

## 1. INTRODUCTION

- 1.1. The Retirement Plan B program is composed of the Course described below and accessible through retirementplanb.com (“**Website**”) and the Retirement Plan B Online Education Platform (“**RPB Education Platform**”). The RPB Education Platform is operated by the platform operator (the “**Platform Operator**”)
- 1.2. Please read these Terms carefully. The Terms constitute a binding agreement between you, as a User, Member or Affiliate of the Website and any Services provided by the Platform Operator.
- 1.3. Please note that these Terms represent the entire agreement and understanding between the User/Member of the Website and the Platform Operator. If you are an Affiliate, these Terms should be read in conjunction with the Affiliate Program Agreement. The Platform Operator reserves the right to modify these Terms, to the maximum extent possible under law, at any time without advance notice to reflect changes to the Course and Services offered, changes to the Affiliate Program, changes to applicable laws or regulations or other changes that the Platform Operator considers desirable. Any such changes will be published on the Website and will be effective immediately upon notice to you that may be provided by any means including, but not limited to, posting on the Website, email notice or any other electronic communication. You agree to check these Terms periodically for new provisions that govern the Website. Your continued use of the RPB Education Platform shall be your consent to such changes.
- 1.4. You may also subscribe to any Courses/Services offered through the Website. In this case you may be also subject to additional terms and conditions or disclaimers applicable to such Courses/Services, which will be brought to your attention at that time.

## 2. DEFINITIONS

- 2.1. In these Terms, capitalised terms have the following meanings:

**Account** means your user account on the RPB Education Platform, including your User Data.

<b><i>Affiliate</i></b>	means any persons participating in the Affiliate Program that operate their own websites (each an “Affiliate Website”) for the purposes of marketing Services to their users.
<b><i>Affiliate Landing Page</i></b>	means a web page on the Website that the Platform Operator shall develop and that will be co-branded with the Affiliate’s branding and the Platform Operator’s branding.
<b><i>Affiliate Link Page</i></b>	means a web page on the Affiliate Website which shall link directly to an Affiliate Landing Page on the Website.
<b><i>Affiliate Program</i></b>	means the arrangement whereby the Affiliate may get a commission for purchases made through the Affiliate Link Page.
<b><i>Affiliate Program Agreement</i></b>	means the agreement governing the relationship between an Affiliate and the Platform Operator.
<b><i>Affiliate Referred User</i></b>	means a user who has clicked through to the Company Website from an Affiliate Link Page.
<b><i>Affiliate Website</i></b>	means any affiliate website and sub-domain thereof.
<b><i>BF Global or Bnk To The Future</i></b>	means BF Global, a Cayman Islands exempted company with registered number 344615
<b><i>BF Staff</i></b>	means all individuals who represent the Platform Operator, including, but not limited to, contractors, agents, consultants, partners or other parties working on behalf of the Platform Operator.
<b><i>Content</i></b>	means all material protected by trademark and copyright laws, and downloadable from the Website.
<b><i>Course</i></b>	means a series of lessons based on a software and online Modules designed for educational purposes.

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<b>Examples</b>	means any investments mentioned in the course for educational purposes only.
<b>Funds</b>	means any fiat currency or any non-fiat electronic currency (including, without limitation, crypto-currencies such as Bitcoin and Ethereum).
<b>Member</b>	means any person that has established an Account on the RPB Education Platform.
<b>Module(s)</b>	means a separate part of a Course that covers a specific subject.
<b>Platform Operator</b>	means RPB Education HK LTD, a company incorporated in Hong Kong with registered number 2993206.
<b>Privacy Policy</b>	means the Privacy Policy of the Platform Operator.
<b>RPB Education Platform</b>	means the online education platform comprising the Website and the Services operated by the Platform Operator.
<b>Services</b>	means any products or services offered by, or obtainable from, any BF Staff through the Website or which are otherwise made available to Members by any BF Staff.
<b>Terms and Conditions Of the RPB Education Platform or Terms</b>	means these Terms and Conditions of Use of the BnkToTheFuture Investment Platform.
<b>User</b>	means a non-Member and non-Affiliate that accesses the Website.
<b>Website</b>	means the website at <a href="http://www.retirementplanb.com">www.retirementplanb.com</a> and any sub-domains thereof (unless expressly excluded by their own terms and conditions).

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**You** means any person accessing or using the Website and or any Services and **Your** should be interpreted accordingly.

### 3. INTERPRETATION

3.1. Unless the context otherwise requires in these Terms:

- 3.1.1. the singular includes the plural and the masculine includes the feminine and neuter genders and vice versa;
- 3.1.2. references to a **person** include natural persons, companies, partnerships, firms, joint ventures, associations or other bodies of persons (whether or not incorporated);
- 3.1.3. **writing** and **written** includes any method of representing or reproducing words in a visible form, including in the form of an Electronic Record;
- 3.1.4. a reference to **shall** shall be construed as imperative and a reference to **may** shall be construed as permissive;
- 3.1.5. the term **and/or** is used to mean both **and** as well as **or**. The use of **and/or** in certain contexts in no respects qualifies or modifies the use of the terms **and** or **or** in others. **Or** shall not be interpreted to be exclusive, and **and** shall not be interpreted to require the conjunctive, in each case unless the context requires otherwise;
- 3.1.6. any phrase introduced by the terms **including**, **includes**, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 3.1.7. headings are inserted for reference only and shall not affect construction;
- 3.1.8. references to any statute or statutory provision include that statute or provision as it may have been, or may from time to time be, amended, modified, re-enacted, or replaced and include references to all by-laws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom;

- 3.1.9. any reference to **these Terms** or to any other terms and conditions, agreement or instrument is a reference to these terms or, as the case may be, the relevant terms and conditions, agreement or instrument as may be amended, restated, supplemented, replaced or otherwise modified from time to time.

#### **4. DISCLAIMERS - NO RECOMMENDATIONS/ADVICE PROVIDED**

- 4.1. Information contained in this Course is for an educational purpose only.
- 4.2. Neither the Platform Operator nor any member of Platform Operator or BF Staff should be regarded as advising on the suitability of any investment opportunity presented on the RPB Education Platform or recommending that you buy, sell or hold any particular investment.
- 4.3. You acknowledge that trading in cryptocurrencies, stocks, and futures contracts is not suitable for everyone and involves risks. You are solely responsible for any losses as a result of using the Website.
- 4.4. You acknowledge that we do not provide any investment, tax, or legal advice. The Platform Operator recommends that you conduct your own due diligence, investment research, and consult your legal or tax professional regarding your situation before determining whether an investment strategy or a particular investment is suitable to you.
- 4.5. The Platform Operator does not warrant that the Website and related services will be available without interruption. Although the Platform Operator is committed to providing the highest quality of services, it is dependent on the availability of telecommunication and internet access and does not guarantee that there will be no delays, failures, errors, omissions or loss of transmitted information.
- 4.6. The Platform Operator does not verify and guarantee the accuracy, completeness or adequacy of any information, the suitability or profitability of any specific investment strategy, or the reliability of any investment or information source.
- 4.7. The Platform Operator does not warrant or guarantee the accuracy, solvency, stability, or reliability of any of the financial instruments or investments

mentioned on the Website.

- 4.8. The Platform Operator does not intend to warrant, guarantee or recommend any third party products that can be shown on the Website.
- 4.9. The Affiliate Program is provided on an "as is" and "as available" basis and the use of the Affiliate Program is at the Affiliate's own risk. We do not make any representations or warranties, either expressed or implied, with respect to the Affiliate Program, or any service or information provided through the Affiliate Program.
- 4.10. The Platform Operator is not responsible for any damage, injury or economic loss arising from the use of the Affiliate Program.
- 4.11. The platform Operator will not be liable for indirect or accidental damages (loss of revenue, commissions) due to affiliate tracking failures, loss of database files, or any results of intents of harm to the Affiliate Website and/or to our Website.

## 5. WARRANTIES AND ACKNOWLEDGEMENTS

- 5.1. The User, Member or Affiliate of the RPB Education Platform hereby agrees and acknowledges that:
  - 5.1.1. No BF Staff are certified professional financial advisers. BF Staff may provide educational information about securities, shares, cryptocurrencies, crypto assets, or any other related financial investments in order to assist User/Member in learning more about such products. Information may include but is not limited to tutorials, videos, podcasts, audios, articles, posts, news. BF Staff is not responsible for any investment decision you may choose to make following your participation in the Course.
  - 5.1.2. Investments in the financial markets are speculative and risky. The financial instruments set out in Clause 5.1.1 are highly volatile, which means that the value of your investments may repeatedly and quickly rise or fall. Any investments mentioned in the Course (the "**Examples**") are done for educational and illustrative purposes only and are not by way of recommendation.

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- 5.1.3. The Platform Operator may cite Examples referring to investments that had been profitable at the time they were made. However, past performances are not indicative of future performances, and the Platform Operator makes no guarantees or representations that such Examples will be profitable at a later time. As well as pricing information pertaining to a specific Example are subject to minute to minute market changes.
- 5.1.4. Performance data is not intended to serve as the basis for any financial decision; as a recommendation of a specific investment advisor; or as an offer to sell or purchase any security, investment or cryptocurrency. Only a prospectus or private placement memorandum (PPM) may be used to offer to sell or purchase securities, and a prospectus / PPM must be read and considered carefully before investing or spending money. Certain products discussed may only be available to individuals that meet certain qualification criteria and may not be available in your jurisdiction depending on your local regulatory requirements.
- 5.1.5. The Course has been designed for educational purposes only. The Platform Operator does not recommend any specific investments. Users/Members must only rely on their own regulated and authorised professional advisers, and brokers should they wish to invest in any specific investment.
- 5.1.6. The Platform Operator has not promised or represented to the User/Member in any forms, verbally or writing, that the User/Member participating to the Course will make a profit as a consequence of any purchases of financial products advertised in Examples, nor is, in general, guaranteed any profit from the general educational information provided in the Course.
- 5.1.7. The RPB Education Platform is provided on an as is basis. At times the RPB Education Platform may experience a high demand which may result in delivery delay and congestion of the customer support desk. The Platform Operator endeavours to address enquiries within a reasonable period, however does not accept liability for any losses, indirect or otherwise, that results from a Member suffering a loss due to a delay in customer support.

- 5.1.8. Members accessing the Course fully accept the risks and agree that they will have no recourse to seek damages against even if they suffer loss damages from using the Website or relying on the Course.

## 6. INTELLECTUAL PROPERTY

- 6.1. All content offered on the Website (“**Content**”), including, but not limited to, Courses, marketing materials, logos, softwares, are protected by trademark and copyright laws. BF Global is the owner or the licensee of all Content displayed on or provided through the Website, other than third party images and descriptions licensed for use on the Website. Such IP is provided by BF Global to the Platform Operator under a license agreement for its use in providing education services.
- 6.2. By enrolling in the Affiliate Program, the Affiliate grants to the Platform Operator a non-exclusive, non-transferrable, royalty free licence to use the Affiliate’s trademarks and any and all other materials to the extent required to operate the Affiliate Program and to perform the Platform Operator’s obligations under the Agreement. The Platform Operator acknowledges and agrees that the Affiliate (and its licensors, as applicable) own all intellectual property rights in the Affiliate Website and any materials provided by the Affiliate. Except as expressly stated herein, the Agreement shall not grant the Company any rights to or in any copyrights, patents, database rights, trade marks (registered or unregistered), trade names, trade secrets, or any other rights or licences belonging to the Affiliate.
- 6.3. The Platform Operator grants to the Affiliate a non-exclusive, non-transferrable, royalty free licence to use the BF Global’s trademarks and any and all other materials provided by the Platform Operator to the Affiliate to the extent required to establish links, in the form of Affiliate Link Pages, to the Website and to perform the Affiliate’s obligations under the Agreement.
- 6.4. The Affiliate acknowledges and agrees:
  - 6.4.1. That the Platform Operator (and its licensors, as applicable) owns all intellectual property rights in the Website and any materials provided by the Platform Operator;
  - 6.4.2. That it is sole responsibility to follow all applicable intellectual property and other laws that pertain to the Affiliate Website.



- 6.4.3. Not to use the BF Global and Platform Operator's proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays BF Global, the RPB Education Platform or the Platform Operator in any negative light.
- 6.5. Except as expressly stated herein, these terms shall not grant the Affiliate any rights to or in any copyrights, patents, database rights, trade marks (registered or unregistered), trade names, trade secrets, or any other rights or licences belonging to BF Global or the Platform Operator.
- 6.6. You can submit, post or distribute content ("**User Generated Contents**") on the Website. You affirm, represent and warrant that:
  - 6.6.1. you have all the necessary rights, license, authorisation, permissions or consent to publish and reproduce User Generated Contents;
  - 6.6.2. your submission, posting or distribution will not infringe or violate the rights of any third parties. You are solely responsible for your User Generated Contents any legal consequences of your behaviour.
- 6.7. All User Generated Content is licensed to the Platform Operator as a worldwide, complete, perpetual, non-exclusive right to modify, adapt, transfer, assign, sub-license, or in any way use the content in whole or part on a royalty-free basis.
- 6.8. No Website Content or User Generated Content shall be copied, printed off, downloaded, reproduced or revised without the prior consent of the Platform Operator. Making unauthorised copies of the Content may result in the termination of your Account, prohibition to use the Site, and further legal action.
- 6.9. If you copy, print, download, reproduce or revise any part of the Website in breach of these terms your right to use the Website will cease immediately and you will be requested to return or destroy the material in your possession.

## **7. MEMBERSHIP**

- 7.1. All Users must first open an Account on the RPB Education Platform to become a Member. Each User is forbidden to have more than one Account on the RPB Education Platform; any abuse will allow the Platform Operator to

suspend or remove the abusive Account.

7.2. Membership gives a Member 2 years unlimited online access to the purchased Services, Course, and Content on the Website.

7.3. All Members agree to the following rules (“**Rules**”):

7.3.1. You will treat other Users/Members with courtesy and respect. This means refraining from conduct that includes, but is not limited to, threatening, abusive, harassing, racist, prejudice, defamatory, libellous, deceptive, fraudulent, tortious, obscene, offensive, profane, or invasive of another's privacy;

7.3.2. You will not share, republish, transmit or otherwise distribute Content or any other image, text, or information you find on the Website, unless you have obtained a writing authorisation or are licensed to do so;

7.3.3. You will refrain from sharing information that you know is false, misleading, non-factual, lacking official proof and evidence or inaccurate;

7.3.4. You will refrain from submitting any content that contains software viruses or any other computer codes, files, or programmes that are designed or intended to disrupt, damage, limit, or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorised access to any system, data, password, or other information of the Platform Operator or any third party;

7.3.5. You will not try to use chats, forums or other services accessible on the Website for commercial purposes by advertising or soliciting to other Members or Users;

7.3.6. You will not send junk mail, spam or private messages to other Members or repeat posts of the same content on the Website.

7.3.7. You will not attempt to impersonate any other person or entity, including any BF Staff member.

- 7.4. Any use of the Website for any of the purposes listed in Clause 7.3 is strictly prohibited and will result in suspension or termination of your Account, without refund, and civil or criminal liability. The Platform operator, at its sole discretion, may terminate your Account at any time and will provide you a notice to the email address associated with your Account.
- 7.5. Users/Members acknowledge and consent to the sharing of their personal data with third party service providers for purposes of screening Members for purposes of legal and regulatory compliance.
- 7.6. The RPB Education Platform is provided on an as is basis. At times the RPB Education Platform may experience a high demand which may result in delivery delay and congestion of the customer support desk. The Platform Operator endeavours to address enquiries within a reasonable period, however does not accept liability for any losses, indirect or otherwise, that results from a Member suffering a loss due to a delay in customer support.
- 7.7. No person who is a direct or indirect competitor of the RPB Education Platform (or any Affiliate of such person) may be a Member and any use of the Website to obtain information or content for any competitive purpose will be a breach of these Terms.

## **8. AFFILIATE PROGRAM**

- 8.1. By enrolling as an Affiliate, you must first open an Account on the RPB Education Platform;
- 8.2. Acceptance of these Terms and the Affiliates' indication that they wish to enrol in the Affiliate Program, and the entering into the Affiliate Program Agreement constitute an application to enrol in the Affiliate Program which the Platform Operator may, at its sole discretion, accept. Upon the Platform Operator's acceptance. The Affiliate will be requested to enter into a non-exclusive Affiliate Program Agreement. Please note that in the case of conflict between these Terms and the terms of the Affiliate Program Agreement, the latter shall prevail.
- 8.3. The Platform Operator may, at its discretion, decide whether to approve or not your application. The Platform Operator reserves the right to reject or review your application at any time. However, this does not preclude us to re-evaluate your application at a later time.

- 8.4. The Affiliate agrees that the Affiliate Website does not contain any material that the Platform Operator, in its sole discretion, may consider to:
  - 8.4.1. Promote sexually explicit materials or content;
  - 8.4.2. Promote violence, hate speech or any form of discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
  - 8.4.3. Promote Illegal activities;
  - 8.4.4. Incorporate any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law;
  - 8.4.5. Include “retirementplanb.com”, “RPB”, “banktothefuture.com” or variations or misspellings thereof in its domain name or any other similar domain name to us;
  - 8.4.6. Promote gambling, including without limitation, any online casino, sports books, bingo, or poker;
  - 8.4.7. Contain software downloads that potentially enable diversions of commission from other affiliates in our program;
  - 8.4.8. Generate any sort of affiliate cookies on the User unless the User has explicitly provided the consent by clicking on a clearly marked link, button or image for these specific cookies.
- 8.5. In the case the Platform Operator approves your application, you will become an Affiliate and have access to your Account on the Website where you will be able to see all information relating to your Affiliate Program.
- 8.6. The Affiliate is solely responsible for the maintenance and information updates on the Affiliate Website. We reserve the right to monitor you’re the Affiliate Website as we feel necessary to make sure that it is up-to-date and to notify you of any changes that we feel should enhance your performance.
- 8.7. Nothing in these Terms will create any partnership, employment, agency, or joint venture relationship between the Affiliate and the Platform Operator. The Affiliate has no authority to act on Platform Operator’s behalf.

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- 8.8. The Platform Operator shall create, operate, and maintain the Affiliate Landing Pages which comprises the Affiliate's logo and other materials provided by the Affiliate.
- 8.9. The Platform Operator shall provide the Affiliate appropriate materials to link to the Affiliate Landing Page to the Affiliate Link Page.
- 8.10. The Platform Operator reserves the right to monitor the Affiliate Website at any time in order for us to verify whether the Affiliate is following these Terms and the Affiliate Program Agreement. We may inform you whether we think you should make any changes to the Affiliate Website in order to ensure that the Affiliate Link Page is not appropriate and to notify you of any other changes that we feel should be made. Failure to make the suggested changes within thirty (30) days constitutes a material breach of these Terms.

## **9. COURSE**

- 9.1. The Course may consist of free and paid Content, including an Online Training Program (OTP), based on software and online Modules, that includes, but is not limited to, classes, live seminars, and mentorships, accessible through the RPB Education Platform.
- 9.2. The Course is for educational purposes only and should not be construed as a recommendation or an offer to buy or sell any security or the suitability of any investment strategy for Members. The Platform Operator nor any of its representatives are licensed to provide investment advice. All purchasers of any Content are strongly advised to consult with a professional financial advisor regarding the appropriateness of any investing/trading strategy before making an investment.

## **10. INFORMATION, PAYMENTS, CANCELLATION AND REFUNDS**

- 10.1. You have the right to receive adequate information about the product you are purchasing, and, after the purchase, you have the right to cancel your purchase. Your rights are guaranteed under the EU Consumer Rights Directive 2011/83/EU (CRD), being the framework for the EU wide governance for all online sales in Europe, which gives consumers protection when buying services or goods online.
- 10.2. Information

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10.2.1. BF agrees to provide you with the following information:

- 10.2.1.1. A description of the main characteristics of the Course purchased on the Website;
- 10.2.1.2. The Platform Operator details and information;
- 10.2.1.3. the total price of the Course, inclusive of Value Added Tax (VAT);
- 10.2.1.4. where applicable, all additional delivery charges;
- 10.2.1.5. the arrangements for payment, delivery, and the time by which the Platform Operator undertakes to deliver the goods or to perform the service;
- 10.2.1.6. the Platform Operator complaint handling policy to handle any complaints from Users;
- 10.2.1.7. the period for which the offer or the price remains valid. The agreed fees are displayed on the Course page, and are subject to periodic review;
- 10.2.1.8. a reminder that the Platform Operator will provide best endeavours to provide educational material that is in conformity with the description illustrated on the Course page;
- 10.2.1.9. The duration of the contract.

### 10.3. Payments

- 10.3.1. The Member purchasing the Course agrees to pay the fees for Content that he/she purchases on the Website, and authorises the Platform Operator to charge himself/herself for those fees through one of the payment facilities that can be found on the Website. The Platform Operator works with reliable third party payment services providers to offer Members a convenient and reliable payment method and to keep payment information secure.
- 10.3.2. The Member purchasing Content agrees not to use an invalid or unauthorised payment method. Whether the payment fails and the

Member still gets access to the Content, the Member has to be considered enrolled and agrees to pay the corresponding fees within thirty (30) days of notification from the Platform Operator. The Platform Operator reserves access to disable the access to any Content for which payment is not received.

#### 10.4. Cancellation

- 10.4.1. You have the right to cancel this contract within 14 days (the “**Cancellation Period**”) without giving any reason.
- 10.4.2. The Cancellation Period will expire after 14 days from the day on which the Course is purchased.
- 10.4.3. To exercise the right to cancel you have to inform the Platform Operator of your decision to cancel the purchase by sending a notice to [support@retirementplanb.com](mailto:support@retirementplanb.com)
- 10.4.4. To meet the cancellation deadline it is sufficient for you to send your communication concerning your exercise of right to cancel before the Cancellation Period has expired.

#### 10.5. Refund:

- 10.5.1. You may be eligible for a refund if the Module purchased is not what you are expecting. A Member loses the right to ask for a refund if that Member decides to opt for Module 2 of the course. The request for a refund must be submitted within 14 days according to the terms above (see Clause 10.4).
- 10.5.2. Shall the Content purchased be disabled for legal or policy reasons, the purchaser is entitled to a refund beyond 14 days limit. The Platform Operator also reserves the right to refund purchasers if there is suspected or confirmed account fraud.
- 10.5.3. If the Platform Operator decides to issue a refund, the credit will be shown on your Account.
- 10.5.4. We reserve the right, if we reasonably believe that you are abusing our refund policy, such as the case you have accessed and trained with a significant portion of Content, to deny your request of refund,

ban your Account, and/or restrict all future use of the Services.

- 10.5.5. There is no refund if you fail to attend any Course or purchase the Course through a discount code.

## 11. COMMISSION - AFFILIATE PROGRAM

- 11.1. The Affiliate earns a commission from authorized referrals that generate purchases on the Website via the Affiliate Link Page.
- 11.2. The Platform Operator grants the Affiliate a commission agreed in a separate Affiliate Program Agreement which also regulates method and term of payment.
- 11.3. Affiliate is responsible for any and all charges, fees, taxes, exchange rates, surcharges and other expenses arising out of the Affiliate relationship with the Website including those incurred in order to receive affiliate payments.
- 11.4. All information relating to the Affiliate and its relationship with the Website will be displayed on the Affiliate Account.
- 11.5. The Affiliate may be not credited for the purchases generated from the Affiliate Link Page in the following cases:
  - 11.5.1. The purchaser did not buy within 30 days of clicking the link on the Affiliate Link Page;
  - 11.5.2. The purchaser used a different browser or device from the browser or device used when the link on the Affiliate Link Page was clicked;
  - 11.5.3. The customer clicked a different link on another Affiliate Link Page (this overrides the initial link) before purchase.
- 11.6. The purchaser will receive the payment in the sole case the purchase generated from the Affiliate Link Page has been successfully completed and the term for the purchaser to ask for a refund has expired. Transactions that result in chargebacks or refunds will be void.



- 11.7. If you have any queries about commission please contact [support@retirementplanb.com](mailto:support@retirementplanb.com) for further help.

## 12. DATA PROTECTION PROCEDURES

- 12.1. You agree that your personal data may be processed by and on behalf of us in accordance with our Privacy Policy, which is available on request.
- 12.2. Information will be stored on cloud based systems. Access to information will be restricted to directors/employees and, where necessary for the provision of the services, contractors or other third parties. Data will be used exclusively for the provision of the services. No data will be released to third parties without your consent unless we are complying with a legal requirement to make a disclosure including a court order; in such cases and where relevant we will inform you in advance of making such a disclosure.
- 12.3. By signing up to the Course you agree for us to share your email address with Bnk To The Future for them to share information about newsletters on their site. You are entitled to opt out at any stage. Note that the Platform Operator will use Members contact information to send to Members weekly or monthly newsletters, information about the Platform Operator, and promotional material for our products.
- 12.4. Please read the Privacy Policy on the Website which describes how data is collected and processed when the Users access the RPB Education Platform. If you do not understand or do not wish to be bound by these Terms or the Privacy Policy, you should not use the Website.

## 13. REFERRAL TRACKING

- 13.1. The Platform Operator will provide the Affiliate with an Affiliate Landing Page to link advertisements and other marketing content to the Website. The Website will track Users/Members who have visited this Affiliate Landing Page using cookies. Only Users/Members who make a purchase while the cookie is active will be considered referrals of the Affiliate and recorded as such.
- 13.2. The Affiliate is not authorized to modify or alter the Affiliate Landing Page or the cookies in any way. The Platform Operator is not responsible for any tracking or reporting errors that may result from any modifications to the Affiliate Landing Page or the cookies.

## **14. DISCOUNTS**

- 14.1. The Platform Operator at its sole discretion may offer discounts on the products it sells. Such discounts may be in the form of a discount code or otherwise. In the event that a discount has been provided to a prospective member on the Platform then the Discount is non-transferable and in the event that it is not used within the time indicated with the discount it will expire within 30 days from the date of issue (whichever is earlier).

## **15. TERMINATION AND SURVIVAL**

- 15.1. The Platform Operator reserves the right, particularly in the case of misuse of services, to terminate the Account without notice.
- 15.2. The Member or Affiliate may terminate the Account at any time with or without cause, by providing us with us a written notice. Upon our acceptance of your request, your account and any personal information will be deleted (except for that information that we are required to keep in compliance of any applicable laws).
- 15.3. Any provisions of these Terms, including, but not limited, to those addressing Privacy Policy and Intellectual Property, Indemnification, Limitation of Liability, which are either expressed to survive its termination or from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect notwithstanding such termination.

## **16. INDEMNIFICATION**

- 16.1. The User, Member or Affiliate agrees to indemnify and hold harmless the Platform Operator and/or Bnk To The Future against all damages, losses, costs and fees, including, but not limited to, and their respective subsidiaries, affiliates, officers, faculty, students, fellows, governing board members, agents and employees from and against any third-party claims, actions, or demands arising out of, resulting from or in any way related to your use of the Website, the Affiliate Website or the Affiliate Program, including any liability or expense arising from any and all claims, losses, damages (actual and consequential), suits, judgments, litigation costs, and attorneys' fees, of every kind and nature.

## **17. LIMITATION OF LIABILITIES**

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Information contained in this course and associated videos or materials including pre-course content (**Course Content**) provided herein from retirementplanb.com (**RPB Education Platform**) or affiliated website such as bnktothefuture.com or other third party website are for educational purposes only. Under no circumstances is the RPB Education Platform operator (**Platform Operator**) providing to you financial, legal or tax advice. You acknowledge that you are solely responsible for any losses as a result of your own trading or investment activities. Any Course Content referring to past performance is not an indication of future performance. Any third party service provider referred to in Course Content is not an endorsement or recommendation to use the same. The RPB Education Platform is provided on an 'as is' basis.

- 17.1. The User/Member understands and agrees that, to the full extent permitted by applicable law, the Platform Operator shall not be liable for any damages (including any special, incidental, indirect, punitive or consequential damages) whether arising in contract, warranty, tort, product liability, or for loss of use, profit, revenue or data to you or any third person arising from the Member's use of the Website or the Course, or any platform applications, Content or other materials accessed through or downloaded from the RPB Education Platform, or in connection with any failure or performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line of system failure, even if the Platform Operator or its representatives are advised of the possibility of such damages, losses or expenses.
- 17.2. The Member agrees that any cause of action arising out of or related to these Terms must commence within one (1) year after the cause of action accrues or the cause of action is permanently barred.

## **18. WAIVER**

- 18.1. A failure or delay by the Platform Operator to exercise any right or remedy provided under these Terms shall not constitute a waiver of such right or provision.

## **19. SEVERABILITY**

- 19.1. If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted and the other provisions of these Terms shall remain in full force and effect.

## **20. ENTIRE AGREEMENT**

- 20.1. These Terms constitute the entire agreement between you and each BF Staff in connection with your use of the Website, the RPB Education Platform and any Services accessed on or through the Website or the RPB Education Platform.
- 20.2. In the event of a conflict or inconsistency between these Terms and the terms and conditions of the use of the RPB Education Platform, these Terms shall prevail.

## 21. GOVERNING LAW AND JURISDICTION

- 21.1. These Terms are governed by the laws of Hong Kong and you agree to submit to the exclusive jurisdiction of the Hong Kong courts in respect of any dispute relating to or arising out of the matters governed by these Terms.

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