

User Service Agreement

Please carefully read and fully understand the following terms and conditions, **in particular to the clauses regarding exceptions or limitation of liability, dispute resolution and governing law. The clauses regarding exceptions or limitation of liability will be in bold, on which you shall focus.**

Welcome to the website of China (Shenzhen) International Cultural Industries Fair (hereinafter referred to as “ICIF”): <http://ww.cnicif.com> (hereinafter referred to as the “**Website**”). The User Service Agreement (hereinafter referred to as the “**Agreement**”) is applicable to your access to and use of the Website, the relevant mobile websites (including website versions identified by URL <http://www.cnicif.com> and corresponding versions optimized for the mobile equipment), WeChat official account, APPs and mobile applications as well as other portal websites owned, operated, branded or provided by [Shenzhen International Cultural Industry Fair Co., Ltd.] from time to time (collectively referred to as “**ICIF Websites**”). This Agreement is the legally binding agreement between you (hereinafter referred to as “**you**” or the “**User**”) and [Shenzhen International Cultural Industry Fair Co., Ltd.] (hereinafter referred to as “**we**” or “**ICIF**”). The foregoing “User” shall include the exhibitors and the buyers.

1. Application and Acceptance of the Agreement

1.1 All kinds of tools, contents and services provided for your access to and use of ICIF Websites (hereinafter collectively referred to as “**ICIF Services**”), including but not limited to access and login to ICIF Websites, browsing and use of the contents in ICIF Websites, uploading and display of works via ICIF Websites, decoration of online stores, [live broadcast], online marketing, registration in ICIF Websites, query about exhibits, inquiry and the like, shall indicate that you have fully read and understood, and are willing to be bound by all terms and conditions of this Agreement. If you do not accept this Agreement, you shall immediately stop access to ICIF Websites and/or use of ICIF Services.

1.2 This Agreement shall be composed of text, and Privacy Policy, Cookies Policy, exhibit uploading policy, disclaimer, copyright statement, and any other rules, policies, statements, notices, warnings, tips and instructions published by ICIF Websites from time to time (hereinafter referred to as “**ICIF Rules**”). The foregoing rules shall be an integral part of the Agreement, and shall have the same legal effect as the Agreement.

1.3 If, pursuant to the laws of the People’s Republic of China and/or other applicable laws (including laws of your countries /regions of residence): (1) you do not have the full capacity and power for civil conduct, and abilities corresponding to the civil conducts, and you do not obtain consent from your statutory guardian in connection with your access to ICIF Websites and use of ICIF Services; or (2) you are prohibited to access to ICIF Websites and/or use of ICIF Services, then, you shall not access to ICIF Websites and/or use ICIF Services. Otherwise, you and/or your guardian shall assume all resulting consequences. Furthermore, we reserve the right to cancel your account, and make claim against you and your guardian. If you use ICIF Services for and on behalf of an enterprise, organization or other legal subjects, then, you represent and warrant that you have obtained full authorization, and has the right to use ICIF Services and be bound by the Agreement for and on behalf of such enterprise, organization or legal subjects.

1.4 We may revise or update the Agreement in whole or part at any time, and any revision or updating will become effective when it is published. The Agreement as amended will be published at ICIF Websites. Thus, you shall browse this Agreement on a regular basis to check relevant changes. If you continue visiting ICIF Websites or using ICIF Services after amendment to the Agreement, you are constructed agreeing with the Agreement as amended or updated. If you disagree with the relevant changes, you shall immediately stop access to ICIF Websites or use of ICIF Services.

1.5 If we have published or provided English version of the Agreement, you agree that such English version is for your convenience of reference only. If the English version is inconsistent with the Chinese version, the Chinese version shall prevail.

1.6 You might be required to sign an individual agreement with us or our affiliates in connection with any services (or functions in the services) (whether online or offline) (collectively referred to as “additional agreement”). If the Agreement conflicts or is inconsistent with the additional agreement, then, for the purpose of such services (or functions in the services), the additional agreements shall prevail over the Agreement.

2. Accounts and Services

2.1 Corporate exhibitors

2.1.1 Corporate exhibitors may register as a user via ICIF Websites.

2.1.2 Corporate exhibitors are expected to verify identity via SMS through the reserved or provided mobile phone number while login to ICIF Websites with its user name for the first time.

2.2 Overseas buyers

2.2.1 Overseas buyers may login to ICIF Websites via the new user name.

2.2.2 Overseas buyers may only browse home page of ICIF Websites before login. After login, they may enter the live broadcasting room, publish the procurement information, contact the enterprises, make appointment for online negotiation, etc.

2.3 Domestic buyers

2.3.1 The domestic buyers may register an individual account via the mobile phone number, or register a corporate account by completing the mobile phone number, business license, and ID card number of the legal representative. Individual account may be associated with the corresponding corporate account after the identity card and individual name card information of the account are completed.

2.3.2 Authority of the individual account of the domestic buyer that has not been associated with the corporate account:

- (1) Watch display of exhibits and enter the live broadcasting platform;
- (2) Use virtual exhibition hall function;
- (3) Use the exhibitor and exhibit inquiry function;

2.4 After you apply for registering the account, we will examine your registration information, and may refuse your registration application, restrict or bank any unapproved account for any reasons.

2.5 While registering, using and managing the account, you undertake that the materials submitted by you or the information completed by you is true, accurate and complete. Pursuant to the applicable Chinese laws and regulations, in order to use the some functions of ICIF Services, you have to complete true identity information. You are expected to complete real-name verification according to the relevant laws and regulations, and shall timely update the said relevant

information. If we find or have good reasons to suspect that the materials or information provided by you is untrue, inaccurate, incomplete or illegal, we reserve the right to refuse your registration application or stop providing you with the relevant services, you might be unable to use ICIF Services or might be restricted to use some functions in the course of use.

2.6 You shall ensure that you are not the target of trade restrictions or sanction implemented by any countries, international organizations or regions, or subject to restrictions under other laws and rules. Otherwise, you might be unable to register and use ICIF Services as usual.

2.7 You only have the right to use the relevant accounts, and shall not transfer, rent out, sell or authorize the account to any third parties. If we find or have reasons to believe that the user is not the initial registrant of the account, in order to protect security of the account, we reserve the right to immediately suspend or terminate any services provided to such registered account, and have the right to disable such account permanently.

2.8 You are responsible for protecting security and confidentiality of your account and password, and shall assume all legal liabilities for any activities carried out in the name of your registered account. You shall attach great attention to confidentiality of the account and password. In no event shall you disclose the account and password to others. If others are found to use your account without authorization or in case of any safety bugs, you shall immediately inform us and revise the password. **If there is reason to suspect that a third party knows your password, or your account might be misused, we have the right to lockup your account or take other necessary actions for the purpose of safety before such circumstance is clarified. You acknowledge and agree that we assume no liability for any losses or damages arising out of or in connection with any activities without authorization or disclosure of any account data of the user.**

2.9 You acknowledge and agree that our ICIF Services are provided as is under the existing technology and conditions. We will make our best to provide you with the services, and guarantee consistency and safety of the services. **You understand that we are unable to foresee and prevent any legal, technological and other risks at any time or always, including but not limited to possible service interruption, improbability for normal access to ICIF Website or use of ICIF Services due to force majeure, network factors, third-party service defects, and third-party websites, and other losses and risks.**

2.10 You acknowledge and agree that for the needs of overall service operation and platform operation safety, **we have the right to decide setting and scope of the services/ functions as appropriate, and modify, interrupt, suspend or terminate all or part of functions or services of ICIF Websites.**

3. Protection of the User's Information

3.1 We will collect, use, save, share, transfer, publish and protect your personal information, including but not limited to your name, mobile phone number and e-mail address, in strict accordance with our published Privacy Policy. You are expected to carefully read our Privacy Policy.

3.2 You acknowledge and agree that we will collect other information than your personal information via ICIF Websites or in use of ICIF Services, including but not limited to enterprise's information, live broadcast data, exhibition negotiation platform data, etc.; we might indirectly obtain the said relevant data from a third party; we will make statistical analysis of the direct or

indirect information, so as to optimize display of exhibits and live broadcast effect, realize intelligent push, subsequent research or commercially reasonable use; we will disclose such information to the public or share such information with third parties according to the laws, regulations, legal procedures, mandatory requirements of the appropriate government authorities, and your service demands.

4. Third-party Websites and Application

4.1 ICIF Websites may contain any linkage with external websites. Users are expected to carefully read the use terms and privacy policy of these external websites. **We are not responsible for authenticity, legitimacy and security (including data disclosure, etc.) of these external websites, and we do not have any association with such hyperlinks or websites, nor represent such hyperlinks or websites.**

4.2 When you use applications, software or services in the process of access to ICIF Websites or use of ICIF Services, in addition to compliance with the ICIF Rules, you may also be required to agree and comply with the agreements or rules of the third parties. You shall address any disputes, losses or damages arising out of third-party applications, software and relevant services with the third parties, and we assume no liability to you or any third parties.

5. Code of Conduct for the User

5.1 General code of conduct

You agree to comply with all applicable laws and regulations while accessing to ICIF Websites and using ICIF Services, and are responsible for your access to ICIF Websites and use of ICIF Services. While accessing to ICIF Websites and/or using ICIF Services, you shall not:

- (1) Pretend yourself to be others or entities, or misstate your relationship with any persons or entities;
- (2) Unlawfully invade network, disturb normal network functions, steal network data or otherwise engage in activities that endanger network security;
- (3) Provide programs and tools that are specially used to invade network, disturb normal network functions and protection actions, steal network data and carry out other activities that endanger network security;
- (4) Provide technical supports, advertising, payment settlement and other assistance to others while knowing they engage in activities that endanger network security;
- (5) Use any plug-in, add-on, systems or third-party tools without our authorization or permission to control, disturb, damage, modify or otherwise affect normal operation of ICIF Websites and ICIF Services;
- (6) Use any unauthorized data or enter any unauthorized server/account;
- (7) Delete, revise or add data and applications saved, processed or transmitted in the computer information network without permission;
- (8) Deliberately produce and transmit computer virus and other destructive programs;
- (9) Have other acts that violate laws, regulations, rules, policies, normative documents and /or the Agreement, or infringe legitimate rights and interest of others.

5.2 Code for uploading of exhibits

While uploading their exhibits, the exhibitor users shall comply with the applicable laws and regulations, and shall obey our Guidelines on Uploading of Exhibits. The exhibitor users shall

carefully read our Guidelines on Uploading of Exhibits.

5.3 Code for display of information

The information that you make, reproduce, publish and communicate shall conform to the requirements under the applicable laws and regulations. You acknowledge and agree not to make, reproduce, publish and communicate the information and materials that:

- (1) Oppose the basic principles established under the Constitution of the People's Republic of China;
- (2) Jeopardize national security of the People's Republic of China, disclose the national secrets of the People's Republic of China, subvert state political power of the People's Republic of China, and undermine national unity of the People's Republic of China;
- (3) Damage national honors and interest of the People's Republic of China;
- (4) Incite national hatred and ethnic discrimination of the People's Republic of China, and damage ethnic unity of the People's Republic of China;
- (5) Damage national religious policy of the People's Republic of China, and advocate heresy and feudalistic superstition;
- (6) Spread rumours, disturb social order, and damage social stability;
- (7) Spread obscenity, pornography, gambling, violence, murder or terror, or abet crimes;
- (8) Insult or slander others, and infringe legitimate rights and interest of others;
- (9) Distort, defame, desecrate or deny the deeds and spirits of heroes and martyrs, or infringe upon the names, portraits, reputations or honors of heroes and martyrs by insulting, slandering or other means;
- (10) Propagate terrorism or extremism, or incite to commit terrorist or extremist activities;
- (11) Damage reputation of the national authorities of the People's Republic of China;
- (12) Involve any fake and shoddy goods or services, including but not limited to goods that infringe intellectual property rights of others, goods that are inconsistent with the relevant national standards and industry standards, and false services;
- (13) Violate applicable laws, regulations, policies and customs, disturb normal operation of ICIF Websites, or infringe legitimate rights and interest of other users or third parties;
- (14) Contain any direct or indirect linkages to any other websites, which may include any contents that go against this Agreement;
- (15) Display and promote other exhibition and professional wholesale markets or other materials regarding the e-commerce websites that allow registration of the seller and third-party combination of platform functions in any forms at ICIF Websites;
- (16) Carry out any forms of promotional activities for other exhibition, professional wholesale markets or e-commerce platform at ICIF Websites.

5.4 Code for use of the information

Without our prior written permission, no users shall use or authorize, permit or assist others to use the information in ICIF Websites and ICIF Services (including but not limited to the information regarding the exhibitors, exhibits and buyers, and statistical data) to:

- (1) Reproduce, download, read, compile, or use the information of ICIF Websites and ICIF Services, for such commercial purposes as promotion, increase of more reading and page view;
- (2) Edit, sort, lay out the information of ICIF Websites and ICIF Services and then publish the revised information in the channels other than source pages of ICIF Websites and ICIF

Services;

- (3) Use including but not limited to special marks, special codes and any forms of identification methods to or assist a third party to generate flows, guide, transfer or hold page views or otherwise cause adverse effect on the information of ICIF Websites and ICIF Services;
- (4) Directly or indirectly steal videos, images and other information contents of ICIF Websites and ICIF Services in any ways (including but not limited to hotlinking, redundant steal, illegal capture, access through data crawler technology, simulation download, deep link and fake registration, etc.), or delete or change electronic information management right of relevant information in any ways (including but not limited to concealing or modifying domain name, platform unique identification, and user name, etc.);
- (5) Do other acts that unlawfully obtain or use the information of ICIF Websites and ICIF Services.

5.5 Advertising

5.5.1 When the exhibitor users release advertising to promote the services via ICIF Websites, they shall ensure that the advertising contents are true and accurate, are free from any false or misleading contents, and conform to the Advertising Law of the People's Republic of China, the Law against Unfair Competition, and other applicable laws and regulations.

5.5.2 The advertising shall not:

- (1) Use or use in disguised form national flag, national anthem, national emblem, military flag, military song, or military emblem of the People's Republic of China;
- (2) Use or use in disguised form the name or image of the national authorities of the People's Republic of China, and officers of the national authorities;
- (3) Use such words as "national", "the highest", and "the best";
- (4) Damage national dignity or interest of the People's Republic of China, and disclose the national secrets of the People's Republic of China;
- (5) Hinder social stability or property security, and disclose personal privacy;
- (6) Hinder social public order or violate good social customs;
- (7) Contain obscene, pornographic, gambling, superstitious, terrorist and violent content
- (8) Contain contents of discrimination by nation, race, religion or gender;
- (9) Hinder protection of environment, natural resources or cultural heritage;
- (10) Other circumstances prohibited by laws and administrative regulations.

5.5.3 Any advertising regarding medical treatment, medicine, medical devices, pesticides, veterinary drugs and health food, and other advertising that shall be examined pursuant to applicable laws and administrative regulations shall be examined by the advertising examination authorities before release; otherwise no advertising shall be released.

5.5.4 The buyer users shall acknowledge and agree that we might push any information about the related exhibitors, exhibits or advertising when you access to ICIF Websites and use ICIF Services.

5.5.5 In respect to advertising, push or promotional information, the buyers shall judge at their own discretion authenticity and reliability of such advertising or promotional information, and shall assume liability for their own judgment. **Except otherwise expressly stipulated by laws and regulations, you shall assume sole liability for any damages or losses arising from negotiation and transactions based on such advertising or promotional information or the forgoing contents, and we shall assume no liability.**

6. Intellectual Property Rights

6.1 While accessing to ICIF Website and using ICIF Services, you shall carefully read and shall be bound by our Copyright Statement.

6.2 We are the owner or legal licensee of the intellectual property rights in and to the contents of ICIF Websites and ICIF Services (including but not limited to software, technology, program, webpage, characters, pictures, images, radios, videos, sheets, layout design and electronic files, etc.). Without our permission, no one could use contents in ICIF Websites and ICIF Services (including but not limited to monitoring, reproduction, transmission, display, mirroring, uploading and downloading via any robots, “spider”, crawler and other programs or equipment).

6.3 In no event shall you use our any trademarks, service marks, trade names, domain name, website name or other obvious brand features including but not limited to “ICIF” and <http://www.cnific.com> (hereinafter collectively referred to as “Marks”) without permission. Without our prior written consent, you shall not display, use or file registered trademarks, or register domain name for the Marks in the preceding paragraph individually or in combination way, nor shall make statement, whether express or implied, to others that you have the right to display, use, or otherwise dispose such Marks. If we or others suffer from losses due to your use of our Marks and logos above in violation of the Agreement, you shall assume all legal liabilities.

6.4 You acknowledge and agree that the contents that you upload and publish or transmit while you access to ICIF Websites and use of ICIF Services (including but not limited to characters, pictures, videos, radios and all kinds of contents, and music, voice, lines, visual design, dialogues and all other components) are original or have been legally authorized (and including sublicense). The intellectual property rights in and to the contents uploaded and published by you via ICIF Websites shall be owned by you or the original copyright holder.

6.5 Unless otherwise stated by us, you acknowledge, understand and agree that you grant us and our affiliates a global, free-royalty, non-exclusive, irrecoverable, sub-licensable (multilevel) right (including but not limited to right of reproduction, right of translation, right of compilation, right of information network transmission, right of adaptation and right of production of derivatives, show and exhibition) in and to the contents that you upload, publish or transmit via ICIF Websites (including but not limited to characters, pictures, videos, radios and all kinds of contents, and music, voice, lines, visual design, dialogues and all other components) for use including but not limited to current or other websites, applications or terminals. You hereby acknowledge and agree that we have the right to or permit a third party to use and otherwise develop contents (in whole or part) in any publicity, promotion, advertising, marketing and/or research related to the said contents, ICIF Websites and ICIF Services. For the avoidance of doubt, you understand and agree that the rights granted above include the rights and permits to use, reproduce and display any personal image, portrait, name, trademarks, service marks, brands, name, logos and company marks, and any other brands, marketing or promotional materials that you possess or are permitted to incorporate in the contents.

6.6 We establish the intellectual property right complaint channels. If you find other exhibitors infringe your intellectual property rights while you access to ICIF Websites and use ICIF Services, you may take actions through our intellectual property right complain mechanism during the period of ICIF.

7. Consequences upon Breach by the User of the Agreement

7.1 If you violate this Agreement, we reserve the right to make independent judgment and take such actions as pre-warning, ceasing of services, deletion of relevant contents, restriction on part or all functions of the account, termination of the services, and disable account as appropriate. If you are unable to use the account and ICIF Services to this regard, we assume no liability. We have the right to publish the treatment results to the reasonable extent, and reserve the right to restore use of the relevant accounts based on the actual satiation. We will keep relevant records regarding acts and conducts that are suspected to break laws and regulations, and involve illegal crimes, and reserve the right to report such acts and conducts to the competent authorities, cooperate with the investigation of the relevant competent authorities, and report the crime to the public security authority. We reserve the right not to restore any deleted contents.

7.2 If you receive complaint, litigation or claims from a third party due to breach of this Agreement, you shall take actions independently and assume all possible legal liabilities caused thereby. If we and/or our affiliates are claimed by any third parties or given punishment by national authorities due to your breach of this Agreement, you shall also fully indemnify and hold us and/or our affiliates from and against any and all losses caused thereby.

8. Disclaimers

Before you access to ICIF Websites and use ICIF Services, please carefully read our Disclaimers. We do not assume any form of legal liabilities for any contents under the Disclaimers.

9. Governing Law and Dispute Resolution

This Agreement shall be governed and interpreted in accordance with the laws of the People's Republic of China (for the purpose of this Agreement, excluding Hong Kong, Macao and Taiwan). You agree that any disputes, claims or cause of action arising out of or in connection with this Agreement or your use of ICIF Website and ICIF Services, including any disputes in relation to existence or validity of this Agreement, shall be settled by both parties through negotiation. If negotiation fails, such disputes shall be submitted to our local people's court of competent jurisdiction.

10. Miscellaneous

10.1 The headings herein shall be for convenience of reference only, and shall not affect construction or interpretation of any provisions hereof.

10.2 Both of us are independent contractor. In no event this Agreement shall constitute any forms of our warranties or conditions, whether express or implied, to you. Nothing hereof shall create agency, partnership, joint venture or employer-employee relationship between us.

10.3 If any provisions hereof are held invalid or unenforceable, then, invalidity or unenforceability of such provisions shall not affect effect of other clauses, and the remaining provisions shall remain in force and enforceable.