

## Legal Disclaimer of the Platform

Epec International Business Platform (the “**Platform**”) is the online transaction platform operated by Epec E-commerce Co., Ltd. (the “**Platform Operator**”). The platform domain name of the Platform is [www.epec.com](http://www.epec.com) or [global.epec.com](http://global.epec.com).

All the Supplier Members and Buyer Members (the “Members”) who intend to visit, register and use the Platform shall make sure to carefully read and fully understand the Legal Disclaimer before visiting, registering, using and getting registered in the Platform.

- (I) When visiting and using the Platform, each Registered Member should, without any revision, accept the terms and conditions contained in the Legal Disclaimer and announcements publicized on the Platform. At the same time, each Registered Member should abide by laws, regulations and rules regarding Internet and/or applicable to the Platform such as the E-commerce Law of the People’s Republic of China (the “E-commerce Law”). Once a Registered Member visits and uses the Platform, the Registered Member shall be deemed to agree with and accept all the above-mentioned terms, conditions and announcements.
- (II) When registered in the Platform, each Registered Member should, without any revision, accept provisions or conditions contained in the Legal Disclaimer and the Platform Service Agreement (hereinafter referred to as the “Service Agreement”) as well as other rules and announcements that are publicized and updated on the Platform. At the same time, Registered Members should abide by laws, regulations and rules and the Platform Rules. Sale of goods or provision of services shall comply with the requirements for protection of personal safety and property security and the requirements for environmental protection; goods or services prohibited by laws and administrative regulations from being traded shall not be sold or provided. Where the Platform Operator discovers that the information of goods or services on the Platform violates such requirement, it has the right to take necessary measures and report to relevant regulating authorities. Once

Registered Members register or use any service provided by the Platform, it means Registered Members agree with and accept all the above-mentioned terms, conditions, rules and announcements. Registered Members who do not perform contract obligations, or do not perform contract obligations as agreed, or cause others to suffer damages shall bear civil liability pursuant to the law.

- (III) The Platform Operator has the right to verify the Member's status in registering as market entities, and may require Members to provide relevant materials or certificates. If a Member needs to obtain relevant administrative license for their business activities according to the law, it shall obtain administrative license according to the law; the Platform Operator has the right to verify whether the Member has obtained relevant administrative license and may require Members to provide relevant materials or certificates. Members shall display, prominently and continuously on their homepage, their business license information and administrative license information relating to their business operation. Where there is any change to the above information, the Member shall promptly update and announce the updated information. Where the Platform Operator discovers that the information of goods or services on the Platform violates such requirement, it has the right to take necessary measures and report to relevant regulating authorities.

The Platform Operator reserves the right to modify and amend the Legal Disclaimer from time to time. The Platform Operator will announce in advance the modified or amended version pursuant to the provisions of the relevant laws before modifying or amending.

#### I. Online Information

- (I) Apart from [information directly sold by the Platform Operator], all information regarding any Registered Member or its products (including but not limited to the company name, contact person and information, product description, relevant photos and videos, etc.) shall be provided by such Registered Member, who is completely responsible for any information provided by it in accordance with the applicable laws. The Platform Operator should not be responsible for accuracy, completeness, legitimacy or authenticity of such

information. Moreover, the Platform Operator should not be responsible for any commercial activity or risks concerning or arising out of using or providing information on the Platform.

- (II) Members shall disclose information of goods or services fully, truthfully, accurately and promptly, and protect consumers' right of information and right of selection. Members shall not use false transactions, fabricated user review etc. to conduct false or misleading business promotion, so as to defraud or mislead consumers.
- (III) The Platform Operator can establish its creditworthiness review system, announce its creditworthiness review rules, and provide an avenue for consumers to review the goods sold or services provided on the Platform.
- (IV) Where Members do not comply with the requirements for protection of personal safety and property security, or carry out false or misleading business promotion and other unfair competition, abusing market dominance position, or infringe upon intellectual property, consumer rights or other legal rights of other people, the Platform Operator may take actions pursuant to the provisions of the relevant laws.
- (V) Without written consent of the legal right holders, no one is allowed to display product photos or works on the Platform. Any unauthorized use of such photos or works on the Platform might violate the applicable international law, law of trademarks, privacy act or laws and regulations concerning telecom and correspondence.
- (VI) The Platform Operator will, based on the price, sales, creditworthiness etc. of the goods or services, display search results for goods or services via various methods; for bid-ranking products or services, the word "advertisement" will be stated prominently.
- (VII) All information available for downloading on the Platform is protected by intellectual property right laws and regulations. Without written consent of relevant right owner(s), no member, non-member, user or non-user (collectively referred to as "Users") shall be allowed

to distribute, modify, disseminate, reuse or retransmit such information or use it for any commercial purpose.

(VIII) The Platform Operator has the right to record and retain information of goods and services and transaction information listed on the Platform, which will be retained for not less than three years from the date of completion of transaction; where the laws, administrative regulations stipulate otherwise, such provisions shall prevail.

(IX) Where the Platform Operator imposes measures such as warning, suspension or termination of service etc. on a Member pursuant to the Platform's service agreement and the Transaction Rules, the Platform Operator has the right to publicize such measures that have been taken.

(X) Where a Member ceases to engage in e-commerce business, it shall announce the relevant information prominently and continuously on its home page 30 days in advance.

## II. Copyrights and Trademark

The Platform is owned by the Platform Operator. All rights are protected legally in the worldwide scope. Unless otherwise stated or allowed to be used in such provisions and rules, all information that can be read and seen on the Platform is protected by relevant intellectual property right laws and regulations.

www.epec.com, global.epec.com and EPEC logo or trademark are goods & service trademarks and trade names owned by the Platform Operator. All the other trademarks and product names, whose right is not claimed by the Platform Operator, might be the trademark or registered trademark of their respective owners. Without written consent of the Platform or the third party having right to use the trademark on the Platform, the Platform should not be understood as authorizing the Users to use any trademark shown on the Platform.

## III. Disclaimer

Unless otherwise stipulated by laws and regulations, the Platform is not legally responsible for any of the following issues:

- (I) The Platform does not make direct, indirect, statutory or arranged guarantee, either explicitly or implicitly, to the Users for using the Platform, any content or service related to the Platform or any website or content linked to the Platform.
- (II) In any circumstance (including but not limited to negligence), the Users shall be responsible (including but not limited to duty of negligence) for loss or damage (including direct, indirect, specific or consequential loss or damage, such as income or profit loss, damage of computer system or data loss and other consequences, etc.) caused by any person by using information on the Platform, information linked to the Platform, or information on the website linked to the Platform.
- (III) When part of or all transactions cannot go on due to force majeure, accident, technical fault or other abnormal situation out of the Platform's control, the Platform has the right to decide to temporarily or technically terminate the transaction without being responsible.
- (IV) All risks and potential losses that might arise out of use of the Platform service shall be borne by the Users themselves. The Users shall be also responsible for all consequences that might occur due to use of the Platform service. Apart from the direct sales conducted by the Platform Operator, the Platform does not guarantee the two transaction parties' fulfilment of their contract obligations and is not responsible for any Registered Member or any third party.
- (V) The information, product or service provided by the Platform's partners, strategic partners, alliance and relevant websites are only deemed as extension of service provided by the Platform to Registered Members. The Platform is not legally responsible for any dispute, expense, loss, accountability or outcome arising out of Registered Members using or inability to use the service, whose responsibility should be taken by the service provider.
- (VI) The Platform Operator will not be responsible for any direct or indirect damage or loss arising out of the third party taking illegal means to enter the website and obtain relevant password, data and contents.

By using the Platform, the Users agree to take all risks of surfing the website. The Platform, Platform Operator and affiliated companies will not be responsible for any direct or indirect financial loss or other loss arising out of the Users storing or getting information on the Platform.

#### IV. Privacy Policy

By clicking Confirm and agreeing with the Service Agreement, each Registered Member acknowledges and agrees to use and disclose relevant corporate and personal information as stipulated in this Disclaimer, the Service Agreement and the relevant rules.

(I) User name, password and security tools: When a Registered Member is successfully registered, such Registered Member should provide user name, password and email address for retrieving the password after losing it. If a Registered Member loses relevant registration information, such Registered Members should immediately contact the Platform Operator. Members shall properly keep transaction password, electronic signature data and other security tools. If a user discovers that a security tool is lost, stolen or paid without authorization, he shall promptly notify the electronic payment service provider.

(II) Registration information: The Platform Operator may require Members or entities that intend to register as Members to provide their identity information, address, contact details, administrative licensing information etc. for verification and registration, establish registration files to be verified and updated regularly. When registering on the Platform, the applicant Registered Member should follow registration instructions to provide user name/login name and email address and to set a login password. After email verification, the Registered Member should follow instructions to provide information, read and agree with the relevant agreements. After completing the registration process, the Registered Member can use the user name or confirmed email to log in the Platform. The Platform Operator uses the registration information to gather member statistics and classify the Registered Members according to these statistics, such as Supplier Member and Buyer Member, so

as to provide better and targeted service and opportunities for Registered Members.

(III) Visiting behaviors of Users: The Platform Operator traces IP address solely for the sake of security. If no security problem is detected, the Platform Operator will delete the collected IP addresses. At the same time, the Platform Operator will also trace the data of page visits of the Registered Members for the day so as to make plan for future development according to the Platform flow (e.g. deploying more servers).

(IV) Use of cookies: An HTTP cookie is a small piece of data. When Users do not refuse to accept cookies, the cookies will be sent to the Users' browser and stored in the computer hard disc. The Platform will use cookies to store relevant visit data of Users. When the Users visit or re-visit the Platform, the Platform Operator will be able to identify them and provide more and better service by analyzing the data. The Users have the right to choose to accept or refuse cookies by modifying the browser setup. However, if the Users refuse to accept cookies, they might not use some services on the Platform relying on cookies.

(V) External links: The Platform contains links to other websites. The Platform is not responsible for privacy protection measures on such websites. The Platform Operator might, at any time if necessary, add websites of commercial partners or shared brands. However, the Platform Operator will only provide general information to its commercial partners or the websites of shared brands without disclosing the identity of Users.

(VI) Security: The Platform provides relevant security measures to prevent the information on the Platform from being lost, misused or altered. These security measures include backup data in other servers and encryption of member password. Though the Platform has taken these security measures, please accept that there is no such thing as "perfect security measure" on the Internet. Upon occurrence of a cyber security incident, the Platform Operator will immediately trigger the emergency plans, adopt the corresponding remedial measures, and report to the relevant competent authorities.

- (VII) Platform contents updating: If the Platform Operator intends to amend this Legal Disclaimer, it will seek advice from the public prominently on its home page, and ensure that relevant parties are able to express their opinions timely and fully.
  
- (VIII) Information reporting: The Platform Operator will report the identity information of the Members to the market supervision and management department in accordance with the relevant regulations, reminding the members who have not filed market entities registration to file the registration pursuant to the law, cooperate with the market supervision and management department to offer convenience for Members to file the registration; the Platform Operator has the right to report the identity information and tax-related information of Members to the tax authorities in accordance with the laws and regulations of tax collection management.

#### V. Supplementary Provisions

- (I) The Rules shall be effective on January 1, 2019.
  
- (II) The Rules shall be interpreted by the Platform Operator.
  
- (III) The Platform Operator reserves the right to amend the Rules or formulate the supplementary rules and publicize the amended rules or the supplementary rules from time to time. The amended rules or relevant supplementary rules will be effective on the designated date in the public announcement. The Rules shall be legally binding on all relevant parties on the Platform from the effective date.
  
- (IV) If the users have any advice or suggestions regarding the Legal Disclaimer or on the use of the Platform, please contact the Platform Operator at 400-819-8786.