that any legal remedy or liability that it seeks to obtain for actions or omissions of other Users or other third parties will be limited to a claim against the other User or other third party who caused it harm. The User is encouraged to communicate directly with the relevant User on the Site, the App or the Services regarding any communications or arrangements made between them and to resolve any dispute between them.
- l. To the fullest extent allowable under applicable law, Instelar disclaims all warranties, representations and conditions, whether express or implied, including any warranties, representations and conditions that the Site, the App or the Services are merchantable, of satisfactory quality, reliable, accurate, complete, suitable or fit for a particular purpose or need, non-infringing or free of defects or errors.
- m. For the avoidance of doubt, the User is solely responsible for compliance with any and all laws, rules and regulations, including but not limited to tax obligations that may apply to its use of the Site, App and Services. Instelar is not responsible for any duties, fees, taxation, working visa or matters associated under these Terms.
- n. Instelar advises that all Users using the Site, App and Services should seek advice in relation to these matters.

- o. Users who access the Site or the App or use the Services do so at their own risk.
- p. Any costs and expenses associated with accessing the Site, App and Services such as internet access charges and mobile broadband data charges are the User's responsibility.

13. Cancellation by User:

- a. Unless the user has agreed with Instelar that this Agreement should continue for a specified duration, the User (Corporate) may cancel its account by giving Instelar a thirty day notice by email to info@intelar.com with the Request of Cancellation Form. When its account has been cancelled and all its employee account associated will be classified as personal account at the same time. Please be reminded that NO refunds will be made in this situation.
- b. All document and information of the user (Corporate) will be archived and the authority to edit will be removed. The copies of archived will be provided to corporate user upon requested within 30 days after cancellation.

14. Termination

- a. Notwithstanding any agreement between Instelar and the User, Instelar may terminate an account immediately by notice in writing if:
 - i. A user does not settle the agreed Fees mentioned in signed contract or the contract become expired, threatens to become or proceeding liquidation and dissolution;
 - ii. A user with personal account died;
 - iii. Instelar reasonable believes a user has breached these Terms.
- b. Unless Instelar has agreed in a supplementary agreement with the User that this agreement should continue for a specified duration, Instelar may terminate this Agreement by giving the User a thirty day of notice in writing. Upon giving such notice Instelar may cancel the user authority to edit its Account.
- c. When an Account is terminated, all project document and information created by its User on the Site, the App or the Services may be archived by Instelar and become inactive.
- d. When a User's corporate account has been terminated, all accounts of its employee will be classified as personal account.
- e. Upon termination of a User's Account any of the following may occur, with or without notice to the User: the User's Account will be deactivated, its password will be disabled, and the User will not be able to access the Site, the App, the Services, its Account or its User Information and Content.
- f. Instelar may deactivate, disable or change the passwords of the user account without notice.
- g. the User may request an archive copy of its Information and Content stored by the User on Instelar's storage facilities at the time the Account was terminated within 30 days of the termination date. Instelar is not obligated to retain an archive copy of the User's Information and Content after thirty days of the termination date.

- h. The User must promptly return and delete all Intellectual property and any devices lent to user.
- i. Instelar may retain copies of the user's information and document required by law or regulatory requirements.

15. Dispute Resolution

- a. Feedbacks and opinion are welcomed from all Users. Instelar will seek to resolve User's concern effectively and objectively.
- b. If there is any complain from a User, Instelar will aim to respond and provide a suitable solution within thirty days. If the User is unsatisfied with Instelar's respond, the User is required to write the dispute and state the action preferred to settle the dispute. The User and Instelar agreed to communicate with each other in good faith in order to resolve the stated dispute.
- c. "Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

16. Changes

- a. Instelar reserved the right, at our sole discretion, to modify or replace these Terms and Conditions at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms take effect.
- b. User would be considered as acceptance if continuously access or use our services. If not, please stop using it.

17. Governing Law

These Terms shall be governed and construed in accordance with the laws of Hong Kong without regard to its conflict to law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our service, supersede and replace any prior agreements we might have between us regarding the Service.

18. General

Accuracy: Instelar will endeavor to keep the information contained on the site, the App and the services up to date and correct. Instelar makes no representations, warranties or guarantees, express

or implied, about the completeness, accuracy, reliability, suitability or availability of any information, images, products, services, or related graphics contained on the Site, the App and the Services for any particular purpose. The User hereby acknowledges that such information and materials may contain mistakes and inaccuracies without any liability by Instelar.

Security: Instelar is secured under the well-known SSL to protect User information. All the information is encrypted automatically using secure 256-bit encryption keys and stored on Huawei cloud. All transaction and payments details are also protected by EV SSL in order to enjoy the high level of security.

Fraudulent Activities: The User agrees that if Instelar reasonably suspects that there are fraudulent activities occurring within the Site, the App or the Services, Instelar reserves the right to immediately terminate any Account involved in such activities.

Force Majeure: Instelar will not be liable for any delay or failure to perform its obligations under the Terms if such delay is due to any circumstance beyond its reasonable control, including any forces of nature, disruptions to the internet infrastructure, public bandwidth shortages, industrial action, acts of terrorism, protests, riots, civil commotion, fire, explosion, flood, epidemics, lock-outs of agency.

Notice: Any notice in connection with the Terms will be deemed to have been duly given when made in writing and delivered or sent by email or post to the party to whom such notice is intended to be given or to such other address or email address as may from time to time be notified in writing to the other party.

Waiver: Any failure by Instelar to insist upon strict performance by a User of any provision in the Terms will not be taken to be waiver of any existing or future rights in relation to the provision.

Applicable Law: These Terms and use of the services is subject to the laws of Hong Kong SAR, Instelar has no guarantee to complies with the law of any other country. The User accesses the site and use the services at its own risk.

19. Contact Us

If user have any question about these Terms and Conditions, please contact us by email at info@instelar.com.