



## SoFi Hong Kong App // Terms of Use

Effective Date: 26<sup>th</sup> June 2023

SoFi Securities (Hong Kong) Limited (“the Company”) is holding the licence of Type 1 and Type 4 Regulated Activities as defined in Schedule 5 of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

In case of inconsistencies or conflict between the Chinese and the English versions of this Terms of Use, the English version shall prevail.

The information and materials in SoFi Hong Kong Application (“this App”) is/are protected by copyright.

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The Company may discontinue or make changes in the information, products or services provided in this App at any time without prior notice to you.

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### Restriction of Use

The Company may in its sole discretion and without giving you prior notice prohibit or restrict your ability to use this App.

### Use of Information

#### Information Provided by HKEX

All information made available in this App is for reference only. (1) HKEX Information Services Limited, its holding companies and/or any subsidiaries of such holding companies or other service provider(s) (“HKEX”); and (2) the Company endeavour to ensure the accuracy and reliability of the information provided but do not guarantee its accuracy or reliability and accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.

#### Information and Materials Provided by the Company

The information and materials available on this App, including text, graphic or other items (collectively, the “Content”) is provided for general information only, and is furnished without regard to the investment objectives, financial situation or particular needs of any particular person. You should not rely on nor use the Content as a basis for making decisions relating to your investment portfolio without first assessing and verifying the data and information independently and/or consulting your Financial Advisor. The Company accepts no liability for any loss or damage arising directly or indirectly from the reliance on any Content contained on or accessed through this App.

Whilst the Company has no reason to believe that any information contained on this App is inaccurate, we do not warrant the accuracy, adequacy or completeness of such information, nor does the Company undertake to keep this App updated. The Company does not accept responsibility for loss suffered as a result of reliance by you upon the accuracy or timeliness of information contained on this App.

#### Return vs. Risk Score and Diversification Score

The Return vs. Risk Score and Diversification Score (“The Scores”) are assumed figures presented for informational purposes only, and are neither an indication, prediction, forecast nor guarantee of future performance results of an investment, and may differ to the original formula.

The Scores on this App. are based upon sources of information believed to be reliable. Such information and Scores have not been independently verified and the Company makes no guarantees to their accuracy, completeness, timeliness or correctness. Any trade executed following the Scores on this app is taken at your own risk for your own account.

#### Compliance with Conditions of Provision of Content

You acknowledge that the Company may obtain the Content from the relevant exchange or other third party providers. You agree

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- (a) that any Content provided to you is for your individual use only;
- (b) not to use any Content to establish, maintain or provide or to assist in establishing, maintaining, or providing a trading floor or dealing service;
- (c) not to disseminate any of the Content to any other person; and
- (d) not to use or permit the use of any Content for any illegal purpose.

### No Guarantee of Accuracy of Content

You understand that neither the Company nor the relevant exchange or third party supplying the Content guarantees the timeliness, sequence, accuracy, reliability or completeness of the Information. In particular, market quotations provided to you may not be real-time quotes for the relevant securities due to market volatility and delay in transmission. Neither the Company nor the relevant exchange or third party supplying the Content will be liable in any way (whether in tort, contract or otherwise) for any loss or damage you may incur in connection with the provision of any such Content to you.

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You agree that the information, Content, products or services provided in this App and the software comprised therein are proprietary to the Company and/or third party service providers. You agree not to tamper with, modify, decompile, reverse engineer or otherwise alter in any way, or gain unauthorized access to, any part of the information, Content, products or services provided in this App or the software comprised therein, and will not attempt to do any of the above. You undertake to notify the Company immediately if you become aware that any other person is doing any of the above.

### Profile Information

When using this App, you agree that information on your personal profile (created by you through this App), your trading data and the information of your portfolio held in the Company (including but not limited to underlying shares, performance information and its statistics) will be made available to other users of the Company and this App (the "Profile Information"). You acknowledge and consent that by sharing your Profile Information, other may use such information to infer or formulate strategies and trading based on your trading information.

The Company will put the control in place in order to protect the market integrity and avoid the improper operation of market force.

The Company reserves the rights to amend or filter the Profile Information and reserves the rights to suspend or terminate access to any information or features of this App available therefrom at any time in order to protect the market integrity and avoid the improper operation of market force. The Company may exercise such rights if the Company detects the market integrity is being hampered or the Company perceives that the operation of market may be potentially distorted by market force if such information is shown.

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All trading or investments you make must be pursuant to your own unprompted and informed self-directed decision. You are solely and exclusively responsible for determining whether any investment, or strategy, or any other product or service is appropriate or suitable for you based on your investment objectives and personal financial circumstances. The Company will not be liable for any losses that you may sustain.

**PAST PERFORMANCE INFORMATION AND THE RELATED STATISTICS OF USER ACCOUNT IS NOT INDICATIVE OF FUTURE PERFORMANCE.**

**WHEN REVIEWING THE PROFILE INFORMATION OF ANOTHER USER, YOU SHOULD NOT ASSUME THAT THE IS UNBIASED, INDEPENDENT OR QUALIFIED TO BE INVESTMENT EXPERT OR INVESTMENT PROFESSIONAL OR EQUIPPED WITH PROFESSIONAL INVESTMENT SKILLS.**

**FURTHERMORE, SUCH USER MAY HAVE DIFFERENT INVESTMENT HORIZON, RISK APPETITES AND RISK TOLERANCE. THE GOOD PAST PERFORMANCE OF INVESTORS IN SHORT PERIOD MAY RESULT IN SUBSTANTIAL LOSS IN LONG TERM PERIOD. THEREFORE, INVESTMENT STRATEGY OF SUCH USER MAY NOT BE SUITABLE FOR YOU.**

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You acknowledge sole responsibility for and assume all risks arising from your use of any such websites or resources.

### **Indemnity**

#### General Indemnity

Without prejudice to any other provision in this Terms of Use, you agree to fully indemnify the Company and its officers, employees and agents against any loss or liability which any of them may incur or suffer pursuant to or in connection with:

- (a) any act or omission by any of them in the performance of the Company's obligations under this Terms of Use, save where due to the negligence or willful default of the Company; or
- (b) any failure by you to observe the provisions of, or perform your obligations under, this Terms of Use.

You agree that the Company and any of its directors, officers, employees or agents shall not incur any liability for any delay or failure to perform any obligation under this Terms of Use or for any loss or damage caused directly or indirectly by any condition or circumstances over which the Company and its directors, officers, employees or agents do not have control, including but not limited to government restriction, exchange or market rulings, suspension of trading, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, power failure, software malfunction, unauthorized access, system downtime, theft, war (whether declared or not), insurrection, riot, labour disputes, strikes, accident, flood, severe weather, earthquakes, fire or other act of God.

#### Breakdown of Transmission of Communication Facilities

The Company will not be responsible for any delay or error in, or distortion or incompleteness of, transmission, receipt or execution of Instructions due to either a breakdown or failure of transmission of communication facilities or unreliable medium of communication.

#### No Liability for Consequential Damages

You further agree that neither the Company nor any of its officers, employees or agents will incur any liability for any consequential, incidental, special or indirect damage that may result from inconvenience, delay, loss or suspension of the use of this App.