

## **Hong Kong Shopu Collection Network Company Limited**

### **Agreement for terms of services (“this Agreement”)**

Hong Kong Shopu Collection Network Company Limited ( “hkshopu”) provides you with its services as hereinafter stated (the “Services”) subject to the terms and conditions set forth below. Please read these terms carefully and observe these terms when using the Services.

#### **Article 1 Acceptance of the terms**

1.1 The content of this Agreement includes the main text hereof and various rules which have been or may be published in the future by hkshopu. All such rules are an integral part of this Agreement and all have the same legal effect as the main text hereof.

1.2 Your login to hkshopu’s website by whatever means and your use of the Services indicates that you have fully read, understood and agreed to accept the terms and conditions of this Agreement (collectively the “Terms”).

1.3 Hkshopu has the right to amend any Terms in accordance with its business needs and will amend the Terms by posting the amended Terms on its website without any further notice to you separately. The amended Terms shall take effect upon its publication at hkshopu’s website. If you disagree with such amendments, please terminate your use of the Services immediately. Otherwise, it will be deemed that you have accepted the amended Terms. In the event of dispute arising between you and hkshopu, the latest Terms shall be applicable.

#### **Article 2 Registration**

##### **2.1 Eligible Users of the Services**

You hereby acknowledge that, when you complete the registration process or otherwise use the Services by other means permitted by hkshopu, you are a person, a legal entity or any organization that has full legal capacity and the capacity for civil conducts you purport to undertake. If you do not possess the foregoing capacity, please do not use the Services; otherwise, you and your guardian shall bear all consequences arising therefrom and hkshopu shall have the right to close or permanently freeze your account and claim against you and your guardian. If you register at hkshopu’s website on behalf of a company or other legal entity, you hereby represent and warrant that you have the authority to procure such company or legal entity to be bound by the Terms of this Agreement.

##### **2.2 Account registration**

2.2.1 After you have filled in the information in accordance with the instructions on the registration

or activation page, read and accept this Agreement and complete all the registration / activation procedures, or when you otherwise use the Services of hkshopu's website in methods permitted by hkshopu, you become bound by this Agreement. You may log in to hkshopu's website via the e-mail address and mobile phone number you have provided or confirmed as your login name or by other means recognized by hkshopu.

2.2.2 You hereby understand and agree that once you have completed the registration procedures of this website and the registration is successful, you will receive an Account and the password.

2.2.3 You may set up a user name for your account provided that it does not infringe or is likely to infringe the lawful rights of others. Otherwise, hkshopu may terminate the Services provided to you and close your account. After the cancellation of your account, the relevant user name will be released to other eligible users for registration and use.

2.2.4 After completing the procedures for registration or activation, you must correctly provide and update your information following the instructions of this website in accordance with the laws and regulations so as to ensure the information provided is true, up-to-date, complete and accurate. If there are reasonable grounds to suspect that the information you have provided is incorrect, false, outdated or incomplete, hkshopu has the right to send you an inquiry and/or a notice requesting correction and to directly delete any corresponding information until the suspension or termination of the Services (in whole or in part) provided to you without any liability, and you are solely liable for any and all resulting direct and indirect losses and adverse consequences.

### **Article 3 Account Security**

You are solely responsible for the confidentiality of your account, user name and password, and all activities that occur under your user name (including but not limited to, disclosure or release of information, clicking "agree" or "submit" to accept any rules or agreements online, renewing agreements or purchasing services online, etc.). You agree: (a) to immediately inform and authorize hkshopu to synchronize such information to hkshopu's websites in the event you discover any unauthorized use of your account, user name and password or any other situation that constitutes a breach of the confidentiality provisions between you and hkshopu; and (b) to correctly exit / log-out of the website at the end of each online operation session. Hkshopu cannot and will not be responsible for any losses or damage incurred as a result of your failure to comply with this provision. You understand that a reasonable period of time is required for hkshopu to take action in response to your request, and that hkshopu will not be liable in any way for the consequences that have occurred before it takes such action (including but not limited to any of your losses). Unless there are legal provisions or judicial decisions and with the consent of hkshopu, your account, user name and password are not allowed to be assigned, bestowed or inherited in any manner.

#### **Article 4 Termination of Services**

4.1 You agree that hkshopu may terminate your password, account (or any part thereof) or terminate your use of Services for any reason at its own discretion (including but not limited to, hkshopu believes that you have breached this Agreement or your conducts are in breach of this Agreement, both literally and substantially) provided that hkshopu has not charged you for any fees. You agree that, if hkshopu has charged you for any fees, hkshopu's termination of Services as described shall be based on reasonable suspicion and with prior notice to you via e-mail. You further acknowledge and agree that if hkshopu terminates the Services in accordance with this Agreement, hkshopu may immediately terminate your account or delete your account and all associated information and files, and/or prohibit your further access to such files or Services. Upon termination of the account, hkshopu is not obliged to retain any information in or in connection with the account or forward any unread or unsent messages to you or any third party. In addition, you agree that hkshopu will not assume any liability to you or any third party due to its termination of the Services provided to you.

4.2 You have the right to request hkshopu to terminate your account, and subject to hkshopu's approval, your account will be terminated. In this circumstance, your contractual relationship with hkshopu based on this Agreement will be terminated. Upon termination of the account, hkshopu is not obliged to retain or disclose to you any information in the account or forward any unread or unsent message to you or any third party.

4.3 You understand and agree that upon termination of the contractual relationship between you and hkshopu:

- a) hkshopu has the right to retain your information;
- b) hkshopu reserves the right to claim against you in accordance with this Agreement, for any illegal act or breach of this Agreement and/or rules during your use of the Services; and
- c) Your relationship with other users resulting from and during your use of the Services will not be terminated due to the termination of this Agreement and hence, such users affected by the termination of this Agreement will have the right to claim against you and you shall continue to perform your obligations as agreed.

#### **Article 5 Cancellation of the Account**

You agree that if you commit fraud, release or sell counterfeit or inferior products, infringe the lawful rights of others or otherwise seriously breach the rules of hkshopu's websites, hkshopu is authorized to cancel your account and in which event, you will be unable to log in to your account and all the Services provided by hkshopu's Websites to you will be terminated.

## **Article 6 Fees**

Hkshopu reserves its right to charge fees for the Services with a notice to you in accordance with Article 1.3. In addition, all taxes payable incurred by you in your transactions, any paid Services obtained from hkshopu or the access to hkshopu's server and relevant expenses relating to hardware, software, communication and network services etc. shall be borne by you. Hkshopu reserves the right to temporarily or permanently change or terminate all or part of the Services in the form of an announcement at its website without any further written notice.

## **Article 7 Services and Status of hkshopu's platform**

7.1 Through the platform services provided by hkshopu, you may publish transaction information, make inquiries about information of products and services, make decisions and carry out transaction, review other members, participate in activities organized by hkshopu and use other information and technical services provided by hkshopu.

7.2 Hkshopu merely provides a platform for its users to find counterparties, exchange information about products and services and obtain various services in relation to trading. Therefore, hkshopu will not be involved in any legal relationship or legal disputes arising from transactions among its users and will not and shall not be involved in such transactions. Please note that hkshopu cannot and does not control or guarantee the authenticity, lawfulness and accuracy of transaction information, nor can it control or guarantee the quality, safety or lawfulness of the products under such transactions or capacity of the relevant parties for performing their obligations thereunder. Furthermore, hkshopu cannot and will not control whether parties of transactions are capable of performing their obligations thereunder. In addition, you should be aware of the risks in dealing with persons acting fraudulently. Hkshopu suggests that you act prudently when using the Services through hkshopu's website.

## **Article 8 Rules for Using the Services**

### **8.1 Rules regarding your content**

8.1.1 "User Content" means any content provided by you during registration, posting, transactions, other public forums or via email to hkshopu or other users, including but not limited to data, text, software, music, audio, photo, images, videos, expressions or other materials. You are solely responsible for your User Content while hkshopu is merely the passive channel via which you post and publish User Content.

8.1.2 You agree and undertake that User Content or Products provided by you for trading on hkshopu's website ( "Products" shall mean all products, rights, interests, instruments, securities, services or actions in various forms, tangible or intangible, and lawfully tradable):

a. does not contain fraudulent elements and are not involved in the sale of counterfeit or stolen items;

b. does not infringe the proprietary right, copyright, patent, trademark, trade secret or other intellectual property rights, or privacy rights or reputation of any third party;

c. does not violate any laws, regulations, rules or ordinances (including but not limited to those in relation to export control, operation subject to license, trade quota, consumer protection, unfair competition or false advertising), this Agreement and any relevant rules;

d. does not include any contents constituting defamation (including commercial defamation), illegal intimidation or illegal harassment;

e. does not include any obscene contents or child pornography;

f. does not contain any virus, Trojan house, worm, time-bomb program or other computer program that deliberately destroys, maliciously disturbs, secretly intercepts or encroaches upon any system, data or personal information;

g. does not directly or indirectly link to or contain any description of products or services which: (i) are prohibited hereunder; or (ii) you have no right to link to or use the description of. In addition, you agree not to: (i) use the Services to send any chain emails, spam or any duplicated or redundant information; (ii) use the Services to collect email addresses and other information of other persons without their consent; or (iii) use the Services to generate false email addresses or otherwise attempt to mislead other persons as to the identity of the sender or source of the information; and

h. in hkshopu's opinion, should be prohibited or inappropriate to be advertised or traded through hkshopu.

8.1.3 You agree that you will not use any information for commercial purposes, including but not limited to copying any information displayed at hkshopu's website and use the same for commercial purposes without the prior written approval of hkshopu.

#### 8.1.4 Trademarks of hkshopu

Hkshopu is the owner of, and have proprietary rights to, the following trademarks and you agree not to use any of them without first obtaining the prior written permission of hkshopu:-



## 8.2 Rules for Transactions

8.2.1 Adding product descriptions. Product description is the text description, illustration and/or image provided by you for display on hkshopu's website, which may include (a) a description of the product owned and offered by you; or (b) a description of the product you are looking for. You

shall correctly classify such product descriptions. Hkshopu will not be liable for the accuracy or content of any product description.

8.2.2 Negotiations on the transaction. The parties to the transactions will explicitly describe their offer and counteroffer through hkshopu's website and conduct mutual negotiations. Upon acceptance of an offer or counteroffer by the parties, hkshopu's members have the obligation to complete the transaction. Unless under special circumstances, for example, the user makes any material change to the description of the Products or corrects any typo after you have sent your offer or you fail to verify the identity of the user involved in a transaction, all offers and undertakings shall be irrevocable.

8.2.3 No manipulation. You agree not to collude with any associates of the counterparty or any third party who aids in deception or fraud to manipulate the result of any business negotiation with the counterparty.

8.2.4 No intervention with the transaction system. You agree not to use any device, software or routine program to or attempt to intervene with the normal operation of hkshopu's website or any transaction being carried out thereon. You shall not take any actions that would unreasonably or disproportionately overload hkshopu's network infrastructure.

8.2.5 Feedback on transactions. You shall not take any actions that may compromise the integrity of the feedback system, including using a secondary membership ID or any third party to input positive feedback about yourself, using a secondary membership ID or any third party to input negative feedback on other users (bombardment of feedback), or inputting negative feedback for the user's failure to perform certain acts beyond the scope of the transaction (malicious feedback).

#### 8.2.6 Dispute Settlement

(i) Hkshopu will not be involved in any legal relationship and legal disputes arising out of transactions between users and it will not and shall not be involved in such transactions. You hereby release hkshopu (and its agents and employees) of any and all liabilities for any claims, requests and damages (actual and consequential) of whatever type and nature arising from or in connection with any dispute with one or more users or any third-party service provider you sourced through hkshopu's website.

(ii) Hkshopu has the right to accept and mediate any dispute arising from a transaction between you and another user. In addition, it has the right to unilaterally decide at its sole discretion whether the complaint and/or claim made by other users against you is valid or not. If hkshopu finds the claim valid, you shall promptly use your own funds for compensation. Otherwise, hkshopu has the right to use the deposit paid by you (if any), deduct the corresponding amount from the fees any

products or services of hkshopu and its affiliates you have paid for but not yet consumed or other funds (or interests) in any of your accounts with hkshopu's websites for compensation. Hkshopu has no obligation to use its own funds for compensation, but in case it makes such payment on your behalf, you shall promptly compensate all losses suffered by hkshopu. Otherwise hkshopu has the right to deduct such corresponding funds or interests in the manner set forth above. If it is still insufficient to cover the loss suffered by hkshopu, hkshopu reserves the right to make further claims. Given that hkshopu is not a judicial authority, you fully understand and acknowledge that the hkshopu has limited ability to identify evidence and handle disputes and that it only accepts and handles trade dispute upon your request, and does not guarantee that the dispute will be resolved to your satisfaction nor will it undertake any liability for such resolution. Hkshopu has the right to decide whether or not to participate in dispute settlement.

(iii) Hkshopu has the right to gather information from you via email and notify the other party via email of the information gathered. You have the obligation to cooperate with hkshopu, otherwise hkshopu has the right to settle the dispute in a manner unfavourable to you.

### 8.3 Consequences of Violating the Rules

8.3.1 If hkshopu believes that any User Content may cause any legal or moral liability to hkshopu or may cause hkshopu to lose all or part of the services from its internet service provider or other suppliers, hkshopu may take any action it deems necessary or appropriate to the User Content at its sole discretion, including but not limited to deleting such content. You hereby warrant that you have full rights, including complete copyright, in the User Content you submitted to hkshopu. You acknowledge that hkshopu has no responsibility to identify or determine which User Content submitted by you to hkshopu shall be protected and hkshopu will not be liable for the use of your User Content by other users of the Services

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8.3.2 You shall be solely liable for and hold hkshopu harmless from any damage caused to any third party due to your potential breach of such warranties.

8.3.3 Without prejudice to any other remedies, hkshopu may immediately issue you with a warning, temporarily or indefinitely suspend, terminate or cancel your membership, delete any of your existing product information and any other content displayed by you on the websites, if: (i) you breach this Agreement; (ii) hkshopu cannot verify or authenticate any information provided by you to hkshopu; or (iii) hkshopu believes your behavior may cause any legal liability to you, hkshopu's users or any third-party service providers providing service through hkshopu or hkshopu's website. Without prejudice to any other remedies, if you are found to have engaged in any fraudulent activity involving hkshopu's website, hkshopu may suspend or close your account.

8.3.4 If any actions taken by users have been confirmed by effective legal instrument or held by

hkshopu at its sole discretion as violating laws or breaching this Agreement, hkshopu has the right to disclose such illegal activities at hkshopu's website and impose penalties (including but not limited to restriction of the users' right and termination of Services).

## **Article 9 License**

You fully understand and agree to irrevocably grant hkshopu and its affiliates the following rights:

9.1 With respect to the content you provide, you grant the Company and its affiliates an exclusive, worldwide, permanent, royalty free license (which is sub-licensable at various levels) so that hkshopu and its affiliates has the right to (in whole or in part) use, reproduce, modify, adapt, publish, translate, distribute, execute and display your User Content or produce derivatives, and/or incorporate User Content in other works in any form, media or by any technology known now or developed in the future.

9.2 If you breach this Agreement or any other agreement entered into with hkshopu, hkshopu has the right to notify its affiliates by any means to request such affiliates to impose restrictions on your rights and interests, including but not limited to, requesting the affiliates to suspend or terminate the provision of all or part of the services and to make an announcement of your breach on any website it operates or actually controls.

9.3 Likewise, if you breach any agreement with hkshopu's affiliates which has been confirmed by the relevant affiliate, hkshopu has the right to impose such restrictions on your account as you have agreed in such agreement, including but not limited to suspending or terminating the services provided to you and announce such breach on its website. You understand and agree that hkshopu is not obliged to verify the facts with you regarding such confirmed breach or otherwise obtain your consent for such restriction or announcements and hkshopu shall not assume any liability in such regard.

## **Article 10 Privacy**

Hkshopu will use User Content in accordance with its privacy policy and subject to the Personal Data (Privacy) Ordinance of the laws of Hong Kong. Hkshopu will protect your privacy in accordance with the Personal Data (Privacy) Ordinance and the privacy policy of hkshopu.

## **Article 11 Scope and Limitation of Liability**

11.1 You expressly understand and agree that hkshopu shall not be liable for any damages, including but not limited to, liquidated damages for loss of profits, goodwill, use and data, or other intangible losses (whether the Company has been advised of the possibility of such damages or not) arising from any of the following circumstances: (i) use or inability to use the Services; (ii) fees with respect to the acquisition of any goods, samples, data, information or services through

or from the Services, or the receipt of any information or conclusion of any transactions or the acquisition of substitute goods and services through or from the Services; (iii) unauthorized access or modification of your information or data transmitted; (iv) statements or conduct relating to the Services by any third party; or (v) any other matter relating to the Services however arising, including negligence.

11.2 Hkshopu will use its best efforts to ensure that you will enjoy your use of hkshopu's website. However, hkshopu cannot foresee all technical problems or other difficulties at all times. Such difficulties may cause data loss or other service interruptions. Therefore, you expressly understand and agree that you will individually assume the risks in using Services and that the Services are provided on an "as is" and "as available" basis. Hkshopu expressly disclaims any and all warranties of any kind, express or implied, including but not limited to any warranties of merchantability, fitness for a specific purpose and non-infringement. Hkshopu does not warrant that: (i) the Services will satisfy your requirements; (ii) the Services will not be interrupted, will be timely, secure and free of any errors; (iii) the results obtained by using the Services will be accurate or reliable; or (iv) the quality of any products, services, data or other materials purchased or obtained by you through the Services will meet your expectation. Any material downloaded or otherwise obtained through use of the Service is done at your sole discretion, and you will be solely responsible for all associated risks. You shall be solely responsible for any damage to your computer system or any loss of data that results from the download of such materials. No advice or information, whether oral or written, obtained from hkshopu or through or from the Services shall create any warranty not expressly stated in this Agreement.

## **Article 12 Indemnity**

You agree that you must indemnify in full and hold hkshopu and its subsidiaries, affiliates, branches, directors, employees and agents harmless from any loss arising from your breach of this Agreement or other documents incorporated by reference herein, or your violation of any law which infringes the lawful rights of any third party, or your violation of any law which results in administrative or criminal liability, thereby giving rise to any third party, administrative or judicial authority claim for damages or imposition of penalties (including judicial expenses and professional fees) against hkshopu and its subsidiaries, affiliates, branches, directors, employees and agents.

## **Article 13 Links**

The Services or a third party may provide links to other websites or resources. You acknowledge and agree that hkshopu has no control over such third parties' websites and resources, and will not be responsible for the availability of such external websites or resources, and does not recognize any contents, promotions, products, services or other materials obtained from or through such websites or resources, and will not be responsible or assume any responsibility for the same. You

further acknowledge and agree that hkshopu will not undertake any liability for any direct or indirect losses arising from (or allegedly arising from) the use of or reliance on such contents, promotions, products, services or other materials obtained from such third party websites or resources.

#### **Article 14 Notices**

14.1 You shall fill in accurately and keep up-to-date your contact information, including email address, telephone, contact address and post code so that you may be contacted by hkshopu and other users. If you cannot be contacted through such contact information, thereby incurring any losses or additional costs to your use of the Services, such losses or costs shall be solely borne by you. You understand and agree that you are obliged to maintain the effectiveness of the contact information provided by you and in case of any modification or update thereof, you shall modify or update such information in accordance with the requirements of hkshopu.

14.2 Unless otherwise explicitly provided for, any notice between you and hkshopu shall be sent by email. Any notice by email shall be deemed delivered twenty-four (24) hours after the email is sent, unless the sender is informed that such email address is no longer valid. Hkshopu also may send the notice by prepaid ordinary post to the address provided by you during registration, in which case the notice shall be deemed delivered after posting.

#### **Article 15 Force Majeure**

Hkshopu shall not be liable for any delay or failure of performance hereof as a result of events beyond the reasonable control of hkshopu, including but not limited to acts of God, strikes or riots, shortages of materials or rationing, rebellion, war, governmental actions, failure of communication or other facilities, or serious casualties.

#### **Article 16 Governing Law, Jurisdiction and General Provisions**

16.1 The relationship between you and hkshopu, this Agreement and the Terms will be interpreted and governed by the laws of Hong Kong. The courts of the HKSAR have jurisdiction to settle any dispute in relation to this Agreement.

16.2 The relationship between you and hkshopu is that of independent contractors only. The Agreement is not intended to establish or create any relationships of agency, partnership, joint venture, employment or special authorization.

16.3 You agree that hkshopu has the right to transfer the rights and obligations hereunder in part or in whole for the purpose of its business operation, without further notice to or consent from you.

16.4 This Agreement shall supersede any written or verbal agreements executed by and between

you and hkshopu with respect to the same matter. If any provision of this Agreement are ruled as invalid or unenforceable, such provision shall be deleted, and the other Terms shall remain valid and enforced. Headings are included for reference purposes only and shall not define, limit, construe or describe the scope or extent of such provisions. Hkshopu's failure to enforce any right or failure to act with respect to any breach by you or other person shall not constitute hkshopu's waiver to take actions against any subsequent or similar breach.

16.5 In the event of any inconsistency between the English and Chinese versions of this Agreement, the Chinese version shall prevail.

Date: 10.01.2016