

TERMS OF SERVICE

Pelago is an online self-service event management platform provided by Waypoint Asia Limited that enables event organizers and promoters to plan, promote and sell tickets to social events and connects event organizers and promoters with users seeking to discover events, buy tickets to an event and share the events they are attending or planning to attend (collectively the "Services"). The Services are accessible at www.pelago.events and any other website through which Waypoint Asia makes the Services available (collectively the "Site") and as an application for mobile devices (the "Application"). By using the Site or Application you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("Terms") whether or not you become a registered user of the Services. These terms govern your access to and use of the Site, Application and Services and all Collective Content (defined below), and constitutes a binding legal agreement between you and Waypoint Asia Limited. Please also carefully read our Privacy Policy. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue to use the Site, Application or Services.

1. DEFINITIONS

- "Content" means information, text, software, data, images, video, graphics, design, music, sound and other material made available through the Pelago Site and Application.
- "Collective Content" means User Content and Waypoint Asia Content.
- "Intellectual Property Rights" means throughout the world all copyrights, database rights, trademarks, trade names, patents and other intellectual property or industrial property rights created, developed and subsisting;
- **"Event Organizer"** or **"Promoter"** means a person(s) signing-up to the Application in order to use its Services for creating and promoting their own events. An "Event Organizer" or "Promoter" is a specific type of User.
- "PDPs" means potentially destructive contaminating or harmful computer programs or components such as, but not limited to, worms, trojan horses and viruses.
- "Pelago Service Fee" refers to the fees charged by Waypoint Asia (processing fees) for a ticket purchase in addition to the payment gateway fees (eg. PayPal fees).
- "Refund Processing Fee" refers to fees charged for processing a refund of a ticket purchase and includes the payment gateway charges and Pelago processing charges.
- "Service" means the Pelago Application or Site.
- "Ticket" means a ticket issued through the Site, Application or Services to allow a User entry into a specified event.
- "User" means any individual or business (including any sole trader, partnership, limited company or other organization or person) who: a) completes the sign-up process (either itself or by means of a duly authorized officer, agent or other representative) including but not limited to Event Organizers or Promoters and Guests; b) buys one or more tickets; c) registers to attend an event; or d) uses the Services in any way.
- "User's Equipment" means the User's own computer equipment, phone equipment, telecommunications dial-up connection, software, any telecommunication services and communications lines (including any public lines) required by the User properly to access and use the Services by the following means: a) downloads the Application from the Apple App Store, Android Play Store or Google; b) clicks on a URL link from any source that directs the User to a Pelago web page (mobile, tablet or desktop);
- **"Waypoint Asia"** means Waypoint Asia Limited, a company registered in Hong Kong with company number 2023495 and whose registered office is at 3A Skyview Cliff, 49 Conduit Road, Hong Kong. Pelago is a trading name of Waypoint Asia Limited.
- "Waypoint Asia Content" means all Content that Waypoint Asia makes available through the Site, Application or Services including any Content licensed from a third party, but excluding User Content.



Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated; and all statutory instruments or orders made pursuant to it. Words denoting the singular number only shall include the plural and vice versa. Words denoting any gender shall denote all genders and words denoting persons shall include firms and corporations and vice versa. Unless the context otherwise requires reference to any clause, sub-clause or schedule is to a clause, sub-clause or schedule (as the case may be) of or to this Agreement. The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

2. MODIFICATION

Waypoint Asia reserves the right at its sole discretion to modify the Site, Application or Services or to modify these Terms, including the Service Fees, at any time and without prior notice. Modifications to the Terms will be posted on the Site or via the Application and shall become effective immediately upon posting. By continuing to use the Site, Application or Services following any such modification you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site, Application and Services.

3. ACCOUNT SIGN-UP

In order to access certain features of the Site and Application, you must sign-up to create an account ("Pelago Account") and become a User. You may sign-up to join the Services directly via the site or Application or as described in this section.

You can also sign-up to the Application by logging into your account with certain thirdparty social networking sites ("SNS") (including but not limited to Facebook, each such account, a "Third-Party Account"), via our Site or Application, as described below. As part of the functionality of the site, Application and Services you may link your Pelago account with Third-Party Accounts, by either (i) providing your Third-Party Account login information to Waypoint Asia through the Site, Application or Services, or (ii) allowing Waypoint Asia to access your Third-Party Account as permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to Waypoint Asia and/or grant Waypoint Asia access to your Third-Party Account (including but not limited to for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of each Third-Party Account and without obligating Waypoint Asia to pay any fees or making Waypoint Asia subject to any usage limitations imposed by such third-party service providers. By granting Waypoint Asia access to any Third-Party Accounts, you understand that Waypoint Asia will access, make available and store (if applicable) any Content that you have provided to and stored in your Third-Party Account ("SNS Content") so that it is available on and through the Site, Services and Application via your Pelago Account and Pelago Account profile page. Unless otherwise specified in these Terms, all SNS Content, if any, will be considered to be User Content for all purposes of these Terms. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts will be available on and through your Pelago Account on the Site, Services and Application. Please note that if a Third-Party Account or associated service becomes unavailable or Pelago's access to such Third-Party Account is terminated by the third-party service provider, then SNS Content will no longer be available on and through the Site, Services and Application. You have the ability to disable the connection between your Pelago Account and your Third-Party Accounts, at any time, by accessing the "Settings" section of the Site and Application. Please note that your relationship with the third-party service providers associated with your third-party accounts is governed solely by your agreement(s) with such third-party service providers. Waypoint Asia makes no effort to review any SNS Content for any purpose, including but not limited to for accuracy, legality or non-infringement and Waypoint Asia is not responsible for any SNS Content.

We will create your Pelago Account and your Pelago Account profile page for your use of the Site and Application based upon the personal information you provide to us or that we



obtain via an SNS as described above.. You agree to provide accurate, current and complete information during the sign-up process and to update such information to keep it accurate, current and complete. Waypoint Asia reserves the right to suspend or terminate your Pelago Account and your access to the Site and Application if any information provided during the sign-up process or thereafter proves to be inaccurate, not current or incomplete. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Pelago Account, whether or not you have authorized such activities or actions. You will immediately notify Waypoint Asia of any unauthorized use of your Pelago Account. Furthermore to be consistent with the terms of use of any FPM service provider or other third party service provider, you must be at least 18 years of age, or the legal age of majority where you reside if that jurisdiction has an older age of majority, to register for a Pelago account.

4. SERVICES AND RESPONSIBILITIES

4.1 Waypoint Asia's Services and responsibilities

Waypoint Asia via the Pelago Site and Application provides the following services: a) displaying and listing events as submitted by the Event Organizer; b) allowing the Event Organizer to promote his/her event by sending email invitations and sharing the event on social networks; c) accepting and processing on-line orders for tickets (free or paid) to the event that a User wishes to attend; d) providing User with a confirmation number for his/her transaction and ticket; e) allowing the Event Organizer to register Guests arriving at the event; f) displaying an event dashboard to provide Event Organizers with real time data on their sales and marketing results.

Waypoint Asia at its sole discretion reserves the right to: (a) refuse to accept a User's signup; or (b) limit a User's access to the whole or any part of the Services.

Access to Pelago is permitted on a temporary basis and Waypoint Asia reserves the right to suspend at its sole discretion the whole or any part of the Services for any reason whatsoever. In such situations, Waypoint Asia shall seek to, but shall not be obliged to, give the User as much notice as is reasonably practicable. For the avoidance of doubt, Waypoint Asia shall not be liable to the User for any loss whatsoever arising from such a suspension.

Waypoint Asia shall be entitled to vary the technical specification of the Services from time to time. Waypoint Asia may, for this purpose, suspend access to the Pelago Site or Application or close them indefinitely. Any of the material on Pelago may be out of date at any given time and we are under no obligation to update our material.

4.2 Event Organizers and Promoters' responsibilities

Pelago is a self-service platform, which allows Event Organizers or Promoters to market and promote events. Waypoint Asia is in no way responsible for the content of events uploaded onto the Site or Application and in no way endorses nor is affiliated with these events.

It is the sole responsibility of the Event Organizer or Promoter listing the event to make sure that the event details are correct, this includes but is not limited to: event date and time, ticket types and related prices, refund / chargebacks policy and door policy. Waypoint Asia is in no way responsible for incorrectly described events, nor is it responsible for any revenue lost as a consequence.

Should the Event Organizer cancel an event it is the Event Organizer's responsibility to inform Waypoint Asia and the customers who purchased tickets. The Event Organizer is responsible for paying refund charges for cancelled events, or contacting customers regarding an alternative date.

Waypoint Asia has the right to remove any events and take off sale any tickets, which it believes to be unsuitable for the Pelago Site or Application. Waypoint Asia has the right to withhold payouts for up to 45 calendar days in case of suspected fraud.

Event Organizers are responsible for informing Waypoint Asia of any bugs or issues with the Site or Application. Waypoint Asia is in no way liable for losses caused by these bugs or issues, but will endeavor to fix these as soon as possible.



Waypoint Asia accepts no responsibility for misused Event Organizer or Promoter Pelago Accounts. Waypoint Asia is not liable for losses incurred due to the misuse of a Pelago Account by the Account owner or any other party. This includes but is not limited to incorrect event information and other general misuse of the Account.

The Event Organizer agrees that Waypoint Asia will at all times be acting as the agent in arranging the sale of tickets to events. Waypoint Asia is not acting as a principal in the sale of tickets, nor do the tickets become at any time the property of Waypoint Asia. The Organizer hereby acknowledges that any taxes due and payable on the sale of the tickets are the Organizer's responsibility. Waypoint Asia has a right to charge a transaction fee ("Service Fee") over and above the face value of the ticket. This fee constitutes a financial transaction charge used to cover Waypoint Asia's cost of providing the Site, Application and Services.

4.3 User's responsibilities

The User shall be responsible for obtaining and maintaining the User's Equipment. Waypoint Asia has no responsibility or liability with respect to the User's Equipment.

The User acknowledges that despite Waypoint Asia taking reasonable precautions it is still possible that PDPs may be transmitted from the Server or a server belonging to any third party to the User's Equipment. The User therefore accepts that he shall have full responsibility for protecting the User's Equipment from PDPs and Waypoint Asia shall have no responsibility for ensuring that content downloaded from the mobile application and/or website is free of PDPs.

The User shall ensure at all times that its use of any part of the Services, including connection of the User's Equipment to the Server, is in accordance with all applicable data protection and other laws, licenses, codes of practice and regulations and is not in breach. of any contractual, statutory (including but not limited to infringement of Intellectual Property Rights, data protection, defamation, theft, fraud, drug-trafficking, money-laundering and terrorism statutes) or common law rights of any third party.

The User represents and warrants that all the information that it supplies to Waypoint Asia shall be accurate, complete and true in all respects and the User agrees that it shall notify Waypoint Asia immediately of any changes to such information or if such information becomes out of date.

The Services shall only be used by the User or a duly authorized officer, agent or other representative of the User. The User may not sell on or sublet either the whole or part of the Services.

The User shall not permit anyone else to copy, store, modify, transmit, distribute or broadcast any part of the Content except where it is necessary to do so to enable the User to receive the Services in accordance with these Terms.

In order to access the Services the User may be required to use a unique password ('Password'). The User may only disclose its Password to its duly authorized officers, agents or other representatives. The User is responsible for the security and proper use of its Password and shall take all necessary steps to ensure that the Password is kept confidential, used properly and not disclosed to unauthorized persons.

The Services are provided by Waypoint Asia subject to the condition that there will be no abuse or fraudulent use thereof by the User. Abuse and fraudulent use of the Services shall include (without limitation): a) obtaining or attempting to obtain, the Services by re-arranging, tampering with, or making connection with any facilities of Waypoint Asia, or by any trick, scheme, false representation or by or through any other fraudulent means or devices whatsoever in whole or in part; b) attempting to, or actually obtaining, accessing, altering or destroying any one or more from the data files, programs, procedures and information on the Pelago Application or Site or of Waypoint Asia or of another user of the Services; c) assisting another to perform the acts prohibited in a) and b) above; d) using the Services in such a manner as to interfere unreasonably with the use of the Services by any other User or authorized person; e) use of the Services by any person unless they are a duly authorized officer, agent or other representative of the User; f) use of the Services to create



a fictitious event for the purposes of defrauding ticket purchasers; g) use of the Services to publish an event for the sole purpose of self-promotion of a product or service and no intention to conduct an actual event; and h) use of the Service to publish an event with an attempt to deceive users as regards quality or content of the event.

5. PAYMENT AND SERVICE FEES

Tickets sold through the Pelago Site or Application are for events advertised by Event Organizers or Promoters through Pelago. The Event Organizer, in its sole discretion, determines factors such as ticket pricing, ticket types, available tickets quantity and occurrence of the event. Tickets may be sold exclusively through Pelago or through other companies not associated with Pelago.

Where a User pays for tickets through the Pelago Site or Application, we accept several methods of payment, including but not limited to Paypal, MasterCard and VISA. Any tickets purchased via the Site or Application are subject to a Service Fee. The Service Fee is charged to the ticket buyer or to the Event Organizer as defined by the Event Organizer when creating the event. The Pelago Site or Application collects payment of the ticket fees at the time of confirmation of the ticket purchase by the buyer. Waypoint Asia initiates payment of the ticket purchase amounts minus applicable Service Fees to the Event Organizer within five (5) Hong Kong business days after the event. The time it takes for the Event Organizer to receive payouts will depend upon the method for receiving payouts chosen by the Event Organizer. Some methods involve the use of third-party payment processors, who may charge the Event Organizer their own additional fees for the use of their services and may impose their own timing as regards payouts.

5.1 Pelago Fees

It is completely free to use Pelago for free events. There are no monthly charges or set-up fees and Pelago gives you access to powerful event promotion, event registration and reporting tools.

Pelago service fee

If your event is paid, we charge a service fee of 2.5% of the ticket cost plus 8 HKD per ticket sold in Hong Kong Dollar.

Payment processing fee

A payment processing fee also apply as set by the payment gateway. Pelago currently uses PayPal to accept payments when you set-up a paid event.

The table below provides a summary of the fees applicable per currency currently available on Pelago.

Currency	Pelago service fee	Payment gateway fee	Supported payment methods
HKD	2.5% + 8 HKD	See PayPal fees	Visa, Mastercard, PayPal
SGD	2.5% + 1.40 SGD	<u>See PayPal fees</u>	Visa, Mastercard, PayPal
USD (*)	3.9% + 1 USD	<u>See PayPal fees</u>	Visa, Mastercard, PayPal

(*) USD fee is for USD transactions outside of the United States.

6. ORDER PROCESSING

You hereby authorize Waypoint Asia to charge or debit your payment card or other account for the face value of any tickets you purchase, as well as any fees or other charges (such as taxes) that may be due in connection with any transactions you request through the Pelago Site or Application. Your ticket purchase order will be processed after your billing information has been verified. You will receive confirmation that your order was processed successfully via email shortly after the transaction is completed. If you do not receive an email confirmation of your purchase in either your email in-box or Spam email folder after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to confirm



whether or not your order has been placed by contacting Pelago Customer Support and warrant that any credit or debit card or other billing information that you provide is valid and accurate in all respects.

7. TICKET DELIVERY

Tickets purchased through Pelago will always be distributed in electronic format to the email you enter in connection with the purchase whereby tickets can be printed by the user to produce purchased tickets in physical form. Pelago will send a receipt to your e-mail immediately after your purchase.

8. REFUND POLICY

Tickets sold through Pelago are refundable in cases where the event is cancelled or postponed by the Organizer or the event does not take place for any reason.

In cases where the event is cancelled or is not taking place:

It is the responsibility of the Event Organizer a) to inform the event ticket purchasers via the Pelago Application or otherwise of an event cancellation as soon as the decision to cancel an event has been made, b) to disable all ticket types associated with this event on the Pelago Application and c) to pay the Refund Processing Fee to Waypoint Asia before the tickets are to be refunded by Waypoint Asia. The ticket purchase Service Fee is non-refundable. In addition, the ticket purchase Refund Processing Fee is payable by the Event Organizer. The ticket purchaser will receive a refund equal to the original ticket purchase amount less any ticket purchase Service Fee.

In cases where the event is postponed:

It is the responsibility of the Promoter to inform the event ticket purchasers via the Pelago Application or otherwise of an event postponement as soon as the decision to postpone an event has been made. The ticket purchaser may request a refund from Pelago Customer Service. The Service Fee is non-refundable. In addition, the ticket purchase Refund Processing Fee is payable by the ticket purchaser. The ticket purchaser will receive a refund equal to the original ticket purchase amount less the Service Fee and the Refund Processing Fee.

Disputes between the Event Organizer and the ticket purchaser related to refunds are to be raised to Pelago Customer Support by the ticket purchaser and/or the Organizer. Any assistance provided by Pelago Customer Support to process refunds does not change the terms set out in this Agreement, nor does it imply that Waypoint Asia accepts any legal responsibility regarding any aspects of the Organizer's event.

9. CONTENT

You agree that you shall be solely responsible for all Content that you contribute to the Pelago Site and Application and the consequences of submitting and publishing your Content. Waypoint Asia makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any user-submitted Content and under no circumstances will Waypoint Asia be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise made available via the Site or Application.

Furthermore, the Site and Application may contain links to other websites, which are completely independent of Waypoint Asia. We make no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any linked Site.

You agree not to use the Site and Application to make available any Content that is illegal, offensive, harmful, threatening, abusive, harassing, defamatory, hateful, vulgar, obscene invasive of another's privacy, or racially, ethnically or otherwise objectionable; or any Content that violates the intellectual property or other rights of third parties, or any Content that threatens the safety of others. You understand and agree that Waypoint Asia may review and delete any Content that in its sole judgment violates this Agreement.

As a User of Pelago, you are encouraged to contact Pelago Customer Support immediately



if you suspect any User violates the terms of this Agreement.

10. INTELLECTUAL PROPERTY

10.1 Waypoint Asia Content

The Pelago Site and Application and its Content are protected by Intellectual Property rights and laws. Waypoint Asia may own the Site and Application Content or portions of the Site and Application Content may be made available to Waypoint Asia through arrangements with third parties. All rights in Waypoint Asia Content are the copyright of Waypoint Asia or third parties.

Any redistribution, reproduction, distribution or commercial exploitation of part or all of the contents in any form, transmitting or storing Pelago Site or Application Content in any other Site or Application or other form of electronic retrieval system, are strictly prohibited. The Pelago Site and Application Content shall be used only for purposes that are permitted by this TOS and any applicable laws and regulations (foreign and domestic).

10.2 User Content

You agree that Content you submit to the Pelago Site or Application shall not infringe Intellectual Property and data protection rights of any third party and shall comply with applicable laws and regulations (foreign and domestic). In addition you agree that for such Content, you automatically grant to Waypoint Asia a non-exclusive, worldwide, perpetual, irrevocable, royalty-free license to use, reproduce, adapt, modify, distribute, translate, publish, create derivative works of, perform, display and otherwise exploit such Content, and to grant and authorize sublicenses of the foregoing. Furthermore you also agree that Waypoint Asia may use your name and logo for the purpose of identifying you as a customer of Waypoint Asia both on the Site and Application and in marketing and promotional materials.

11. DISCLAIMER OF WARRANTIES

We endeavor to provide the best service we can, but you agree and understand that the Pelago Site and Application are provided "as is", without express or implied warranty or condition of any kind. To the fullest extent permitted by law, Waypoint Asia, its directors, employees and other representatives disclaim any warranties or conditions of merchantability, title, non-infringement, or fitness for a particular purpose. Waypoint Asia makes no warranty that (i) the Service will be uninterrupted, secure, timely or error-free, (ii) the quality, safety, legality of content, products or services advertised or offered through the Site and Application will be satisfactory, (iii) user-submitted Content will be accurate, complete or true.

12. LIMITATION OF LIABILITY

To the fullest extent permitted by law, in no event shall Waypoint Asia nor any of its directors, employees or other representatives be liable for any direct, indirect, incidental, special, punitive, losses or expenses or consequential damages, whatsoever resulting from any (i) errors, mistakes or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of the pelage Site or Application, (iii) any unauthorized access to or use of our secured servers, any interruption or cessation of transmission to or from our Sit or Application, (iv) any bugs, viruses, Trojan horses or the like which may be transmitted to or through our Site or Application by any third party, (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the Pelago Site or Application, whether based on warranty, contract, tort, or any other legal theory.

We understand that, in some jurisdictions, warranties, disclaimers and conditions may apply that cannot be legally excluded, if that is the case in your jurisdiction, then to the extent permitted by law, Waypoint Asia limit its liability for any claims under those warranties or conditions to either supplying you the Service again (or the cost of supplying you the service again).

13. FORCE MAJEURE



Waypoint Asia shall not be responsible for any delay in, or failure of, the Services or the internet due to any occurrence commonly known as force majeure, including war, riots, embargoes, terrorism, strikes, or other concerted acts of workmen (whether of Waypoint Asia or others) casualties or accidents, or any other causes, circumstances, or contingencies beyond Waypoint Asia's control, which prevent or hinder the performance of Waypoint Asia of any of its obligations hereunder.

14. TERMINATION

These Terms will continue to apply to you until terminated by either you or Waypoint Asia. Waypoint Asia may terminate the Terms or suspend your access to the Pelago Site and Application at any time, including in the event of your actual or suspected non-compliance with the Terms. Immediately upon termination of the Terms, the User is no longer authorized to use the Pelago Site and Application. Any continued use of the Site and Application by the User explicitly confirms User approval of these Terms.

15. WAIVER

Failure or neglect by Waypoint Asia to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of Waypoint Asia 's rights hereunder nor in any way affect the validity of the whole or any part of these Terms nor prejudice Waypoint Asia 's rights to take subsequent action.

16. ASSIGNMENT

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Waypoint Asia without restriction.

17 NOTICES

Any notice required or permitted under the terms of this Agreement or required by statute, law or regulation shall (unless otherwise provided) be in writing and shall be delivered in person, or sent by registered mail or air mail as appropriate, properly posted and fully prepaid in an envelope properly addressed to Waypoint Asia as follows: All notices shall be sent to Waypoint Asia at Waypoint Asia 's address: Waypoint Asia Limited, 3A Skyview Cliff, 49 Conduit Road, Hong Kong or to such other address as may be designated by notice set out on the website or otherwise notified to the User. Waypoint Asia may at its sole discretion notify Users of any matter by displaying a message on the website. Any such notice shall be in the English language and considered to be received within seven working days after it was sent in the manner herein before provided.

18. INVALIDITY

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair: a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement or; b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

19. AGREEMENT

This Agreement supersedes any arrangements, understanding, promises or agreements made or existing between the parties hereto prior to this Agreement in respect of the Service and constitutes the entire understanding between the parties hereto regarding the same. Except as otherwise provided herein, no addition, amendment to or modification of this Agreement shall be effective unless it is in writing and signed by and on behalf of both parties.

20. LAW

This Agreement shall be governed and construed in accordance with Hong Kong Law and parties hereby submit themselves to the exclusive jurisdiction of the Hong Kong Courts in respect of any claim (including non-contractual disputes or claims).