

Terms of Site Use

Updated as at 16 January 2023

These Terms of Site Use (the “Terms”) apply to the users of Pioneer Asset Management Limited (“we”, “us”, “Pioneer” or the “Company”) website <https://www.pioneer-am.com/> (the “Website”, “Site”). By using our site, such as accessing, browsing and submitting enquiries, you agree to these Terms. If you do not agree to these Terms, do not use this site.

Change of Terms

Pioneer reserves the right to modify and update these Terms whenever needed without notice.

Disclaimers

This site may include information, such as product description, that may be modified, updated, added, and removed. All information listed on this site is for informative purposes, and not an offering or solicitation of digital securities.

We do not make any explicit or implicit warranties regarding your use of the Website, including but not limited to the applicability, freedom from error or omission, consistency, accuracy, non-infringement, reliability, and applicability to a specific purpose, provided by the Website or any information, links, products or business of any third party(ies). Furthermore, we do not make any commitment or guarantee in connection with the validity, accuracy, correctness, reliability, quality, stability, integrity and timeliness of the technology and information of the Website. Your decision to log onto the Website and/ or continue with its use is your personal decision and therefore you shall bear any and all the risks and losses howsoever caused. For the avoidance of doubt, this means you understand and agree that we take no responsibility for and shall not be held liable for any punitive, special, indirect, consequential, incidental or similar damages caused by any of the following events:

- use or attempted use of the Website or any of the information contemplated by these Terms
- where we are reasonably justified in believing that your conduct on the Website is suspected of being illegal or immoral
- your misunderstanding of the information offered by the Website
- any other losses related to the information provided by the Website, which cannot be attributed to us

We cannot guarantee that all the information, programs, texts, etc. contained in the Website are completely safe, free from the interference and destruction by any malicious programs such as viruses, trojans, etc. Therefore, your use of the Website, download of any program, information and data from the Website and your use thereof are your personal decisions and you shall bear the any and all risks and losses that may possibly arise.

Force Majeure

You agree and understand that in no event shall we be liable for delays, failure in performance or interruption of Website which result directly or indirectly from any cause or condition beyond our control, including, but not limited to, actions by government, judicial or administrative authorities, other acts that are not within our control or beyond our inability to control, or due to causes on the part of third parties, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, pandemic, strike or other labor dispute, fire, interruption in telecommunications or internet services or network provider services, failure of equipment and/ or software, other catastrophe or any other occurrence which is beyond our control and shall not affect the validity and enforceability of any remaining provisions.

Reasonable Care

We have taken all reasonable care and have used commercially reasonable efforts in executing our responsibilities to you pursuant these Terms. From time to time, interruptions, errors, or other deficiencies in service may occur due to a variety of factors, some of which are outside of our control. These factors can contribute to delays, errors in service, or system outages. You may experience difficulties in accessing your account, withdrawing your fiat currency or digital assets, depositing your fiat currency or digital assets, and/ or placing, amending and/ or canceling orders.

In addition to the limitation of liability provisions, you further agree that we cannot (under any circumstances) be held responsible for any erroneous order or transaction or “system failure” (i.e. failure of any computer hardware or software), or “downtime” (including maintenance time), which prevents us from fulfilling our obligations under these Terms or the Website, provided that we used commercially reasonable efforts to prevent or limit such erroneous orders/ transactions, system failures, or downtime.

Indemnity

If we (as a consequence of your action or inaction) suffer any loss or damage as a result of your actions/ inactions, breach of these Terms, or use/ misuse of the Website, you agree to indemnify us for all such direct and indirect losses and damages, including external third party fees and expenses (e.g. lawyers, accountants, advisers), any fees in relation to the defense of our case in court or otherwise. In no event shall we be liable for any act, omission, error of judgment, or loss suffered by you in connection with these Terms or the Website. You agree to indemnify and hold us harmless from or against any or all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including reasonable attorneys’ fees), claims, disbursements or actions of any kind and injury (including death) arising out of or relating to the performance (action or inaction) of your obligations under the Terms or your use of the Website.

Applicable Law and Dispute Resolution

The laws of the Hong Kong SAR shall govern these Terms.

Any dispute, controversy, difference or claim arising out of or relating to these Terms, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding noncontractual obligations arising out of or relating to it shall first be resolved by mutual good faith discussion and negotiation between the parties. If using such methods do not result in a resolution, the matter may be referred to arbitration and finally resolved by the Hong Kong International Arbitration Centre (“HKIAC”) under the rules admitted and in force when the notice of arbitration is submitted. Unless otherwise decided by the arbitration commission, arbitration fees and other expenses in relation to such arbitration shall be borne by the losing party.

Governing Language

Content in these Terms may be available in multiple languages. In case of any conflict between different language versions of such content or any omission in any language version, the English version of such content shall prevail.

Severability

If any provision of these Terms is found unenforceable, invalid, or illegal by any court of competent jurisdiction, the validity of the remaining provisions of these Terms shall not be affected.

Relationship of the Parties

You agree and understand that nothing in these Terms shall be deemed to constitute, create, imply, give effect to, or otherwise recognise a partnership, employment, joint venture, or formal business entity of any kind; or be deemed to have created, implied or otherwise treated us as your agent, trustee, fiduciary or other representative. The rights and obligations of you and us (each a “party” and together the “parties”) shall be limited to those expressly set forth herein. Except for the indemnity and exculpation provisions herein, nothing expressed in, mentioned in, or implied from these Terms is intended

or shall be construed to give any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to these Terms to enforce any of its terms and all representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the exclusive benefit of the parties.

Third Party Information

Pioneer's site may include hyperlinks to sites managed and controlled by third parties ("Other Sites"). Pioneer does not have any control over other sites and is not legally liable for the information displayed and broadcasted on Other Sites.

Other Terms and Policies

By using our site, you agree to other terms and policies bounding this site. For more information about other policies, please refer to Data Privacy Policy and Cookies Policy.