

ALIBABA.COM GOLD SUPPLIER™ AND VALUE ADDED SERVICES AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY

1. Acceptance of Terms

- 1.1 WELCOME TO ALIBABA.COM. This Alibaba.com GOLD SUPPLIER™, additional services and Value Added Services Package Agreement (this “**Agreement**”) governs the Gold Supplier™ membership service (“**Gold Supplier Service**”, as set out in clause 3.1 below), the additional services (“**Additional Services**” as outlined in clauses 3.2 and 3.3 below) and/or any of the OBS, AM Direct AM Direct Plus, AM Renewal 3 Months, AM Renewal 6 Months and AM Renewal value added services packages, AM Service GPC Value Added Service Package, VAS Selected Buyer Service bundle and AM Direct Service of Store Copilot bundle(as set out in clauses 3.4 to 3.12, each of such packages a “**Value Added Services Package**” and, collectively with the Gold Supplier Service and the additional services the “**Services**”) offered to you (“**you**” or “**User**”) by Alibaba.com (as defined below) through the web site identified by the uniform resource locator www.alibaba.com (the “**Website**”). If you are outside of India and Malaysia, you are contracting with Alibaba.com Singapore E-Commerce Private Limited (“**Alibaba Singapore**”) under this Agreement. If you are from India, you are contracting with Alibaba.com India E-Commerce Private Limited (“**Alibaba India**”). If you are located in Malaysia, you are contracting with Alibaba Commerce Services (Malaysia) Sdn. Bhd. (“**Alibaba Malaysia**”). The contracting Alibaba entity shall be referred to as “**Alibaba.com**”. BY SUBMITTING YOUR APPLICATION OR SERVICE ORDER OR MAKING ANY PAYMENT FOR ANY SERVICES WHETHER ONLINE VIA THE SITE OR OFFLINE OR VIA OUR AUTHORIZED SALES AGENT, OUR AUTHORISED RESELLER, OR OUR AUTHORIZED CHANNEL PARTNER, YOU INDICATE YOUR AGREEMENT TO BE BOUND BY THIS AGREEMENT.
- 1.2 This Agreement applies to all Services and governs all applications or service orders for the Services (each referred to as a “**Service Order**”). In case of any conflict between the terms of this Agreement and those of a Service Order, the terms of the Service Order shall prevail.
- 1.3 This Agreement will take effect on the later of the day when (i) you have paid the total service fees in full under the Service Order or (ii) you have successfully completed the A&V (as defined below and only in case the Service Order contains the Gold Supplier Service) and shall remain in force until the last date of the relevant service periods of the Services (as defined in Clause 4. below) unless early terminated in accordance with this Agreement.
- 1.4 If a Service Order includes a Value Added Services Package only and does not include the Gold Supplier Service, you must concurrently be an existing Member (as defined in Clause 2.8 below).
- 1.5 Alibaba.com may amend this Agreement at any time by posting the amended and restated Agreement on the Site. The amended and restated Agreement shall be effective immediately upon posting. After posting by Alibaba.com of the amended and restated Agreement, your continued use of the Services shall be deemed to be acceptance of the amended terms. This Agreement may not otherwise be modified except in writing by an authorized officer of Alibaba.com.
- 1.6 The Services are provided subject to the Terms of Use Agreement, and all rules and policies of the Website (including without limitation the Privacy Policy, Product Listing Policy and any rules and/or policies) each published on the Site and as may be revised from time to time (collectively, the “**Website Terms**”). The Additional Services and the value added services included in the Value Added Services Packages are also subject to the relevant terms and conditions which are attached to this Agreement. You hereby agree to comply with all such terms at all time.
- 1.7 As some or part of the Services may be supported and provided by affiliates of Alibaba.com and by authorized third-party service providers, Alibaba.com may delegate some of the Services to its affiliates, particularly Alibaba.com (Europe) Limited, who you agree may invoice you for their part of the Services.
- 1.8 If you are located in Malaysia, you agree to use those logistics and related settlement and other financial products as may be offered by Alibaba.com (and its affiliates), which may be governed by separate terms and conditions applicable to Malaysian members only.

2. Authentication and Verification

- 2.1 Registration for the Gold Supplier Service is subject to verification and authentication procedures to verify the registration information and such other information about you as deemed appropriate by Alibaba.com (the “**A&V**”). “**Authentication**” refers to confirmation by the A&V Agency (as defined below) of your business registration. “**Verification**” refers to confirmation by the A&V Agency that the contact person indicated in the Service Order is your authorized representative to represent you on the Site. You authorize Alibaba.com and its authorized third-party security service provider (at Alibaba.com’s sole choice) (the “**A&V Agency**”) to conduct the A&V about you. You agree to provide all necessary information and render all reasonable assistance and cooperation that either Alibaba.com or the A&V Agency may require in order to complete the A&V.
- 2.2 If you fail the A&V for the first time, upon your request and at your cost, Alibaba.com may conduct the A&V for the second or more times at the additional charge of US\$100 per A&V. However, in no event shall Alibaba.com be obliged to conduct any A&V after three (3) calendar months from the date of your Service Order. If you fail to successfully complete the A&V within the above 3 months period, your Service Order for the Services will be deemed to be cancelled.
- 2.3 If you fail the A&V and then cancel the Gold Supplier Service or if you are deemed to cancel the Gold Supplier Service upon the expiry of the above-mentioned 3-months period, Alibaba.com will refund the Gold Supplier Service fees in accordance with our established practices, provided, however that Alibaba.com shall have the right to deduct US\$100 as administrative charges in connection with the A&V that has been conducted as well as any other applicable charges, levies, costs and expenses that may be incurred in connection with or arising from such refund. You shall provide to us correct bank account details and other information necessary for Alibaba.com to process and make the refund. Please also note that Alibaba.com may apply administrative charges for any refund to be processed. In case you fail to provide the required information within three (3) months, you will be deemed to have waived any claim in respect of such refund money, and Alibaba.com shall be entitled to forfeit absolutely the entire service fees paid by you without any liability to you.
- 2.4 Any changes to the information that has been verified under the A&V shall be subject to new A&V at your own expense. If you fail to make payment and the changed information is not verified, Alibaba.com may, in its sole discretion, suspend or revoke all Services with respect to you without any refund or other compensation to you.
- 2.5 Upon each renewal of the Gold Supplier Service, the A&V shall be carried out by Alibaba.com in accordance with this clause 2. If you purchase the Gold Supplier Service for more than one year, you shall also undergo and pass the A&V annually prior to the expiry date of each annual placement period in accordance with this clause 2.
- 2.6 You agree not to hold Alibaba.com and our affiliates liable for any errors or omissions made (whether or not negligent, intentional or otherwise) by the A&V Agency.
- 2.7 Alibaba.com may, at its discretion and subject to authorization by the A&V Agency (if any), display a sign or mark or other materials as Alibaba.com considers appropriate to indicate that Member has passed the A&V. However, Member shall not make any use of such sign or mark for any purpose without prior written consent by Alibaba.com.
- 2.8 You acknowledge that, despite your completion of the A&V process and/or any subsequent purchase of the Gold Supplier Service and related registration as a Gold Supplier member (which will effectively qualify you as a “**Member**”), Alibaba.com reserves full right and discretion, for (including but not limited to) compliance and/or internal governance reasons, to reject your registration for the Gold Supplier Service or to deregister you as a Member (if you were already registered). If this occurs, Alibaba.com shall at its sole discretion refund within 90 days to you the pro-rated amount of any fees received from you for unused Gold Supplier Service, Keyword Advertising Service and Extra Quotation Service for the remainder of the Service Period after the termination date.

3. Services

3.1 Gold Supplier Service (this Section applies only in case the Gold Supplier Service is included in the Service Order)

3.1.1 The Gold Supplier Service has the following core features (which may be modified or suspended for scheduled or unscheduled maintenance purposes, from time to time at the sole discretion of Alibaba.com upon notification):

- (a) **Company Profile** - allows Member to display and edit basic information about its business, including without limitation year and place of establishment, estimated annual sales, number of employees as well as products and services offered;
- (b) **Product Showcase** - allows Member to display and edit descriptions, specifications and images of its products (optional);
- (c) **Trade Lead Posting** - allows Member to post on the Website for public display offers to buy or sell its products and services;
- (d) **TrustPass™ Profile** - display Member’s information verified by the A&V Agency under the A&V.

3.2 Keyword Advertising Service

3.2.1 The Keyword Advertising Service include a service where Members can bid for relevant keywords to allow their promoted product listing to be listed in priority to other product listings in search results on the Website. Members will be charged only when such listings are clicked on by Website users.

3.3 Extra Quotation Service

3.3.1 The extra quotation service include a service through which Alibaba.com agrees to channel relevant requests for quotation by potential buyers to you so that you may be able to provide quotes to them based on the specifications indicated in such RFQs, through the Alibaba.com Website.

3.4 AM Direct Value Added Services Package (this Section applies only in case the AM Direct Value Added Services Package is included in the Service Order)

3.4.1 The AM Direct Value Added Services Package has the following core features (which may be modified or suspended for scheduled or unscheduled maintenance purposes, from time to time at the sole discretion of Alibaba.com upon notification):

- (a) **Account Setting Services** – entails assistance to you in the beginning of your operations and first setup of your account on the Alibaba.com’s Website, including but not limited to provision of support on the opening and verification of an Alibaba.com account, a welcome call, an onboarding toolkit with materials such as processes, product parameter template and the provision of other basic information on the Website and business verification support. During the Service Period, the Account Setting Services will be provided once upon request.
- (b) **Account Diagnosis Services** – are supporting services with the aim of providing analytics data to you for periodic profile assessment to identify critical issues and optimization areas, evaluate achieved results on both organic and paid activities, conduct analytics checks and updates and proactive communication on new developments and future platform opportunities. During the Service Period, the Account Diagnosis Services will be provided once on a bimonthly basis.
- (c) **Keyword Advertising Management Services (Smart Marketing)** – are the supporting services provided with the aim of aiding you in promoting product postings on the Alibaba.com Website by assisting you to select the total campaign budget based on their request and media plan, select featured products for the campaign and/or recommending specific keywords to be purchased based on your advertising budget and selected product postings. For the avoidance of doubt, Alibaba.com or its affiliates shall only provide analytical data and guidance in relation to the Minisite, you shall decide and select which featured products to be used for any campaign. During the Service Period, the Keyword Advertising Management Services (Smart Marketing) will be provided once upon request.
- (d) **Keyword Advertising Management Services (Custom Campaign)** – are the supporting services provided in devising, selecting, compiling, recommending and managing keyword advertising promotions for you based on specific advertising parameters provided by you (including without limitation the promotion’s duration, the daily budget and the regions such promotion will be run into), and assisting you in constantly monitoring and optimizing the campaign(s), checking budget spending and conducting periodic and final reports to be shared with you during and after the campaign duration, with the aim of enabling you to promote product postings on the Alibaba.com Website. For the avoidance of doubt, Alibaba.com or its affiliates shall only provide generic analytical data and guidance in relation to the Minisite as a whole, and any recommendations of product, event or keywords are solely generated via specific algorithm, you shall decide and select which featured products or keywords to be used for any campaign and be liable for any infringement of third party rights in selecting certain keywords for campaign. During the Service Period, the Keyword Advertising Management Services (Smart Marketing) will be provided once upon request.

- (e) **Online Tradeshaw Support Services** – are the supporting services provided with the aim of aiding you in completing generic online tradeshaw applications and in submitting the materials and/or documents required to participate at online tradeshaws held on Alibaba.com Website and/or mobile app. For the avoidance of doubt, such services shall not include the application for any specific products for online tradeshaws, and any support by Alibaba.com or its affiliates shall not involve any product related information (including but not limited to images, videos, caption, description, nature, qualifications etc.), prohibited or restricted products related information, product posting and Minisite decoration related information, any traffic related products or the conducting of any marketing or promotional events. During the Service Period, the Online Tradeshaw Support service will be provided upon request.
- (f) **Request for Quotation Training Services** – are the supporting training services provided with the aim of training you in identifying and replying to the most favorable requests for quotation. For the avoidance of doubt, Alibaba.com or its affiliates shall not be responsible for recommending any product keyword to you. During the Service Period, the Request for Quotation Training Services will be provided once upon request.
- (g) **Request for Quotation Setup Services** – are the supporting services provided by Alibaba.com in setting up automatic alerts to notify you of requests for quotation which are relevant to your business activities. For the avoidance of doubt, Alibaba.com shall not be responsible for any setting up of automatic alerts based on product keywords. During the Service Period, the Request for Quotation Setup Services will be provided once upon request.
- (h) **Inquire Management Training Services** – are the trainings provided with the aim of training you in managing and replying to buyers' inquiries. During the Service Period, the Inquire Management Training Services will be provided once upon request.
- (i) **Dedicated Training Services** – are the supporting services provided with the aim of training you on the general functioning, basic use and features of the Alibaba.com Website and/or mobile app, which may include training on buyer functions/features on Alibaba.com, management of product pages, Alibaba star rating and updates, introduction to analytical data, management of incoming messages and generic request for quotation. For the avoidance of doubt, Alibaba.com shall not be responsible for any editing, recommending, managing, promoting of or involvement in any product information (including but not limited to images, videos, caption, description, nature and qualifications) when training you on product pages management. During the Service Period, the Dedicated Training Services will be provided once a monthly basis.
- (j) **Monthly Report Services** – are the supporting services provided with the aim of assessing your Minisite performance and supplying you with monthly reports on the most important Minisite's key performance indicators, such as star rating, conversation rate, active buyers and store response time. For the avoidance of doubt, any Monthly Report Services provided by Alibaba.com shall not involve the provision of any product related information (including but not limited to images, videos, caption, description, nature, qualifications etc.), prohibited or restricted products related information, product posting and Minisite decoration related information, any traffic related products or the conducting of any marketing or promotional events. During the Service Period, the Monthly Report Services will be provided once a monthly basis.
- (k) **Product Showcase:** To place products of Gold Suppliers in priority ranking on the Website.

3.5 OBS Value Added Services Package (this Section applies only in case the OBS Value Added Services Package is included in the Service Order)

3.5.1 The OBS Value Added Services Package, in addition to the value added services also included in the AM Direct Value Added Services Package (and outlined in Clause 3.4.1 above), has the following core features (which may be modified or suspended for scheduled or unscheduled maintenance purposes, from time to time at the sole discretion of Alibaba.com upon notification) that will be awarded for free to you and will be provided by a third-party authorized service provider:

- (a) **Minisite Decoration Services** – are the Website and/or mobile app design, enhancement and optimization services provided to you by an authorized third-party service provider with the aim of enabling you to enhance the display of your Minisite on the Alibaba.com Website and/or mobile app. In particular, in the context of the provision of Minisite Decoration Services to you, the third-party authorized service provider shall: (i) provide website and/or mobile app design, enhancement and optimization for your Minisite on the Alibaba.com Website and/or mobile app, including but not limited to the following content (the **"Minisite Content"**): one (1) full screen creative poster; one (1) company logo design; one (1) navigation bar design; one (1) enterprise advantage display section; one (1) product display section and one (1) multi-language section bar; (ii) design and arrange the layout of your Minisite (optional); (iii) communicate with you or your representative (including but not limited to your agent or reseller) on the proposed design and making any edits or changes as requested by you or your representative (including but not limited to your agent or reseller); (iv) modify the template Minisite once within fifteen (15) days after the template is completed based on the negotiation with you; (v) confirm and finalize the Minisite Content, design and layout of the inner page and homepage sections of the Minisite; and (vi) launch the Minisite and implement such designs in accordance with your or your representative's instructions (including but not limited to your agent or reseller). The Minisite Decoration Services shall be provided within the first three months of the Service Period;
- (b) **Product Posting Services** – are the services provided by an authorized third-party service provider to you with the aim of enabling you to enhance the management of your product postings on the Minisite by uploading new product postings on your Minisite. In particular, in the context of providing Product Posting Services to you, the authorized third-party service provider shall: (i) provide website and/or mobile app product posting services for you on the Website and/or mobile app, including but not limited to the following content (the **"Product Content"**): (a) basic touch-up of no less than 1 photo per product; (b) organizing the list of keywords, provided that each product posting should contain at least fifteen (15) non repetitive keywords; (c) posting a maximum of one hundred (100) products, provided that the title of each product posting shall contain at least ninety (90) characters; (iii) post on your behalf an initial number of at least fifteen (15) products on your Minisite, within the first fifteen (15) days upon the activation of your Gold Supplier Services on the Website (in case the Gold Supplier Service is included in the Service Order); (iv) assist you to complete product categories, parameters, attributes, and transaction information and any other necessary information; (v) create the title based on search engine most relevant keywords and Alibaba.com guidelines; and (vi) maintain a product quality score of at least 4 (unless otherwise adjusted by Alibaba.com at its sole discretion). If you do not provide all information relating to the products, the third-party authorized service provider will propose the information to be included in the product postings based on its knowledge of the industry, which shall be accepted by you. During the Service Period, the first Services will be provided upon request until one hundred (100) products have been posted.

3.6 AM Direct Plus Services Package (this Section applies only in case the AM Direct Plus Value Added Services Package is included in the Service Order)

3.6.1 The AM Direct Plus Value Added Services Package, in addition to the value added services also included in the AM Direct Value Added Services Package (and outlined in Clause 3.4.1 above), has the following core features (which may be modified or suspended for scheduled or unscheduled maintenance purposes, from time to time at the sole discretion of Alibaba.com upon notification) that will be awarded for free to you and will be provided by a third-party authorized service provider:

- (a) **Minisite Decoration Services** – are the Website and/or mobile app design, enhancement and optimization services provided by an authorized third-party service provider to you with the aim of enabling you to enhance the display of your Minisite on the Alibaba.com Website and/or mobile app. In particular, in the context of the provision of Minisite Decoration Services to you, the third-party authorized service provider shall: (i) provide Website and/or mobile app design, enhancement and optimization for your Minisite on the Website and/or mobile app, including but not limited to the following content (the **"Minisite Content"**): one (1) full screen creative poster; one (1) company logo design; one (1) navigation bar design; one (1) enterprise advantage display section; one (1) product display section and one (1) multi-language section bar; (ii) design and arrange the layout of the Minisite of the User (optional); (iii) communicate with you or your representative (including but not limited to your agent or reseller) on the proposed design and making any edits or changes as requested by you or your representative (including but not limited to your agent or reseller); (iv) modify the template Minisite once within fifteen (15) days after the template is completed based on the negotiation with you; (v) confirm and finalize the Minisite Content, design and layout of the inner page and homepage sections of the Minisite; and (vi) launch the Minisite and implement such designs in accordance with your instructions or your representatives' (including but not limited to your agent or reseller). The Minisite Decoration Services shall be provided within the first three months of the Service Period;
- (b) **Minisite Updating Services** – are the Website and/or mobile app design, enhancement and optimization services provided by an authorized third-party service provider to you with the aim of updating the display of your Minisite on the Website and/or mobile app. In particular, in the context of providing Minisite Updating Services to you, the third-party authorized service provider shall: (i) communicate with you or your representative (including but not limited to your agent or reseller) on the requested updates; (ii) confirm and finalize such updates; and (iii) release the Minisite updates in accordance with your instructions or of your representatives' (including but not limited to your agent or reseller). During the Service Period, the Minisite Updating Services will be provided once upon request.
- (c) **Product Posting Services** – are the services provided by an authorized third-party service provider to you with the aim of enabling you to enhance the management of your product postings on your Minisite on the Alibaba.com Website and/or mobile app by uploading new product postings on your Minisite. In particular, in the context of providing Product Posting Services to you, the authorized third-party service provider shall: (i) provide website and/or mobile app product posting services for you on the Website and/or mobile app, including but not limited to the following content (the **"Product Content"**): (a) basic touch-up of no less than 1 photo per product; (b) organizing the list of keywords, provided that each product posting should contain at least fifteen (15) non repetitive keywords; (c) posting a maximum of two hundred (200) products, provided that the title of each product posting shall contain at least ninety (90) characters; (iii) post on your behalf an initial number of at least fifteen (15) products on your Minisite, within the first fifteen (15) days upon the activation of your Gold Supplier Services on the Website (in case the Gold Supplier Service is included in the Service Order); (iv) assist you to complete product categories, parameters, attributes, and transaction information and any other necessary information; (v) create the title based on search engine most relevant keywords and Alibaba.com guidelines; and (vi) maintain a product quality score of at least 4 (unless otherwise adjusted by Alibaba.com at its sole discretion). If you do not provide all information relating to the products, the third-party authorized service provider will propose the information to be included in the product postings based on its knowledge of the industry, which shall be accepted by you. During the Service Period, the first Services will be provided upon request until two hundred (200) products have been posted.
- (d) **SEO Optimization Services** – are the services provided by an authorized third-party service provider to you with the aim of enhancing and optimizing your visibility on the search engine of the Website. In particular, in the context of providing SEO Optimization Services to you, the third-party authorized service provider shall: (i) communicate with you or your representatives (including but not limited to your agent or reseller) to identify the products postings that might require optimization based on the analysis of the search result positioning of your products and – taking into account best practices and Alibaba.com's platform updates – the most suitable way a product posting and your landing page can be optimized (e.g. with the inclusion of additional keywords, additional photos, videos and/or information within the relevant product postings, such as those relating to the product's characteristics, transactions, logistics and customized services, as well as basic touch-up of no more than one picture per product posting) and carry out the optimization activities that will be agreed upon; (ii) carry out the SEO Optimization Services on the English Minisite texts; (iii) maintain a product quality score of at least 4 (unless otherwise adjusted by Alibaba.com at its sole discretion); and (iv) continuously carry out analysis to assess the search results positioning of your products and Minisite on specific categories and keywords and carry out the subsequent optimization actions. If you do not provide all information relating to the products, the third-party authorized service provider will propose the information to be included in the product posting to be optimized based on its knowledge of the industry, which shall be accepted by you.

3.7 AM Renewal 3 Months and AM Renewal 6 Months Value Added Services Packages (this Section applies only in case the AM Renewal 3 Months or AM Renewal 6 Months Value Added Services Package is included in the Service Order)

3.7.1 The AM Renewal 3 Months and AM Renewal 6 Months Value Added Services Packages have the following core features (which may be modified or suspended for scheduled or unscheduled maintenance purposes, from time to time at the sole discretion of Alibaba.com upon notification):

- (a) **Account Diagnosis Services** – are supporting services with the aim of providing analytics data to you for periodic profile assessment to identify critical issues and optimization areas, evaluate achieved results on both organic and paid activities, conduct analytics checks and updates and proactive communication on new developments and future platform opportunities. During the Service Period, the Account Diagnosis Services will be provided once on a bimonthly basis.
- (b) **Keyword Advertising Management Services (Smart Marketing)** – are the supporting services provided with the aim of aiding you in promoting product postings on the Alibaba.com Website by assisting you to select the total campaign budget based on your request and media plan, select featured products for the campaign and/or recommending specific keywords to be purchased based on your advertising budget and selected product postings. For the avoidance of doubt, Alibaba.com or its affiliates shall only provide analytical data and guidance in relation to the Minisite, you shall decide and select which featured products to be used for any campaign. During the Service Period, the Keyword Advertising Management Services (Smart Marketing) will be provided once upon request.
- (c) **Keyword Advertising Management Services (Custom Campaign)** – are the supporting services provided in devising, selecting, compiling, recommending and managing keyword advertising promotions for you based on specific advertising parameters provided by you (including without limitation the promotion's duration, the daily budget and the regions such promotion will be run into), and assisting you in constantly monitoring and optimizing the campaign(s), checking budget spending and conducting periodic and final reports to be shared with you during and after the campaign duration, with the aim of enabling you to promote product postings on the Alibaba.com Website. For the avoidance of doubt, Alibaba.com or its affiliates shall only provide generic analytical data and guidance in relation to the Minisite as a whole, and any recommendations of product, event or keywords are solely generated via specific algorithm, you shall decide and select which featured products or keywords to be used for any campaign and be liable for any infringement of third party rights in selecting certain keywords for campaign. During the Service Period, the Keyword Advertising Management Services (Smart Marketing) will be provided once upon request.

- (d) **Request for Quotation Training Services** – are the supporting training services provided with the aim of training you in identifying and replying to the most favorable requests for quotation. For the avoidance of doubt, Alibaba.com or its affiliates shall not be responsible for recommending any product keyword to you. During the Service Period, the Request for Quotation Training Services will be provided once upon request.
- (e) **Request for Quotation Setup Services** – are the supporting services provided by Alibaba.com in setting up automatic alerts to notify you of requests for quotations which are relevant to your business activities. For the avoidance of doubt, Alibaba.com shall not be responsible for any setting up of automatic alerts based on product keywords. During the Service Period, the Request for Quotation Setup Services will be provided once upon request.
- (f) **Inquire Management Training Services** – are the trainings provided with the aim of training you in managing and replying to buyers' inquiries. During the Service Period, the Inquire Management Training Services will be provided once upon request.
- (g) **Dedicated Training Services** – are the supporting services provided with the aim of training you on the general functioning, basic use and features of the Alibaba.com Website and/or mobile app, which may include training on buyer functions/features on Alibaba.com, management of product pages, Alibaba star rating and updates, introduction to analytical data, management of incoming messages and generic requests for quotation. For the avoidance of doubt, Alibaba.com shall not be responsible for any editing, recommending, managing, promoting of or involvement in any product information (including but not limited to images, videos, caption, description, nature and qualifications) when training you on product pages management. During the Service Period, the Dedicated Training Services will be provided once a monthly basis.
- (h) **Monthly Report Services** – are the supporting services provided with the aim of assessing your Minisite performance and supplying you with monthly reports on the most important Minisite's key performance indicators, such as star rating, conversation rate, active buyers and store response time. For the avoidance of doubt, any Monthly Report Services provided by Alibaba.com shall not involve the provision of any product related information (including but not limited to images, videos, caption, description, nature, qualifications etc.), prohibited or restricted products related information, product posting and Minisite decoration related information, any traffic related products or the conducting of any marketing or promotional events. During the Service Period, the Monthly Report Services will be provided once a monthly basis.

3.8 AM Renewal Value Added Services Package (this Section applies only in case the Renewal Value Added Services Package is included in the Service Order)

3.8.1 The AM Renewal Value Added Services Package, in addition to the value added services also included in the AM Renewal 3 Months and AM Renewal 6 Months Value Added Services Package (and outlined in Clause 3.7.1 above), has the following core features (which may be modified or suspended for scheduled or unscheduled maintenance purposes, from time to time at the sole discretion of Alibaba.com upon notification) that will be awarded for free to you and will be provided by a third-party authorized service provider:

- (a) **Product Posting and Optimization Services** – are the services provided by an authorized third-party service provider to you with the aim of enabling you to enhance the management of your product postings on the Minisite by uploading new product postings on your Minisite or by optimizing your existing ones. In particular, in the context of providing Product Posting and Optimization Services to User, the authorized third-party service provider shall: (i) provide website and/or mobile app product posting services and/or optimization of existing product postings services for you on the Website and/or mobile app, including but not limited to the following content (the "Product Content"): (a) basic touch-up of no less than 1 photo per product posting; (b) organizing the list of keywords, provided that each product posting should contain at least fifteen (15) non repetitive keywords; (c) posting or optimizing a maximum of fifty (50) products, provided that the title of each product posting shall contain at least ninety (90) characters; (iii) post or optimize on your behalf an initial number of at least fifteen (15) products on your Minisite, within the first fifteen (15) days upon the activation of your Gold Supplier Services on the Website (in case the Gold Supplier Service is included in the Service Order); (iv) assist you to complete or optimize the product posting, product categories, parameters, attributes, and transaction information and any other necessary information; and (v) maintain a product quality score of at least 4 (unless otherwise adjusted by Alibaba.com at its sole discretion). If you do not provide all information relating to the products to be posted or optimized, the third-party authorized service provider will propose the information to be included in the product postings based on its knowledge of the industry, which shall be accepted by you. During the Service Period, the Product Posting and Optimization Services will be provided upon request until fifty (50) products will be posted or optimized.
- (b) **SEO Optimization Services** – are the services provided by an authorized third-party service provider to you with the aim of enhancing and optimizing your visibility on the search engine of the Website. In particular, in the context of providing SEO Optimization Services to you, the third-party authorized service provider shall: (i) communicate with you or your representatives (including but not limited to your agent or reseller) to identify the products postings that might require optimization based on the analysis of the search result positioning of your products and – taking into account best practices and Alibaba.com's platform updates – the most suitable way the title of your product postings and the related keywords can be optimized and carry out the optimization activities that will be agreed upon; (ii) carry out the SEO Optimization Services on the English Minisite product postings' titles; (iii) maintain a product quality score of at least 4 (unless otherwise adjusted by Alibaba.com at its sole discretion); and (iv) continuously carry out analysis to assess the search results positioning of your products and Minisite on specific categories and keywords and carry out the subsequent optimization actions. If you do not provide all information relating to the products, the third-party authorized service provider will propose the information to be included in the product posting to be optimized based on its knowledge of the industry, which shall be accepted by you. During the Service Period, the SEO Optimization Services will be provided once every two months.

3.9 AM Service GPC Value Added Service Package (this Section applies only in case the AM Service GPC Service is included in the Service Order)

3.9.1 The AM Service GPC Value Added Services Package has the following core features that will be provided by Alibaba.com (which may be modified or suspended for scheduled or unscheduled maintenance purposes, from time to time at the sole discretion of Alibaba.com upon notification):

- (a) **Recorded Courses Services** – are the supporting recorded courses accessed by you on the Site and may include topics in relation to How to set up on Alibaba, How to Post Attractive Products GGS Product Growth System, Industry Trending Products Collection, Get More Traffic-Showcases, Get More Traffic-Star Rating, Request for quotation (RFQ) – Basis, Request for quotation (RFQ)- Advanced, Get to Know Analytics Tools, Inquiry Management, Buyer Analysis, which may from time to time be updated, modified and/or suspended at the sole discretion of Alibaba.com. During the Service Period, the Recorded Courses Services will be provided for a total of 6 months.
- (b) **Live Training Services** – are the supporting live trainings and may include topics in relation to Minisite Decoration & Optimization, Key Word Advertising Management & Optimization and Inquiry Conversion Skills, which may from time to time be updated, modified and/or suspended at the sole discretion of Alibaba.com. During the Service Period, the Live Training Services will be provided for a total of 3 times.
- (c) **Account Diagnosis Services** – are supporting services with the aim of providing analytics data to you for periodic profile assessment to identify critical issues and optimization areas, evaluate achieved results on both organic and paid activities, conduct analytics checks and updates and proactive communication on new developments and future platform opportunities. During the Service Period, the Account Diagnosis Services will be provided once on a monthly basis.
- (d) **Monthly Report Services** – are the supporting services provided with the aim of assessing your Minisite performance and supplying you with monthly reports on the most important Minisite's key performance indicators, such as star rating, conversation rate, active buyers and store response time. For the avoidance of doubt, any Monthly Report Services provided by Alibaba.com shall not involve the provision of any product related information (including but not limited to images, videos, caption, description, nature, qualifications etc.), prohibited or restricted products related information, product posting and minisite decoration related information, any traffic related products or the conducting of any marketing or promotional events. During the Service Period, the Monthly Report Services will be provided once a monthly basis.
- (e) **Customer Care Services** – are the supporting services with the aim of providing Mini-Account Diagnosis and optimization advices upon requests. For the avoidance of doubt, any Customer Care Services provided by Alibaba.com shall not involve the provision of any product related information (including but not limited to images, videos, caption, description, nature, qualifications etc.), prohibited or restricted products related information, product posting and minisite decoration related information, any traffic related products or the conducting of any marketing or promotional events. During the Service Period, the Customer Care Services will be provided for 3 months.

3.9.2 The AM Service GPC Value Added Services Package has the following core features that will be awarded for free to the User and will be provided by a third-party authorized service provider (which may be modified or suspended for scheduled or unscheduled maintenance purposes, from time to time upon notification): Product Posting, Showcase and Call Setting Management, Product Main Video, Minisite Updating Services. The terms and conditions of such services shall refer to the service agreement entered into or to be entered into between the User and the third-party authorized service provider.

3.10 VAS Selected Buyer Service bundle

3.10.1 Benefit Opening services

During the 12-month service period the Benefit Opening services are the services provided for the User, who purchase **Value Added Services Package** with the objective of maximizing the utilization of the User's automated benefits on the Alibaba.com Website. These benefits include showcase fulfillment, buyer message reminders, KWA consumption, and customized settings for the Smart Assistant (covering aspects such as products, RFQ, and message contact, etc.). Specifically, the Benefit Opening services have the following core features in the course of delivering these services to the User:

- Ensure that all automated benefits are activated and operational within a reasonable time frame as agreed upon in this contract or as otherwise directed by Alibaba.com's discretion.
- Provide training and support to the User to facilitate understanding and proper use of the benefit features to ensure their capacity to maintain usage independently after the subscription period of VAS selected buyer service bundle.
- The Benefit Opening services do not cover any additional cost that may arise from the supplementary purchase of showcases or KWAs beyond the initial agreed-upon quantities.
- Any customization or additional services requested by the User outside of the defined automated benefits scope may be provided at an additional cost and should be agreed upon in a separate service agreement.
- The User is expected to cooperate with the third-party service provider by promptly providing necessary information and feedback to facilitate the effective delivery of the Benefit Opening services.

3.10.2 Prospect Selection Service

During the 12-month service period, the Prospect Selection Service provided to the User, who purchase **Value Added Services Package** aims to optimize the process of selecting high-quality business opportunities for the User on the Alibaba.com Website. Prospect Selection Service has the following core features, including the initial response to inquiries, opportunity reply coverage, follow-ups on inquiries, opportunity recaps, high-quality opportunity tagging, notes on reasons for quality recommendations, and high-quality opportunity alerts. Alibaba.com will:

- Provide continuous support and communication to the User, ensuring transparency in the selection process and offering access to relevant statistics and metrics regarding the selected opportunities.
- Maintain a log of all interactions with prospects and submit a summary report at regular intervals, as agreed upon, to the User.

The User is expected to collaborate with the Service Provider by providing timely and accurate feedback on the quality and relevance of the opportunities presented, enabling service optimization and alignment with the User's strategies and objectives.

3.11 AM Direct Service of Store Copilot bundle

(a) **Minisite Decoration Services** – are the Website and/or mobile app design, enhancement and optimization services provided to you by an authorized third-party service provider with the aim of offering and furnishing various templates tailored according to the specific industry category and characteristics of you for the purpose of customization.

- **Template Provision:** The authorized third-party service provider shall conduct an initial assessment of the User's business type, industry category, and specific characteristics to identify the most suitable templates. Based on this assessment, the Service Provider will present a range of template options to the User for consideration.
- **Customization and Revisions:** Upon receiving feedback from the User regarding the initial selection of templates, the Service Provider shall make necessary adjustments and provide customized versions of the templates to better meet the User's requirements. This process may involve multiple rounds of revisions, with the Service Provider incorporating feedback and alterations requested by the User until a final version is approved. The modification of template shall be no more than twice within seven (7) days after the template is completed based on the negotiation with you;
- **Final Approval:** The Service Provider's obligation to customize and revise the templates shall continue until the User expresses satisfaction with the final rendition. Final approval shall be provided by the User in writing, confirming that the customized template meets their expectations and requirements for launch or deployment.

The Minisite Decoration Services shall be provided within the first three months of the Service Period;

(b) **Product Posting Services** – are the services provided by an authorized third-party service provider to you with the aim of enabling you to enhance the management of your product postings on the Minisite by uploading new product postings on your Minisite. In particular, in the context of providing Product Posting Services to you, the authorized third-party service provider shall: (i) provide website and/or mobile app product posting services for you on the Website and/or mobile app, including but not limited to the following content (the “**Product Content**”): (a) basic touch-up of no less than 1 photo per product; (b) organizing the list of keywords, provided that each product posting should contain at least fifteen (15) non repetitive keywords; (c) posting a maximum of two hundred (200) products, provided that the title of each product posting shall contain at least ninety (90) characters; (iii) post on your behalf an initial number of at least fifteen (15) products on your Minisite, within the first sixty (60) days upon the activation of your Gold Supplier Services on the Website (in case the Gold Supplier Service is included in the Service Order) and/or within the sixty (60) days the completion of Business Verification procedure; (iv) assist you to complete product categories, parameters, attributes, and transaction information and any other necessary information; (v) create the title based on search engine most relevant keywords and Alibaba.com guidelines; and (vi) maintain a product quality score of at least 4 (unless otherwise adjusted by Alibaba.com at its sole discretion). If you do not provide all information relating to the products, the third-party authorized service provider will propose the information to be included in the product postings based on its knowledge of the industry, which shall be accepted by you. During the Service Period, the first Services will be provided upon request until one hundred (100) products have been posted.

3.12 General provisions on the Services (this Section applies to all Services)

3.12.1 Alibaba.com reserves the right to change, upgrade, modify, limit or suspend any Service or any of its related functionalities or applications at any time temporarily or permanently without prior notice. Alibaba.com further reserves the right to introduce new features, functionalities or applications to the Services or to future versions of the Services. All new features, functionalities, applications, modifications, upgrades and alterations shall be governed by this Agreement, unless otherwise stated by Alibaba.com, and in particular:

(a) in the event that Alibaba.com decides, at its sole discretion, to upgrade or modify the Services in a particular country, upon reasonable notice to affected Users of the above, Alibaba.com (with the exception of the Services that are awarded for free to the User within the OBS Value Added Services Package, the AM Direct Plus and/or the AM Renewal Value Added Service Package and/or AM Service GPC Value Added Service Package) may convert any unused credit or amount in the relevant Services account of the affected User to corresponding credits in the upgraded or modified Services offering, at such rate to be determined by Alibaba.com; and/or

(b) in the event that Alibaba.com decides, at its sole discretion, to terminate or discontinue a Service permanently in a country, Alibaba.com may (with the exception of the Services that are awarded for free to the User within the OBS Value Added Service Package, the AM Direct Plus and/or the AM Renewal Value Added Service Package and/or AM Service GPC Value Added Service Package), upon reasonable notice to affected Users and convert or upgrade such affected Users to another Value Added Services Package.

3.12.2 The Services are offered only to business or corporate entities (e.g. corporations, limited liability companies, partnership, sole proprietors, etc.) that are capable of having a business name and business address that may be verified by the A&V Agency (in case the Gold Supplier Service is included in the Service Order).

3.12.3 The Services shall not be available to a business entity (i) incorporated or organized under the laws of the mainland China, Hong Kong, Macau or Taiwan or (ii) whose contact details (e.g., telephone or facsimile number or business address) posted on the Website are within the mainland China, Hong Kong, Macau or Taiwan. Alibaba.com may suspend or terminate the Services to such entity without notice. Entities which are deemed as “offshore entities” will not be eligible to subscribe for the Services pursuant to the terms and conditions of this Agreement. For purposes of this Agreement, “offshore entities” shall refer to entities which are either (a) registered or incorporated outside the country in which it has its main offices and operations, or (b) entities which are registered or incorporated outside the country where its principal shareholders reside. Notwithstanding the aforementioned, Alibaba.com shall reserve the sole discretion to determine whether a potential subscriber would be deemed as an “offshore entity” for purposes of this Agreement. In case the Gold Supplier Service is included in the Service Order, in the event this occurs prior to (as the case may be) the undertaking or completion of the A&V, Alibaba.com shall be entitled to terminate this Agreement pursuant to Clause 8 of this Agreement and will refund the service fees in accordance with our established practices, provided, however that Alibaba.com shall have the right to deduct US\$100 as administrative charges in connection with the Alibaba.com’s business verification procedures that has been conducted (if applicable) as well as any other applicable charges, levies, costs and expenses that may be incurred in connection with or arising from such refund.

3.12.4 You shall keep confidentiality and proper custody of your User ID and Password of the account assigned to you in connection with your use of the Services (the “**Account**”). A set of User ID and Password is unique to a single Account. You agree that you shall be solely responsible for any use of your Account (including without limitation publishing of any information and materials, accepting any online rules and agreements, subscribing for or purchasing any service or product online) and any use of your Account will be deemed by Alibaba.com as having been fully authorized by you. You shall not share with, assign to or permit a third party to use your Account, User ID or Password (collectively, “**multiple use**”). You acknowledge that multiple use of its Account with any third party may cause irreparable harm to Alibaba.com or other users of the Website, and agree to indemnify Alibaba.com and its affiliates against any loss or damages suffered by Alibaba.com and its affiliates as a result of multiple use of its Account. If you fail to take necessary measures to maintain the security of the Account or to prevent the risks of unauthorized access, Alibaba.com shall have the right to suspend the provision of the Services or terminate this Agreement without any refund or other compensation to you.

3.12.5 Alibaba.com shall have the right, but shall not be obliged, to monitor or examine any information and materials including any website link that Member publishes or submits to Alibaba.com for publishing on the Website (the “**User Materials**”). Publishing of User Materials shall by no means mean that Alibaba.com has endorsed or otherwise certifies the contents of such User Materials. Member shall be solely responsible for the contents of its User Materials.

3.12.6 If any activities of User on the Website or any User Materials (including material accessible through a link in the User Materials), in Alibaba.com’s reasonable opinion, are in violation of any applicable laws and regulations or a third party’s legitimate rights (including without limitation intellectual property rights), the terms of this Agreement or the Website Terms or may otherwise subject Alibaba.com or its affiliates to liability, Alibaba.com may, at its option, delete, remove or modify such User Material or any part thereof and/or limit or suspend the provision of the Services or any part thereof (including without limitation limiting the number or types of product listings that the User can publish on the Website for such duration as Alibaba.com may in its sole discretion consider appropriate).

3.12.7 Alibaba.com reserves the right to cooperate fully with governmental authorities, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing. Further, Alibaba.com may disclose User’s identity and contact information, if requested by a government or law enforcement body, an injured third party, or as a result of a subpoena or other legal action. Alibaba.com shall not be liable for damages or results thereof, and User agrees not to bring any action or claim against Alibaba.com for such disclosure. In connection with any of the foregoing, Alibaba.com may suspend or terminate User’s Account as Alibaba.com deems appropriate at its sole discretion. Alibaba.com shall have the right to publish the records relating to handling of complaints against User, breaches by User or termination of this Agreement on the Website.

3.12.8 User hereby grants to Alibaba.com and the authorized third-party service provider which will provide part of the value added services in the OBS, AM Direct Plus and/or AM Renewal Value Added Services Packages a non-exclusive, royalty-free, sub-licensable, worldwide, transferable license to (a) display, publish or transmit all or part of the User Materials or any adaptations thereof, (b) link, copy, store, adapt, translate or make other reasonable use of all or part of the User Materials or any adaptations thereof, necessary to provide the Services in any medium known now and in the future.

3.12.9 User authorizes Alibaba.com (Alibaba.com however has no obligation) to, directly or indirectly, in such form and at such time and conditions at Alibaba.com’s sole discretion, promote, on behalf of User, any User Materials. To the extent that Alibaba.com does not materially modify such Materials, User agrees and undertakes that it shall be solely responsible for, and shall keep Alibaba.com fully indemnified against any action, liability, claim, loss, damage and expense (including legal cost) arising from or related to such Materials.

3.12.10 Alibaba.com reserves the right to improve or update the Services at any time, including improvement to or upgrade of the company and product classifications, ranking etc.

4. Service Period

4.1 In case a Value Added Services Package is included in the Service Order, you and the relevant account manager of Alibaba.com will discuss together when to activate the relevant Value Added Services Package, which shall be activated within 30 days from the date you have paid the total services fees in full under the Service Order and upon a request for activation sent by you via email to the relevant account manager of Alibaba.com. In case the Value Added Services Package contained in the Service Order will not be activated within the mentioned 30-days period following the payment of the services fees in full, Alibaba.com will have the right to determine when to activate the Value Added Services Package at its own discretion. Upon purchase of the Value Added Services Package, you acknowledge and agree that Alibaba.com has fulfilled its obligation, and it is expressly agreed that you shall not be entitled to any refunds, whether in whole or in part.

4.2 Activation of the Services will be notified to you via email to such email address provided by you in the Service Order.

4.3 Unless otherwise agreed, the service period for the Gold Supplier Service shall be one (1) year from the activation date of the Gold Supplier Service. Unless otherwise agreed, the service period for the AM Direct, AM Direct Plus and AM Renewal Value Added Services Packages shall be one (1) year from the activation date of the AM Direct, AM Direct Plus or AM Renewal Value Added Services Packages. Unless otherwise agreed, the service period for the AM Renewal 6 Months Value Added Services Packages shall be six (6) months from the activation date of the AM Renewal 6 Months Value Added Services Package. Unless otherwise agreed, the service period for the OBS and AM Renewal 3 Months Value Added Services Packages and AM Service GPC Value Added Service Package shall be three (3) months from the activation date of the OBS or AM Renewal 3 Months Value Added Services Package or AM Service GPC Value Added Service Package (each a “**Service Period**” and collectively “**Service Periods**”).

4.4 This Agreement will expire on the day when all the Service Periods expire unless early terminated according to the terms of this Agreement.

5. Fees and Payment

5.1 In consideration of Alibaba.com’s agreement to process the application and, subject to Alibaba.com’s A&V (applicable in case the Gold Supplier Service is included in the Service Order), to provide the Services, you agree to pay Alibaba.com (or its relevant affiliate and/or authorized sales agent, authorized resellers, or authorized channel partners) the Service fees. All Services fees shall be payable in advance to Alibaba.com or its affiliate or authorized agent, authorized reseller, or authorized channel partner by wire transfer, credit card, third-party payment system (including but not limited to PayPal) or such other method acceptable to Alibaba.com, in US Dollars or its equivalent in such other currency as permitted by Alibaba.com. Except as provided in Clauses 2.3, 8.2 and 8.5, all payments made for Services are non-refundable.

5.2 **The value added services within the AM Direct Plus, OBS, Exclusive Selected Buyer Service, AM Renewal Value Added Services Package and AM Service GPC Value Added Service Package provided by an Alibaba.com authorized third-party service provider are awarded for free to the User.**

5.3 Services fees are exclusive of any taxes, duties or other governmental levies or any financial charges. You agree to pay and be responsible for any such taxes, duties, levies or charges on the sale and use of the Services in addition to our Services fees. In the event Alibaba.com is required by any applicable law to collect any taxes or duties, you agree to pay such taxes or duties to Alibaba.com.

5.4 Alibaba.com reserves the right to modify its pricing structure, discounts and payment conditions from time to time at its sole discretion.

6. User Responsibilities

6.1 You agree to provide all necessary information, materials and approval, and render all reasonable assistance and cooperation necessary for Alibaba.com’s provision of the Services. If your failure to provide information necessary for the provision of the Services results in delay in the provision of any Service, Alibaba.com shall not be obliged to extend the relevant service period or liable for any loss or damages arising from such delay.

6.2 You represent, warrant, and undertake (where applicable) that:

- (a) you have the full power and authority to enter into this Agreement, to grant the license and authorization and to perform your obligations hereunder;
- (b) you will carry on your activities on the Website in compliance with any applicable laws and regulations;
- (c) you will not use the Services to defraud users of the Website or engage in other unlawful activities (including without limitation spamming, allowing another to use your business registration information to subscribe for an Alibaba.com service);
- (d) you have the legitimate right and authorization to sell, distribute or export all products or services you post on the Website or otherwise referred to in your User Materials;

- (e) all contents of your User Materials are true, lawful, complete, valid and accurate, and are not false, misleading or deceptive
- (f) you will not impersonate any person or entity, or misrepresent yourself or its affiliation with any person or entity;
- (g) you will not post any product or service listing in breach of the Website's Product Listing Policy, and your User Materials or any product or service referred to in your User Materials do not infringe or otherwise abet or encourage the infringement or violation of any third party's copyright, patent, trademarks, trade secret or other proprietary right, rights of publicity and privacy or other legitimate rights; referred to in your User Materials do not infringe or otherwise abet or encourage the infringement or violation of any third party's copyright, patent, trademarks, trade secret or other proprietary right, rights of publicity and privacy or other legitimate rights;
- (h) your User Materials do not contain information that is defamatory, libelous, threatening or harassing, obscene or sexually explicit or harmful to minors;
- (i) your User Materials do not contain information that is discriminatory or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

6.3 You agree and undertake that you will not:

- (a) copy, reproduce, exploit or expropriate Alibaba.com's various proprietary directories, databases and listings;
- (b) use or distribute any computer viruses or other destructive devices and codes that may harm, interfere with, intercept or expropriate any software
- (c) gain or attempt to gain authorized access to the computer systems or networks used by Alibaba.com and/or any user of the Website or engage in any other activities that may harm the integrity of such computer systems or networks;
- (d) take any action which may undermine the integrity of Alibaba.com's feedback system, such as leaving positive feedback for himself using secondary User IDs or through third parties or by leaving unsubstantiated negative feedback for another user.

6.4 With regards to information about or posted on behalf of any business referee, you represent and warrant that you have obtained all necessary consents, approvals and waivers from your business partners and associates (a) to act as your business referee; (b) to post and publish your contact details and information, reference letters and comments on your behalf; and (c) that third parties may contact such business referees to support claims or statements made about you.

6.5 You shall conduct all activities on the Website in accordance with all applicable laws and regulations and commonly accepted commercial practices. You shall also conduct its business affairs with integrity and in an ethical manner.

6.6 You acknowledge and agree that Alibaba.com shall not be responsible, and shall have no liability to it or anyone else for any content of the User Materials or materials posted by third parties.

6.7 You shall be solely liable for your submitted business name. In case Alibaba.com receives any complaint or claim against you in respect of its business name, unless you change to a new business name which has also passed the business verification procedures, Alibaba.com shall have the right to suspend or terminate your account immediately.

6.8 You agree to indemnify Alibaba.com and its affiliates and their employees, agents and representatives and to hold them harmless, from any and all losses, damages, actions, claims and liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, from your User Materials or use of the Services or from your breach of this Agreement, the Website Terms (including claims arising from your business name), the terms and conditions relating to the value added services contained in the Value Added Services Packages attached to this Agreement and from claims of third parties. Alibaba.com reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Alibaba.com in asserting any available defenses.

7. Limitation of Liability

7.1 Alibaba.com represents and warrants that it will provide the Services with reasonable care and skill. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE FULL EXTENT PERMITTED BY LAW THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ALIBABA.COM HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF CONDITION, QUALITY, DURABILITY, PERFORMANCE, ACCURACY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED. IF ALIBABA.COM BREACHES THE WARRANTY HEREUNDER, ALIBABA.COM SHALL RE-PERFORM THE AFFECTED PART OF THE SERVICES. TO THE FULL EXTENT PERMITTED BY LAW, THE REMEDY UNDER THIS CLAUSE 7.1 SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ALIBABA.COM'S WARRANTIES UNDER THIS AGREEMENT.

7.2 TO THE FULL EXTENT PERMITTED BY LAW, ALIBABA.COM SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITIES OR LOSS OF DATA, WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE, ARISING FROM THE USE OR INABILITY TO USE OF THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE.

7.3 You agree not to hold Alibaba.com responsible for third parties' content, actions or inactions. If you use third parties' services, software or products in connection with the Services, you further agree not to hold Alibaba.com responsible for such third parties' services, software or products.

7.4 Any material downloaded or otherwise obtained through the use of the Services is done at your sole discretion and risk and you are solely responsible for any damage to your computer system or loss of data that may result from the download of any such material. No advice or information, whether oral or written, obtained by you from Alibaba.com or through or from the Services shall create any warranty not expressly stated in this Agreement.

7.5 Notwithstanding any of the foregoing provisions, the aggregate liability of Alibaba.com and its affiliates and their employees, agents and representatives or anyone acting on their behalf, with respect to you for all claims arising from the use of the Services or the Website shall not exceed the amount of the Services fees that you pay to Alibaba.com during the current service period for the Services. The preceding sentence shall not preclude the requirement by you to prove actual damages. All claims arising from the use of the Services must be filed within one (1) year from the date the cause of action arose.

8. Termination

8.1 If any of the following circumstances occurs, Alibaba.com shall have the right to terminate the Agreement immediately at such time deemed appropriate by Alibaba.com acting in its sole discretion upon written notice to you and to forfeit the service fees for any unused Services without liability:

- (a) Alibaba.com has reasonable grounds to believe that you use the Services for any fraudulent or other unlawful purpose or that you have submitted unlawful, fraudulent or misleading information during the business verification process or any time during the use of the Services;
- (b) upon complaint or claim from any third party, Alibaba.com has reasonable grounds to believe that you have willfully or materially breached your contract with the third party complainant, including without limitation where you have failed to deliver the products ordered by the complainant after receipt of the purchase price, or where you have failed to make payment to the complainant after receipt of the products delivered by the complainant, or where you have delivered the products that fail to materially meet the terms and descriptions outlined in User Materials;
- (c) Alibaba.com has reasonable grounds to believe that you are involved in the production or sale of any inferior goods or any goods which infringe any intellectual property rights or other legitimate rights of any third party;
- (d) You assign or transfer part or all of your rights and obligations under this Agreement to a third party (including multiple use of you Account) without Alibaba.com's prior written consent;
- (e) You sell any business information related to buyers and/or their buy leads/enquiries which are obtained by you as a result of use of the Services without Alibaba.com's prior written consent;
- (f) You are involved in any scheme or activities to undermine the integrity or normal operation of the computer systems or networks of the Website (including gaining unauthorized access to the systems of the Website, stealing, modifying or deleting the information of other members of the Website without authorization);
- (g) You are in breach of any of your representations, warranties and undertakings in clause 6;
- (h) You have failed to rectify any breach of this Agreement other than those under para (a)-(g) hereof within 10 working days of being notified by Alibaba.com of such breach;
- (i) You have committed breaches other than those under para (a)-(g) hereof for 3 or more times;
- (j) You cease to conduct your operations, are insolvent or wound up, or become the subject of any voluntary or involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors or similar proceeding; or
- (k) You and/or its director(s), officer(s) or controlling party/ies became, or Alibaba.com has reason to believe that you and/or your director(s), officer(s) or controlling party/ies will become, an entity or person that is subject to any economic or trade sanctions of any governmental, international or regulatory entities, provided that should Alibaba.com exercise its right of termination under this Clause 8.1 (k), Alibaba.com may, at its sole discretion (but not as an obligation), refund you within 90 days part or all of the fees for any unused Services for the remainder of the Service Period after the termination date; or
- (l) where applicable, you- even in case the Services have been activated by the latter - do not intend to complete Alibaba.com's A&V and/or willfully delay such A&V without providing Alibaba.com with a justifiable reason for doing so.

8.2 You may also terminate the Agreement with immediate effect upon written notice to Alibaba.com. Under such instances:

- (m) In case the Value Added Services Packages are purchased together with the Gold Supplier Services and the User fails the A&V, the Value Added Services Package fees will not be refunded;

8.3 If the Agreement is terminated under clause 8.1 and other provisions of this Agreement, Alibaba.com shall have the right to refuse any and all current or future use by you of the Services or any other services that may be provided by Alibaba.com. Furthermore, Alibaba.com shall have the right to refuse any renewal or extension of the relevant Service Period if any of the scenario described in Clause 8.1(k) occurred.

8.4 In the event that Alibaba.com does not receive full payment of Service fees for whatsoever reason, such Service shall be terminated immediately without further notification from Alibaba.com. Access to the Service shall be denied upon such termination.

8.5 Notwithstanding any of the foregoing provision of this Clause 8, Alibaba.com may at any time with fourteen (14) calendar days prior written notice for convenience terminate this Agreement without reason. Such termination shall be without prejudice to all rights and obligations incurred by you and Alibaba.com on and prior to the termination date. It is expressly agreed that no refund will be issued, in case the Value Added Services Package is already purchased prior to the termination date.

8.6 You shall provide Alibaba.com with correct bank account details and other information necessary for Alibaba.com to process and make any refund. In case you fail to provide the required information within three (3) months, you will be deemed to have waived any claim in respect of such refund money, and Alibaba.com shall be entitled to forfeit absolutely the entire service fees paid by you without any liability to you. Please also note that Alibaba.com may apply administrative charges for any refund to be processed.

9. Force Majeure

9.1 Under no circumstances shall Alibaba.com be held liable for any delay or failure or disruption of the Services resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including without limitation, acts of God, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, terrorism, war, governmental actions, orders of domestic or foreign courts or tribunals.

10. General Provisions

10.1 If the contracting Alibaba entity is Alibaba Malaysia, this Agreement shall be governed by the laws of Malaysia without regard to its conflict of law provisions, and parties to this Agreement hereby submit to the exclusive jurisdiction of the courts of Malaysia. If the contracting Alibaba entity is Alibaba Singapore or Alibaba India, this Agreement shall be governed by the laws of the Hong Kong Special Administrative Region ("Hong Kong") without regard to its conflict of law provisions. The parties to this Agreement hereby submit to the exclusive jurisdiction of the courts of Hong Kong.

10.2 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

10.3 Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

10.4 Any failure by Alibaba.com to exercise any of its rights under this Agreement shall not constitute a waiver of such right or a waiver with respect to subsequent or similar breach. A waiver shall be effective only if made in writing.

10.5 Alibaba.com shall have the right to assign this Agreement (including all of its rights, titles, benefits, interests, and obligations and duties in this Agreement) to any person or entity (including any affiliates of Alibaba.com). User may not assign, in whole or part, this Agreement to any person or entity.

10.6 If there is any conflict between the English version and another language version of this Agreement, the English version shall prevail. Any non- English language version of this Agreement is provided for reference purposes only.

Alibaba.com AM's Terms and Conditions

Version: April 20, 2023

These terms and conditions (these "Terms") govern the AM Services (as defined below) offered to the VAS Member (as defined below) by the Service Provider (as defined below) in relation to their account on the Alibaba.com's international website (URL: <http://www.alibaba.com>, the "Alibaba.com Website").

DEFINITIONS

"Account Diagnosis Services" have the meaning ascribed to in Clause 2 herein.

"Affiliates" means in relation to Alibaba.com, any other enterprise, corporation, partnership, trust or entity which directly or indirectly controls, is controlled by or is under common control with it.

"AM Services" any of the Account Diagnosis Services, Monthly Report Services, Live Training Services, Recorded Courses Services, Customer Care Services (as applicable) and/or other value added services included in the relevant Value Added Services Package.

"Customer Care Services" have the meaning ascribed to in Clause 6 herein.

"keyword" means the letters, words, numbers, and symbols that are specified by the VAS Member (as may be limited by the setting specifications of any keyword advertising software).

"Live Training Services" have the meaning ascribed to in Clause 4 herein.

"Minisite" means the virtual online store of the VAS Member on the Alibaba.com Website.

"Monthly Report Services" have the meaning ascribed to in Clause 3 herein.

"Promoted Information" means all text, pictures, links, videos (if applicable), and other forms of information that are displayed, including the products or services included in the information and the content on the pages linked to such information.

"Purchase Order" means the subscription agreement entered into by the VAS Member and Alibaba.com for the purchase of the Value Added Services Package and any value added services (if applicable).

"Recorded Courses Services" have the meaning ascribed to in Clause 5 herein.

"Service Provider" Alibaba.com Singapore E-Commerce Private Limited if you are outside of India and Malaysia, by Alibaba.com India E-Commerce Private Limited if you are from India and by Alibaba Commerce Services (Malaysia) Sdn. Bhd. if you are located in Malaysia (each Alibaba contracting entity being referred to as "Alibaba.com").

"Value Added Services Package" means the AM Service GPC value added services package for value added services and assistance of the Alibaba.com Website.

"VAS Member" means any corporate entity, partnership firm and other business entity which successfully subscribed for the Value Added Services Package pursuant to a Purchase Order.

1. ACCEPTANCE

The VAS Member agrees and accepts that, in addition to these Terms, its application and use of AM Services is bound by any and all of the rules, policies, privacy policy and terms of use of the Alibaba.com's Website available on the Alibaba.com Website, and The ALIBABA.COM GOLD SUPPLIERTM AND VALUE ADDED SERVICES AGREEMENT.

2. ACCOUNT DIAGNOSIS SERVICES

The Account Diagnosis Services are supporting services with the aim of providing analytics data to the VAS Member for periodic profile assessment to identify critical issues and optimization areas, evaluate achieved results on both organic and paid activities, conduct analytics checks and updates and proactive communication on new developments and future platform opportunities (the "Account Diagnosis Services"). During the Service Period, the Account Diagnosis Services will be provided once on a monthly basis.

3. MONTHLY REPORT SERVICES

The Monthly Report Services are the supporting services provided with the aim of assessing the VAS Member Minisite performance and supplying the VAS Member with monthly reports on the most important Minisite's key performance indicators, such as star rating, conversation rate, active buyers and store response time. For the avoidance of doubt, any Monthly Report Services provided by Alibaba.com shall not involve the provision of any product related information (including but not limited to images, videos, caption, description, nature, qualifications etc.), prohibited or restricted products related information, product posting and minisite decoration related information, any traffic related products or the conducting of any marketing or promotional events (the "Monthly Report Services"). During the Service Period, the Monthly Report Services will be provided once on a monthly basis.

4. LIVE TRAINING SERVICES

The Live Training Services are the supporting live trainings and may include topics in relation to Minisite Decoration & Optimization, Key Word Advertising Management & Optimization and Inquiry Conversion Skills, which may from time to time be updated, modified and /or suspended at the sole discretion of Alibaba.com (the "Live Training Services"). During the Service Period, the Live Training Services will be provided for a total of 3 times.

5. RECORDED COURSES SERVICES

The Recorded Courses Services are the supporting recorded courses accessed by the VAS Member on the Site and may include topics in relation to How to set up on Alibaba, How to Post Attractive Products GGS Product Growth System, Industry Trending Products Collection, Get More Traffic-Showcases, Get More Traffic-Star Rating, Request for quotation (RFQ) – Basis, Request for quotation (RFQ)- Advanced, Get to Know Analytics Tools, Inquiry Management, Buyer Analysis, which may from time to time be updated, modified and/or suspended at the sole discretion of Alibaba.com (the "Recorded Courses Services"). During the Service Period, the Recorded Courses Services will be provided for a total of 6 months.

6. CUSTOMER CARE SERVICES

The Customer Care Services are the supporting services with the aim of providing Mini-Account Diagnosis and optimization advices upon requests. For the avoidance of doubt, any Customer Care Services provided by Alibaba.com shall not involve the provision of any product related information (including but not limited to images, videos, caption, description, nature, qualifications etc.), prohibited or restricted products related information, product posting and minisite decoration related information, any traffic related products or the conducting of any marketing or promotional events (the "Customer Care Services"). During the Service Period, the Customer Care Services will be provided for 3 months.

7. ELIGIBILITY

VAS Member's eligibility to sign up for AM Services is conditioned upon its fulfilment of all of the following conditions: (i) it is registered as a VAS Member on the Alibaba.com Website; and (ii) it has clicked and/or agreed to all the terms and conditions of these Terms.

8. SERVICE AND PAYMENT TERMS

(i) The fees for each of the AM Services (if any) are already covered under the Value Added Services Package as sold on the Alibaba.com Website.

(ii) The Service Provider has no commitment or obligation to fulfill these Terms until full payment of the AM Services (if any) or the Value Added Services Package (as applicable) has been completely made by the VAS Member as confirmed by Alibaba.com and the VAS Member has passed the authentication and verification processes as stipulated by Alibaba.com.

9. SERVICE PROVIDER'S RIGHTS AND OBLIGATIONS

Notwithstanding other conditions in these Terms, upon the successful subscription to the relevant Value Added Services Package by the VAS Member, the Service Provider shall provide applicable AM Services included in such Value Added Services Package.

In no event shall the Service Provider be required to provide any manual services related, directly or indirectly to, (i) publishing of or responding to any queries related to product information (including but not limited to images, videos, caption, description, nature, qualifications etc.); (ii) editing or improving any processes for the VAS Member; (iii) posting of any products; (iv) enhancing any products or landing pages for the VAS Member; (v) conducting any Minisite decoration; (vi) conducting any SEO optimization; (vii) providing any advice on customs, legal or tax related matters; (viii) editing, subscribing, recommending, selecting, enhancing, promoting or interfering with, by any manual means, any product information, keywords, prohibited or restricted products (including but not limited to any managing any showcases or traffic related products and services, and/or manage or conduct any marketing or promotional activities). The limited and restricted scope of services may be amended from time to time by the Service Provider in accordance to Alibaba.com's platform rules or any applicable laws.

10. VAS MEMBER'S RIGHTS AND OBLIGATIONS

- (i) Notwithstanding other conditions in these Terms, once the VAS Member will have passed Alibaba.com's business verification procedure, the VAS Member shall:
- authorize the Service Provider to utilize its software and other automated tools to provide the AM Services;
 - send and provide all necessary information, materials, documentation, photos, Promoted Information, past records, statistical reports and requirements and render all reasonable assistance and cooperation necessary for the Service Provider's provision of the AM Services. If the VAS Member's failure to do so results in delay in the provision of any AM Services, the Service Provider shall not be obliged to be liable for any loss or damages arising from such delay;
 - be solely responsible for (i) all decision making on which of the recommended keyword(s) or key products to select for advertising promotions and products showcase, as well as for all advertising targeting decisions; (ii) all decision making on advertising promotions' budget; (iii) replying to requests for quotations and quotation inquiries, and (iv) all decision making on online tradeshows to take part in;
 - ensure that it has the right, license or relevant authority to subscribe for the AM Services and sell the products listed in the Promoted Information;
 - conduct all activities on the Alibaba.com Website in accordance with all applicable laws and regulations and commonly accepted commercial practices;
 - conduct its business affairs with integrity and in an ethical manner; and
 - click and confirm in its account on the Alibaba.com Website upon the satisfactory completion of the AM Services.
- (ii) VAS Member agrees and undertakes that:
- it will not copy, reproduce, exploit or expropriate the Service Provider's or other third party's various proprietary directories, databases and listings without authorization;
 - it will not carry on activities on Alibaba.com Website that are not in compliance with any laws and regulations;
 - it will not submit or provide any information to the Service Provider that directly or indirectly infringes the intellectual property rights of any third party;
 - it will use up the AM Services within the Service Period set forth in the Purchase Order; and
 - the commercial or sales effect of any AM Service provided by the Service Provider is not guaranteed under any circumstances.

11. VAS MEMBER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

The VAS Member represents, warrants and covenants (as applicable) to the Service Provider that each of the statements contained in this Clause 11 is true, accurate, complete and not misleading in all respects and will continue to be so until the cessation of use of AM Services:

- any and all information and content provided to the Service Provider (whether by itself or through a representative (including but not limited to an agent or reseller of the VAS Member)), pursuant to the application for and use of AM Services is true, accurate, complete, lawful and valid;
- it has and will continue to, at all times during its use of AM Services, abide by these Terms and all relevant rules published on the Alibaba.com Website;
- the use of the AM services complies or will comply with any and all applicable laws and regulations in any applicable jurisdiction; and
- all information, materials and contents provided to the Service Provider do not contain information that is (a) discriminatory or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; and (b) defamatory, libelous, threatening or harassing, obscene or sexually explicit or harmful to minors.

12. DISCLAIMER OF WARRANTIES AND LIABILITIES

Except as expressly provided in these Terms and to the maximum extent permitted by law, the Service Provider or any of its Affiliates makes no warranty, express or implied, oral or in writing, with respect to the AM Services, and expressly disclaims the warranties or conditions of non-infringement, merchantability and fitness for any particular purpose.

13. TERM

These Terms shall come into effect from the date the Value Added Services Package is subscribed for until the expiry of the Service Period set forth in the Purchase Order unless terminated according to Clause 14 below.

14. TERMINATION OF SERVICES

A party shall be entitled to suspend or terminate the AM Services immediately in the event of the following:

- the other party breaches of any relevant agreements entered into with Alibaba.com or any material term or condition of these Terms, and fails to cure such breach within thirty (30) days after written notice;
- the other party infringes the intellectual property rights of third parties in any content of Promoted Information that is displayed;
- the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or
- the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within thirty (30) days of filing.

15. AMENDMENTS AND CESSATION

- The Service Provider reserves the right to amend these Terms at any time by providing no less than 7 days' notice to the VAS Member ("Notice Period"). The amended and restated Terms shall be effective immediately after the Notice Period. After posting of the amended and restated Terms, the VAS Member's continued use of AM Services shall be deemed as its acceptance of the amended and restated Terms.
- The Service Provider reserves the right to temporarily or permanently change, upgrade, modify, limit, suspend, or cease the provision of AM Services or any of its related functionalities or applications at any time.

16. GENERAL RULES

- If the contracting Alibaba entity is Alibaba Malaysia, this Agreement shall be governed by the laws of Malaysia without regard to its conflict of law provisions, and parties to this Agreement hereby submit to the exclusive jurisdiction of the courts of Malaysia. If the contracting Alibaba entity is Alibaba Singapore or Alibaba India, this Agreement shall be governed by the laws of the Hong Kong Special Administrative Region ("Hong Kong") without regard to its conflict of law provisions. The parties to this Agreement hereby submit to the exclusive jurisdiction of the courts of Hong Kong.
- None of the parties shall be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, system failure, war, and riot.
- If any provision of these Terms is held to be unenforceable for any reason, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the maximum extent possible. In any event, all other provisions of these Terms shall be deemed valid and enforceable to the full extent possible.
- The relationship between the parties is that of independent contracting parties. Nothing in these Terms shall constitute or be deemed to constitute a relationship of joint venture, partnership, franchise or similar arrangement between the parties.
- If any provision of these Terms is held to be unenforceable for any reason, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the maximum extent possible. In any event, all other provisions of these Terms shall be deemed valid and enforceable to the full extent possible.
- If there is any conflict between the English version and another language version of these Terms, the English version shall prevail. Any non-English language version of these Terms is provided for reference purposes only.
- Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

Alibaba.com Dream Trip TRAINING SERVICES AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY

Version: 14 August 2023

1. Acceptance of Terms

1.1 WELCOME TO ALIBABA.COM. This Alibaba.com Dream Trip Training Services Agreement (this "Agreement") governs "Alibaba.com Dream Trip" training services packages ("Training Services Package" or "Services") offered to you ("you" or "User") by Alibaba.com (as defined below) through the web site identified by the uniform resource locator www.alibaba.com (the "Website"). If you are outside of India and Malaysia, you are contracting with Alibaba.com Singapore E-Commerce Private Limited ("Alibaba Singapore") under this Agreement. If you are from India, you are contracting with Alibaba.com India E-Commerce Private Limited ("Alibaba India"). If you are located in Malaysia, you are contracting with Alibaba Commerce Services (Malaysia) Sdn. Bhd. ("Alibaba Malaysia"). The contracting Alibaba entity shall be referred to as "Alibaba.com". BY SUBMITTING YOUR APPLICATION OR SERVICE ORDER OR MAKING ANY PAYMENT FOR ANY SERVICES WHETHER ONLINE VIA THE SITE OR OFFLINE OR VIA OUR AUTHORIZED SALES AGENT, OUR AUTHORISED RESELLER, OR OUR AUTHORIZED CHANNEL PARTNER, YOU INDICATE YOUR AGREEMENT TO BE BOUND BY THIS AGREEMENT.

1.2 This Agreement applies to all Services and governs all applications or service orders for the Services (each referred to as a "Service Order"). In case of any conflict between the terms of this Agreement and those of a Service Order, the terms of the Service Order shall prevail.

1.3 This Agreement will take effect on the date when you have paid the total service fees in full under the Service Order.

1.4 Alibaba.com may amend this Agreement at any time by posting the amended and restated Agreement on the Site. The amended and restated Agreement shall be effective immediately upon posting. After posting by Alibaba.com of the amended and restated Agreement, your continued use of the Services shall be deemed to be acceptance of the amended terms. This Agreement may not otherwise be modified except in writing by an authorized officer of Alibaba.com.

1.5 The Services are provided subject to the Terms of Use Agreement, and all rules and policies of the Website (including without limitation the Privacy Policy, Product Listing Policy and any rules and/or policies) each published on the Site and as may be revised from time to time (collectively, the "Website Terms"). The training services included in the Training Services Packages are also subject to the relevant terms and conditions which are attached to this Agreement. You hereby agree to comply with all such terms at all time.

1.6 As some or part of the Services may be supported and provided by affiliates of Alibaba.com, Alibaba.com may delegate some of the Services to its affiliates who you agree may invoice you for their part of the Services.

1.7 If you are located in Malaysia, you agree to use those logistics and related settlement and other financial products as may be offered by Alibaba.com (and its affiliates), which may be governed by separate terms and conditions applicable to Malaysian members only.

2. Services

2.1 Training Service Package

The Training Services Package will be an onsite 4-day training held at Alibaba.com's designated locations in Hangzhou, China and has the following core features (which may be modified or suspended for scheduled or unscheduled maintenance purposes, from time to time at the sole discretion of Alibaba.com upon notification):

- (a) **Training Guide** – are the supporting services provided in class reminder, course playback, class organization and certificate issuance.
- (b) **Opening Ceremony** – the ceremony covers a welcome speech, ice breaking activities and team building activities.
- (c) **Main Courses** - Mind Open Courses, Business Strategic Courses, Mind Upgrading Courses, Business Strategy Course, Business Strategic Sharing Courses, Brainstorming Courses, Strategy Implementation Course, Alibaba.com Solutions Courses.
- (d) **Touring and Experiencing** – covers a tour of Alibaba.com's Xixi and Bin Jiang campus, a tour of Tiji Zen Center with experiencing of Zen culture, Taiji, calligraphy and/or interactive activities.
- (e) **Closing Ceremony** – the ceremony covers issuance of certificates of participating and completing the Training Services Package.

2.2 General provisions on the Services

2.2.1 Alibaba.com reserves the right to change, upgrade, modify, limit or suspend any Service or any of its related functionalities or applications at any time temporarily or permanently without prior notice. Alibaba.com further reserves the right to introduce new features, functionalities or applications to the Services or to future versions of the Services. All new features, functionalities, applications, modifications, upgrades and alterations shall be governed by this Agreement, unless otherwise stated by Alibaba.com, and in particular:

- (a) in the event that Alibaba.com decides, at its sole discretion, to upgrade or modify the Services in a particular country, upon reasonable notice to affected Users of the above, Alibaba.com may convert any unused credit or amount in the relevant Services account of the affected User to corresponding credits in the upgraded or modified Services offering, at such rate to be determined by Alibaba.com; and/or
- (b) in the event that Alibaba.com decides, at its sole discretion, to terminate or discontinue a Service permanently in a country, Alibaba.com may upon reasonable notice to affected Users, refund the affected Users any unused amount or pro-rated amount (as the case may be) of any fees paid by such Users for unused Training Services Package as at the Training Services Package termination date based on the records of the Training Services Packages account held by Alibaba.com, at such exchange rate utilized by Alibaba.com as at the relevant date in the event of any currency conversion (if applicable), less any applicable bank fees or charges.

2.2.2 The Services are offered only to business or corporate entities (e.g. corporations, limited liability companies, partnership, sole proprietors, etc.) that are capable of having a business name and business address.

2.2.3 The Services shall not be available to a business entity (i) incorporated or organized under the laws of the mainland China, Hong Kong, Macau or Taiwan or (ii) whose contact details (e.g., telephone or facsimile number or business address) posted on the Website are within the mainland China, Hong Kong, Macau or Taiwan. Alibaba.com may suspend or terminate the Services to such entity without notice. Entities which are deemed as "offshore entities" will not be eligible to subscribe for the Services pursuant to the terms and conditions of this Agreement. For purposes of this Agreement, "offshore entities" shall refer to entities which are either (a) registered or incorporated outside the country in which it has its main offices and operations, or (b) entities which are registered or incorporated outside the country where its principal shareholders reside. Notwithstanding the aforementioned, Alibaba.com shall reserve the sole discretion to determine whether a potential subscriber would be deemed as an "offshore entity" for purposes of this Agreement. Alibaba.com shall be entitled to terminate this Agreement pursuant to Clause 7 of this Agreement and will refund the service fees in accordance with our established practices, provided, however that Alibaba.com shall have the right to deduct any applicable charges, levies, costs and expenses that may be incurred in connection with or arising from such refund.

2.2.4 You shall keep confidentiality and proper custody of your User ID and Password of the account assigned to you in connection with your use of the Services (the "Account"). A set of User ID and Password is unique to a single Account. You agree that you shall be solely responsible for any use of your Account (including without limitation publishing of any information and materials, accepting any online rules and agreements, subscribing for or purchasing any service or product online) and any use of your Account will be deemed by Alibaba.com as having been fully authorized by you. You shall not share with, assign to or permit a third party to use your Account, User ID or Password (collectively, "multiple use"). You acknowledge that multiple use of its Account with any third party may cause irreparable harm to Alibaba.com or other users of the Website, and agree to indemnify Alibaba.com and its affiliates against any loss or damages suffered by Alibaba.com and its affiliates as a result of multiple use of its Account. If you fail to take necessary measures to maintain the security of the Account or to prevent the risks of unauthorized access, Alibaba.com shall have the right to suspend the provision of the Services or terminate this Agreement without any refund or other compensation to you.

2.2.5 Alibaba.com shall have the right, but shall not be obliged, to monitor or examine any information and materials including any website link that Member publishes or submits to Alibaba.com for publishing on the Website (the "User Materials"). Publishing of User Materials shall by no means mean that Alibaba.com has endorsed or otherwise certifies the contents of such User Materials. Member shall be solely responsible for the contents of its User Materials.

2.2.6 If any activities of User on the Website or any User Materials (including material accessible through a link in the User Materials), in Alibaba.com's reasonable opinion, are in violation of any applicable laws and regulations or a third party's legitimate rights (including without limitation intellectual property rights), the terms of this Agreement or the Website Terms or may otherwise subject Alibaba.com or its affiliates to liability, Alibaba.com may, at its option, delete, remove or modify such User Material or any part thereof and/or limit or suspend the provision of the Services or any part thereof (including without limitation limiting the number or types of product listings that the User can publish on the Website for such duration as Alibaba.com may in its sole discretion consider appropriate).

2.2.7 Alibaba.com reserves the right to cooperate fully with governmental authorities, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing. Further, Alibaba.com may disclose User's identity and contact information, if requested by a government or law enforcement body, an injured third party, or as a result of a subpoena or other legal action. Alibaba.com shall not be liable for damages or results thereof, and User agrees not to bring any action or claim against Alibaba.com for such disclosure. In connection with any of the foregoing, Alibaba.com may suspend or terminate User's Account as Alibaba.com deems appropriate at its sole discretion. Alibaba.com shall have the right to publish the records relating to handling of complaints against User, breaches by User or termination of this Agreement on the Website.

2.2.8 User hereby grants to Alibaba.com a non-exclusive, royalty-free, sub-licensable, worldwide, transferable license to (a) display, publish or transmit all or part of the User Materials or any adaptations thereof, (b) link, copy, store, adapt, translate or make other reasonable use of all or part of the User Materials or any adaptations thereof, necessary to provide the Services in any medium known now and in the future.

2.2.9 User authorizes Alibaba.com (Alibaba.com however has no obligation) to, directly or indirectly, in such form and at such time and conditions at Alibaba.com's sole discretion, promote, on behalf of User, any User Materials. To the extent that Alibaba.com does not materially modify such Materials, User agrees and undertakes that it shall be solely responsible for, and shall keep Alibaba.com fully indemnified against any action, liability, claim, loss, damage and expense (including legal cost) arising from or related to such Materials.

2.2.10 Alibaba.com reserves the right to improve or update the Services at any time, including improvement to or upgrade of the company and product classifications, ranking etc.

3. Service Period

- 3.1 The Training Services Package shall be activated once you have paid the total services fees in full under the Service Order.
- 3.2 This Agreement will expire on the day when all the Service Periods expire unless early terminated according to the terms of this Agreement.

4. Fees and Payment

4.1 In consideration of Alibaba.com's agreement to process the application and to provide the Services, you agree to pay Alibaba.com (or its relevant affiliate and/or authorized sales agent, authorized resellers, or authorized channel partners) the Service fees. All Services fees shall be payable in advance to Alibaba.com or its affiliate or authorized agent, authorized reseller, or authorized channel partner by wire transfer, credit card, third-party payment system (including but not limited to PayPal) or such other method acceptable to Alibaba.com, in MYR, US Dollars or its equivalent in such other currency as permitted by Alibaba.com. All payments made for Services are non-refundable unless otherwise provided in this Agreement.

4.2 Services fees are exclusive of any taxes, duties or other governmental levies or any financial charges. You agree to pay and be responsible for any such taxes, duties, levies or charges on the sale and use of the Services in addition to our Services fees. In the event Alibaba.com is required by any applicable law to collect any taxes or duties, you agree to pay such taxes or duties to Alibaba.com.

4.3 Alibaba.com reserves the right to modify its pricing structure, discounts and payment conditions from time to time at its sole discretion.

4.4 In respect of Training Services and in addition to the provisions of Clause 4.1 and 4.2:

4.4.1 The expenses in relation to accommodation, traffic and meals after checking in the hotels designated by Alibaba.com and before the Closing Ceremony are included in the Service fees. Any other travelling expenses (including but not limited to airline tickets purchase fees, visa fees, etc.) except for the above-mentioned in no circumstances shall be borne by Alibaba.com.

4.4.2 Alibaba.com reserves the right to reschedule or cancel of the Training Services ten (10) days prior to the originally scheduled date. In case of rescheduling or canceling, Alibaba.com shall make a notification to you of the rescheduling or canceling arrangements and Alibaba.com shall not be obligated to bear any travelling expenses, costs and/or damages incurred by you (including but not limited to airline tickets purchase fees, hotel accommodation expenses, visa fees, etc.). In the event of cancelling by Alibaba.com, Alibaba.com shall refund the full amount of Fees in respect of the Training Services to you.

4.4.3 You acknowledge that Alibaba.com will only reserve the seat for you of the Training Services upon the Fees are fully paid.

4.4.4 You may request a change in the scheduled date of the Training Services at least fifteen (15) days prior to the scheduled date of the Training Services, provided that you have given sufficient notification to Alibaba.com. In the event that you request a change in the scheduled date of Training Services, Alibaba.com reserves the right to decide if it will arrange for another training services sessions and/or the right to cancel your seat reserved and refund the Fees in respect of the Training Services. Notwithstanding the aforesaid, Alibaba.com shall not be obligated to bear any travelling expenses, costs and/or damages incurred by you (including but not limited to airline tickets purchase fees, hotel accommodation expenses, visa fees, etc.) due to your request of change of date of Training Services and/or due to Alibaba.com's arrangements for rescheduling or cancelling your seat.

4.4.5 You may request cancelling of the Training Services and refund of the Fees in respect of Training Services at least Ten (10) days prior to the scheduled date of the Training Services, provided that Alibaba.com is entitled to deduct administrative charges in an amount of forty percent (40%) of the full amount of the Fees in respect of the Training Services in connection with the Alibaba.com's preparation and arrangement of the Training Services that has been conducted as well as any other applicable charges, levies, costs and expenses that may be incurred in connection with or arising from such refund. The Fees in respect of the Training Services are non-refundable within Ten (10) days (included) prior to the scheduled date of the Training Services.

4.5 In the event of Force Majeure pursuant to Clause 9 of this Agreement, Alibaba.com reserves the right of rescheduling or cancelling of the Training Services; in the event that Alibaba.com decides to cancel the Training Services, Alibaba.com shall refund the full amount of Fees in respect of the Training Services to you. Notwithstanding the aforesaid, Alibaba.com shall not be obligated to bear any travelling expenses, costs and/or damages incurred by you (including but not limited to airline tickets purchase fees, hotel accommodation expenses, visa fees, etc.) due to the Force Majeure.

5. User Responsibilities

5.1 User agrees to provide all necessary information, materials and approval, and render all reasonable assistance and cooperation necessary for Alibaba.com's provision of the Services. If User's failure to provide information necessary for the provision of the Services results in delay in the provision of any Service, Alibaba.com shall not be obliged to extend the relevant service period or liable for any loss or damages arising from such delay.

5.2 User represents, warrants, and undertakes (where applicable) that:

- (a) it has the full power and authority to enter into this Agreement, to grant the license and authorization and to perform its obligations hereunder;
- (b) it will carry on its activities on the Website in compliance with any applicable laws and regulations;

- (c) it will not use the Services to defraud users of the Website or engage in other unlawful activities (including without limitation spamming, allowing another to use its business registration information to subscribe for an Alibaba.com service);
- (d) it has the legitimate right and authorization to sell, distribute or export all products or services it posts on the Website or otherwise referred to in its User Materials;
- (e) all contents of its User Materials are true, lawful, complete, valid and accurate, and are not false, misleading or deceptive
- (f) it will not impersonate any person or entity, or misrepresent itself or its affiliation with any person or entity;
- (g) it will not post any product or service listing in breach of the Website's Product Listing Policy, and its User Materials or any product or service referred to in its User Materials do not infringe or otherwise abet or encourage the infringement or violation of any third party's copyright, patent, trademarks, trade secret or other proprietary right, rights of publicity and privacy or other legitimate rights; referred to in its User Materials do not infringe or otherwise abet or encourage the infringement or violation of any third party's copyright, patent, trademarks, trade secret or other proprietary right, rights of publicity and privacy or other legitimate rights;
- (h) its User Materials do not contain information that is defamatory, libelous, threatening or harassing, obscene or sexually explicit or harmful to minors;
- (i) its User Materials do not contain information that is discriminatory or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

5.3 User agrees and undertakes that it will not:

- (a) copy, reproduce, exploit or expropriate Alibaba.com's various proprietary directories, databases and listings;
- (b) use or distribute any computer viruses or other destructive devices and codes that may harm, interfere with, intercept or expropriate any software;
- (c) gain or attempt to gain authorized access to the computer systems or networks used by Alibaba.com and/or any user of the Website or engage in any other activities that may harm the integrity of such computer systems or networks;
- (d) take any action which may undermine the integrity of Alibaba.com's feedback system, such as leaving positive feedback for himself using secondary User IDs or through third parties or by leaving unsubstantiated negative feedback for another User.

5.4 With regards to information about or posted on behalf of any business referee, User represents and warrants that it has obtained all necessary consents, approvals and waivers from its business partners and associates (a) to act as its business referee; (b) to post and publish their contact details and information, reference letters and comments on their behalf; and (c) that third parties may contact such business referees to support claims or statements made about User.

5.5 User shall conduct all activities on the Website in accordance with all applicable laws and regulations and commonly accepted commercial practices. User shall also conduct its business affairs with integrity and in an ethical manner.

5.6 User acknowledges and agrees that Alibaba.com shall not be responsible, and shall have no liability to it or anyone else for any content of the User Materials or materials posted by third parties.

5.7 User shall be solely liable for its business name submitted. In case Alibaba.com receives any complaint or claim against User in respect of its business name, unless User changes to a new business name which has also passed the business verification procedures, Alibaba.com shall have the right to suspend or terminate User's Account immediately.

5.8 User agrees to indemnify Alibaba.com and its affiliates and their employees, agents and representatives and to hold them harmless, from any and all losses, damages, actions, claims and liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, from its User Materials or use of the Services or from User's breach of this Agreement, the Website Terms (including claims arising from User's business name), the terms and conditions relating to the training services contained in the Training Services Packages attached to this Agreement and from claims of third parties. Alibaba.com reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by User, in which event User shall cooperate with Alibaba.com in asserting any available defenses.

6. Limitation of Liability

6.1 Alibaba.com represents and warrants that it will provide the Services with reasonable care and skill. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE FULL EXTENT PERMITTED BY LAW THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ALIBABA.COM HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF CONDITION, QUALITY, DURABILITY, PERFORMANCE, ACCURACY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED. IF ALIBABA.COM BREACHES THE WARRANTY HEREUNDER, ALIBABA.COM SHALL RE-PERFORM THE AFFECTED PART OF THE SERVICES. TO THE FULL EXTENT PERMITTED BY LAW, THE REMEDY UNDER THIS CLAUSE 6.1 SHALL BE USER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ALIBABA.COM'S WARRANTIES UNDER THIS AGREEMENT.

6.2 TO THE FULL EXTENT PERMITTED BY LAW, ALIBABA.COM SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITIES OR LOSS OF DATA, WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE, ARISING FROM THE USE OR INABILITY TO USE OF THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE.

6.3 User agrees not to hold Alibaba.com responsible for third parties' content, actions or inactions. If User uses third parties' services, software or products in connection with the Services, User further agrees not to hold Alibaba.com responsible for such third parties' services, software or products.

6.4 Any material downloaded or otherwise obtained through the use of the Services is done at User's sole discretion and risk and User is solely responsible for any damage to its computer system or loss of data that may result from the download of any such material. No advice or information, whether oral or written, obtained by User from Alibaba.com or through or from the Services shall create any warranty not expressly stated in this Agreement.

6.5 Notwithstanding any of the foregoing provisions, the aggregate liability of Alibaba.com and its affiliates and their employees, agents and representatives or anyone acting on their behalf, with respect to User for all claims arising from the use of the Services or the Website shall not exceed the amount of the Services fees that User pays to Alibaba.com during the current service period for the Services. The preceding sentence shall not preclude the requirement by User to prove actual damages. All claims arising from the use of the Services must be filed within one (1) year from the date the cause of action arose.

7. Termination

7.1 If any of the following circumstances occurs, Alibaba.com shall have the right to terminate the Agreement immediately at such time deemed appropriate by Alibaba.com acting in its sole discretion upon written notice to User and to forfeit the service fees for any unused Services without liability:

- (a) Alibaba.com has reasonable grounds to believe that User uses Services for any fraudulent or other unlawful purpose or that User has submitted unlawful, fraudulent or misleading information during the business verification process or any time during the use of the Services;
- (b) upon complaint or claim from any third party, Alibaba.com has reasonable grounds to believe that User has willfully or materially breached its contract with the third party complainant, including without limitation where User has failed to deliver the products ordered by the complainant after receipt of the purchase price, or where User has failed to make payment to the complainant after receipt of the products delivered by the complainant, or where User has delivered the products that fail to materially meet the terms and descriptions outlined in User Materials;
- (c) Alibaba.com has reasonable grounds to believe that User is involved in the production or sale of any inferior goods or any goods which infringe any intellectual property rights or other legitimate rights of any third party;
- (d) User assigns or transfers part or all of its rights and obligations under this Agreement to a third party (including multiple use of its Account) without Alibaba.com's prior written consent;
- (e) User sells any business information related to buyers and/or their buy leads/enquiries which are obtained by User as a result of use of the Services without Alibaba.com's prior written consent;
- (f) User is involved in any scheme or activities to undermine the integrity or normal operation of the computer systems or networks of the Website (including gaining unauthorized access to the systems of the Website, stealing, modifying or deleting the information of other members of the Website without authorization);
- (g) User is in breach of any of its representations, warranties and undertakings in clause 5;
- (h) User has failed to rectify any breach of this Agreement other than those under para (a)-(g) hereof within 10 working days of being notified by Alibaba.com of such breach;
- (i) User has committed breaches other than those under para (a)-(g) hereof for 3 or more times;
- (j) User ceases to conduct its operations, is insolvent or wound up, or becomes the subject of any voluntary or involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors or similar proceeding; or
- (k) User and/or its director(s), officer(s) or controlling party/ies became, or Alibaba.com has reason to believe that User and/or its director(s), officer(s) or controlling party/ies will become, an entity or person that is subject to any economic or trade sanctions of any governmental, international or regulatory entities, provided that should Alibaba.com exercise its right of termination under this Clause 8.1 (k), Alibaba.com may, at its sole discretion (but not as an obligation), refund to User within 90 days part or all of the fees for any unused Services for the remainder of the Service Period after the termination date; or
- (l) where applicable, the User – even in case the Services have been activated by the latter – does not intend to complete Alibaba.com's A&V and/or willfully delays such A&V without providing Alibaba.com with a justifiable reason for doing so.

7.2 User may also terminate the Agreement with immediate effect upon written notice to Alibaba.com. Under such instances:

- (a) In case the User purchasing the Training Services Packages is already a Member which has successfully completed the A&V, in case the Value Added Services Packages **have already been activated** at the time of termination, Alibaba.com has the right to not refund the Training Services Packages fees.

7.3 If the Agreement is terminated under clause 7.1 and other provisions of this Agreement, Alibaba.com shall have the right to refuse any and all current or future use by User of the Services or any other services that may be provided by Alibaba.com. Furthermore, Alibaba.com shall have the right to refuse any renewal or extension of the relevant Service Period if any of the scenario described in Clause 7.1(k) occurred.

7.4 In the event that Alibaba.com does not receive full payment of Service fees for whatsoever reason, such User's subscription shall be terminated immediately without further notification from Alibaba.com. Access to the Service shall be denied upon such termination.

7.5 Notwithstanding any of the foregoing provision of this Clause 7, Alibaba.com may at any time with fourteen (14) calendar days prior written notice for convenience terminate this Agreement without reason. Such termination shall be without prejudice to all rights and obligations incurred by User and Alibaba.com on and prior to the termination date. Alibaba.com shall at its sole discretion refund within ninety (90) days to Training Services Package the pro-rated amount of any fees received from User for unused Training Services Package subject to Clause 4 of this Agreement.

7.6 It is the sole obligation of User to keep Alibaba.com informed of a valid and legally permissible account for receiving any funds payable to it under this Agreement. Alibaba.com shall not be responsible for any delay or failure of receipt of funds by User arising out of incomplete or inaccurate information provided by User and Alibaba.com shall only use its reasonable commercial efforts to contact User in respect of any such delay or failure.

8. Force Majeure

8.1 Under no circumstances shall Alibaba.com be held liable for any delay or failure or disruption of the Services resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including without limitation, acts of God, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, terrorism, war, epidemic, governmental actions (including but not limited to prophylactic measures, epidemic controls), orders of domestic or foreign courts or tribunals.

9. General Provisions

- 9.1 If the contracting Alibaba entity is Alibaba Malaysia, this Agreement shall be governed by the laws of Malaysia without regard to its conflict of law provisions, and parties to this Agreement hereby submit to the exclusive jurisdiction of the courts of Malaysia. If the contracting Alibaba entity is Alibaba Singapore or Alibaba India, this Agreement shall be governed by the laws of the Hong Kong Special Administrative Region ("**Hong Kong**") without regard to its conflict of law provisions. The parties to this Agreement hereby submit to the exclusive jurisdiction of the courts of Hong Kong.
- 9.2 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
- 9.3 Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.
- 9.4 Any failure by Alibaba.com to exercise any of its rights under this Agreement shall not constitute a waiver of such right or a waiver with respect to subsequent or similar breach. A waiver shall be effective only if made in writing.
- 9.5 Alibaba.com shall have the right to assign this Agreement (including all of its rights, titles, benefits, interests, and obligations and duties in this Agreement) to any person or entity (including any affiliates of Alibaba.com). User may not assign, in whole or part, this Agreement to any person or entity.
- 9.6 If there is any conflict between the English version and another language version of this Agreement, the English version shall prevail. Any non-English language version of this Agreement is provided for reference purposes only.

Terms and Conditions of Third-Party Value Added Services

Version: 7 July 2022

These terms and conditions (these "**Terms**") govern Third-Party Value Added Services (as defined below) offered to the VAS Member (as defined below) by the Service Provider (as defined below) in relation to their account on the Alibaba.com's international website (URL: <http://www.alibaba.com>, the "**Alibaba.com Website**").

DEFINITIONS

"**Alibaba.com**" means Alibaba.com Singapore E-Commerce Private Limited.

"**keyword**" means the letters, words, numbers, and symbols that are specified by the VAS Member (as may be limited by the setting specifications of any keyword advertising software).

"**Minisite**" means the virtual online store of the VAS Member on the Alibaba.com Website.

"**Minisite Decoration Services**" have the meaning ascribed to in Clause 4 herein.

"**Minisite Updating Services**" have the meaning ascribed to in Clause 5 herein.

"**Product Posting Services**" have the meaning ascribed to in Clause 2 herein.

"**Product Posting And Optimization Services**" have the meaning ascribed to in Clause 3 herein.

"**Promoted Information**" means all text, pictures, links, videos (if applicable), and other forms of information that are displayed, including the products or services included in the information and the content on the pages linked to such information.

"**Purchase Order**" means the subscription agreement entered into by the VAS Member and Alibaba.com for the purchase of the Value Added Services Package and any value added services (if applicable).

"**SEO Optimization Services**" have the meaning ascribed to in Clause 6 herein.

"**Service Provider**" means the company as specified on the Purchase Order which provides Third-Party Services for the VAS Member.

"**Third-Party Value Added Services**" any of the Minisite Decoration Services, Minisite Updating Services, Product Posting Services, Product Posting And Optimization and/or Services SEO Optimization Services included in the relevant Value Added Services Package.

"**Value Added Services Package**" means the packages for value added services and assistance of the Alibaba.com Website.

"**VAS Member**" means any corporate entity, partnership firm and other business entity which successfully subscribed for the Value Added Service Package pursuant to a Purchase Order.

1. ACCEPTANCE

The VAS Member agrees and accepts that, in addition to these Terms, its application and use of the Third-Party Value Added Services is bound by any and all of the rules, policies, privacy policy and terms of use of the Alibaba.com's Website, available on the Alibaba.com Website, and the terms and conditions governing the Alibaba.com VAS membership.

2. PRODUCT POSTING SERVICES

The product posting services provided by the Service Provider for the VAS Member with the aim of enabling the VAS Member to enhance the management of its product postings on the Minisite (the "**Product Posting Services**") by uploading new product postings on the VAS Member's Minisite.

3. PRODUCT POSTING AND OPTIMIZATION SERVICES

The product posting services provided by the Service Provider for the VAS Member with the aim of enabling the VAS Member to enhance the management of its product postings on the Minisite (the "**Product Posting And Optimization Services**") by uploading new product postings on the VAS Member's Minisite or by optimizing the VAS Member's existing ones.

4. MINISITE DECORATION SERVICES

The minisite decoration services are the website and/or mobile app design, enhancement and optimization services provided by the Service Provider to the VAS Member with the aim of enabling the VAS Member to enhance the display of its Minisite on the Alibaba.com Website and/or mobile app (the "**Minisite Decoration Services**").

5. MINISITE UPDATING SERVICES

The minisite updating services is the website and/or mobile app design, enhancement and optimization service provided by the Service Provider for the VAS Member with the aim of updating the display of the VAS Member's Minisite on the Alibaba.com Website and/or mobile app. The service scope includes product picture, text and color replacement without changing the overall design (the "**Minisite Updating Services**").

6. SEO OPTIMIZATION SERVICES

The search engine optimization services provided by the Service Provider for the VAS Member with the aim of enhancing and optimizing the VAS Member's visibility on the search engine of Alibaba.com Website (the "**SEO Optimization Services**").

7. ELIGIBILITY

VAS Member's eligibility to sign up for the Value Added Services Package is conditioned upon its fulfilment of all of the following conditions: (i) it is registered as a VAS Member on the Alibaba.com Website; and (ii) it has clicked and/or agreed to all the terms and conditions of these Terms.

8. SERVICE AND PAYMENT TERMS

- (i) The fees for the Third-Party Value Services (if any) are already covered under the Value Added Services Package as sold on the Alibaba.com Website.

(ii) The Service Provider has no commitment or obligation to fulfill these Terms until full payment of the Third-Party Value Added Service (if any) or the Value Added Services Package (as applicable) has been completely made by the VAS Member as confirmed by Alibaba.com and the VAS Member has passed the authentication and verification processes as stipulated by Alibaba.com.

9. SERVICE PROVIDER'S RIGHTS AND OBLIGATIONS

Notwithstanding other conditions in these Terms, following the activation of the Third-Party Value Added Services, the Service Provider shall:

- a) **in case Product Posting Services are included in the Value Added Services Package** – provide website and/or mobile app product posting services for the VAS Member on the Alibaba.com Website and/or mobile app, including but not limited to: (i) basic touch-up of no less than one picture per product posting; (ii) organizing the list of keywords, provided that each product posting should contain at least fifteen (15) non repetitive keywords; (iii) depending on the applicable Value Added Services Package, posting a maximum of one hundred (100) products total or two hundred (200) products total, provided that the title of each product posting shall contain at least ninety (90) characters; (iv) post on behalf of each VAS Member an initial number of at least fifteen (15) products on its Minisite, within the first fifteen (15) days upon the activation of its membership account on Alibaba.com International Website; (v) maintain a product quality score of at least 4 (unless otherwise adjusted by Alibaba.com at its sole discretion); (vi) assist VAS Member to complete product categories, parameters, attributes, and transaction information and any other necessary information and (vii) create title based on search engine most relevant keywords and Alibaba.com guidelines. If the VAS Member did not provide all information relating to the products, the Service Provider will propose the information to be included in the product posting (“**Proposed Information**”) based on its knowledge of the industry, which shall be accepted by VAS Member;
- b) **in case Product Posting and Optimization Services are included in the Value Added Services Package** – upload new product postings on the VAS Member’s Minisite or optimize the existing ones and, in particular: (i) basic touch-up of no less than 1 photo per product posting; (ii) organizing the list of keywords, provided that each product posting should contain at least fifteen (15) non repetitive keywords; (iii) posting or optimizing a maximum of fifty (50) products, provided that the title of each product posting shall contain at least ninety (90) characters; (iv) post or optimize on VAS Member’s behalf an initial number of at least fifteen (15) products on its Minisite, within the first fifteen (15) days upon the activation of its membership account on Alibaba.com International Website; (v) maintain a product quality score of at least 4 (unless otherwise adjusted by Alibaba.com at its sole discretion) and (vi) assist VAS Member to complete or optimize the product posting, product categories, parameters, attributes, and transaction information and any other necessary information. If you do not provide all information relating to the products to be posted or optimized, the third-party authorized service provider will propose the information to be included in the product postings based on its knowledge of the industry, which shall be accepted by the VAS Member.
- c) **in case Minisite Decoration Services are included in the Value Added Services Package** – provide website and/or mobile app design, enhancement and optimization services for the Member’s Minisite on the Alibaba.com Website, including but not limited to the following content in its Minisite Decoration Services (the “**Content**”): one (1) full screen creative poster; one (1) shop sign creation; one (1) navigation bar design; one (1) enterprise advantage display section; one (1) product display section; one (1) multi-language section bar. Ensure the Minisite Decoration Services cover the following processes: (i) designing and arranging the layout of the Minisite of the VAS Member (optional); (ii) communicating with the VAS Member or their representative (including but not limited to an agent or reseller of the VAS Member) on the proposed design and making any edits or changes as requested by the VAS Member from time to time; (iii) modifying the template Minisite once within fifteen (15) days after the template is completed based on the negotiation with the VAS Member; (iv) confirming and finalizing the Content, design and layout of the inner page and homepage sections of the Minisite; and (v) launching the Minisite and implementing such designs in accordance with the instructions of VAS Member or their representative (including but not limited to an agent or reseller of the VAS Member);
- d) **in case Minisite Updating Services are included in the Value Added Services Package** – updating the website and/or mobile app design, enhancement and optimization for the VAS Member’s Minisite on the Alibaba.com Website, including updating the Content. Ensure the Minisite Updating Services cover the following process: (i) communicating with the VAS Member or their representative (including but not limited to an agent or reseller of the VAS Member) on the requested updates, (ii) confirming and finalizing such updates and (iii) release the Minisite updates in accordance with the instructions of VAS Member or their representative (including but not limited to an agent or reseller of the VAS Member);
- e) **in case SEO Optimization Services are included in the Value Added Services Package** – shall provide enhancing and optimizing services to increase the VAS Member’s visibility on the search engine of Alibaba.com. Ensure the SEO Optimization Services cover the following processes: (i) communicating with VAS Member or its representatives (including but not limited to its agent or reseller) to identify the products postings that might require optimization based on the analysis of the search result positioning of VAS Member’s products and – taking into account best practices and Alibaba.com’s platform updates – the most suitable way the title of its product postings and the related keywords can be optimized and carry out the optimization activities that will be agreed upon; (ii) carrying out the SEO Optimization Services on the English Minisite product postings’ titles; (iii) maintaining a product quality score of at least 4 (unless otherwise adjusted by Alibaba.com at its sole discretion); and (iv) continuously carrying out analysis to assess the search results positioning of your products and Minisite on specific categories and keywords and carrying out the subsequent optimization actions. If VAS Member does not provide all information relating to the products, the third-party authorized service provider will propose the information to be included in the product posting to be optimized based on its knowledge of the industry, which shall be accepted by VAS Member;
- f) ensure that any design, posting, updating, enhancement and optimization activity shall only be based on the information, resources, content, images and materials provided by the VAS Member or their representative (including but not limited to an agent or reseller of the VAS Member) from time to time or from authorized and licensed material databases; not amend or change any information, materials and/or resources provided by the VAS Member or their representative (unless the VAS Member or their representative request the Service Provider to do so) or gathered from licensed material databases by any form or means;
- g) not submit or publish (i) any information in relation to any prohibited products as set out in the product listing rules of Alibaba.com; (ii) any advertisement or marketing information or services irrelevant to the VAS Member’s or their representative’s (including but not limited to an agent or reseller of the VAS Member) instruction; and (iii) any information or services which may contain any logo, brand name or recognition of any third party website (except a link to the official website of the User);
- h) constantly upgrade its business and provide high quality Third-Party Value Added Services to the VAS Member in accordance with its obligations under any purchase order and other performance commitments;
- i) make its Third-Party Value Added Services stable and reliable. The suspension of the Third-Party Value Added Services may not exceed three (3) working days (inclusive) cumulatively for whatever reason, working days to be regarded as those as such in the Country the Service Provider is established in;
- j) register and maintain itself as a user of Alibaba.com, and agree to be bound by any agreement, rules or policy in relation to Alibaba.com as amended from time to time;
- k) provide the Third-Party Value Added Services based on “customer first” principle and in accordance with the timetable as agreed between the VAS Member and the Service Provider from time to time and perform its obligations hereunder in a timely, competent and professional manner, and with all reasonable care and skill to a standard to be reasonably expected from a competent and professional service provider and to the satisfaction of the VAS Member;
- l) be honest and trustworthy, and shall not conduct unfair competition by means of malicious reviews, complaints or price cut, slander or false ordering;
- m) comply with all applicable laws and regulations and any relevant codes and standards, and these Terms and all reasonable instructions and directions of the VAS Member or its representatives, agents and representatives and will maintain any permits, licences and approvals required to perform its obligations hereunder;
- n) ensure at its own costs that sufficient labour, materials, tools, equipment, inspection and supervision are in place for the complete and satisfactory provision of the Third-Party Value Added Services;
- o) ensure that it will not register nor attempt to register any intellectual property rights for any content received, designed, updated, enhanced or optimized, in whole or in part, in the course of providing the Third-Party Value Added Services;
- p) ensure that it and any of its officers, subcontractors, employees or agents possesses the necessary skills, expertise and experience to perform its obligations in respect of the Third-Party Value Added Services in accordance with these Terms;
- q) communicate with the VAS Member or their representative (including but not limited to an agent or reseller of the VAS Member) on all necessary issues, inquiries or other information, material or not, in connection with the provision of Third-Party Value Added Services and promptly respond to the VAS Member’s or their representative’s (including but not limited to an agent or reseller of the VAS Member) questions and enquiries, provide after-sales services with standards satisfactory to the VAS Member and address the VAS Member’s complaints (if any) in a timely manner;
- r) operate based on the principle of good faith and ensure that it will not commit any fraudulent behavior or malicious harassment, intimidation, insults or threats against any VAS Member;
- s) keep all information, materials and content received from the VAS Member or their representative (including but not limited to an agent or reseller of the VAS Member) confidential and use such information, materials and content only for the purpose of providing the Third-Party Value Added Services in accordance with these Terms;
- t) not request, collect, solicit or otherwise obtain access to VAS Member’s accounts, passwords or other authentication credentials on Alibaba.com Website. In the course of providing the Third-Party Services, the Service Provider shall not directly access VAS Member’s accounts by logging in to their accounts using the VAS Member’s authentication credentials.
- u) not present any malfunction, potential dangers or flaw that may threaten any VAS Member or cause damage to any property;
- v) in the event of a technical discrepancy between the website and mobile app versions of the Alibaba.com Website, ensure that the Third-Party Value Added Services shall cover both versions; and
- w) fully cooperate with the VAS Member or their representative (including but not limited to an agent or reseller of the VAS Member) from time to time in performing its obligations under this Agreement.

10. VAS MEMBER'S RIGHTS AND OBLIGATIONS

(iii) Notwithstanding other conditions in these Terms, once the VAS Member will have passed Alibaba.com’s business verification procedures, the VAS Member shall:

- (h) authorize the Service Provider to utilize its software and other automated tools to perform its obligations under the Third-Party Value Added Services;
- (i) send and provide all necessary Promoted Information, past records, statistical report and requirements and render all reasonable assistance and cooperation necessary for the Service Provider’s provision of the Third-Party Value Added Services. If the VAS Member’s failure to do so results in delay in the provision of any Third-Party Value Added Services, the Service Provider shall not be obliged to be liable for any loss or damages arising from such delay;
- (j) be solely responsible for (i) all decision making on the Minisite Decoration Services and Minisite Update Services recommended by the Service Provider and all advertising targeting decisions; (ii) all decision making on products to be posted or optimized under the Product Posting Services or SEO Optimization Services and (iii) all decision making under the Profile Optimization Services and SEO Optimization Services, including on the methods for optimization;
- (k) ensure that it has the right, license or relevant authority to subscribe for the Third-Party Value Added Services and sell and promote the products listed in the Promoted Information;
- (l) conduct all activities on the Alibaba.com Website in accordance with all applicable laws and regulations and commonly accepted commercial practices;
- (m) conduct its business affairs with integrity and in an ethical manner; and
- (n) click and confirm in its account on the Alibaba.com Website upon the satisfactory completion of the Third-Party Services.

(iv) VAS Member further agrees and undertakes that:

- (f) it will not copy, reproduce, exploit or expropriate the Service Provider’s or other third party’s various proprietary directories, databases and listings without authorization;
- (g) it will not carry on activities on Alibaba.com Website that are not in compliance with any laws and regulations;
- (h) it will not submit or provide any information to the Service Provider that directly or indirectly infringes the intellectual property rights of any third party;
- (i) it will redeem the Third-Party Value Added Services within 365 days of the date of the Purchase Order;
- (j) the commercial or sales effect of Third-Party Value Added Services provided by the Service Provider is not guaranteed under any circumstances.

11. VAS MEMBER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

The VAS Member represents, warrants and covenants (as applicable) to the Service Provider that each of the statements contained in this Clause 11 is true, accurate, complete and not misleading in all respects and will continue to be so until the cessation of use of Third-Party Value Added Services:

- (v) any and all information and content provided to the Service Provider, pursuant to the application for and use of the Third-Party Value Added Services is true, accurate, complete, lawful and valid;
- (vi) it has and will continue to, at all times during its use of the Third-Party Value Added Services, abide by these Terms and all relevant rules published on the Alibaba.com Website;
- (vii) the use of the Third-Party Value Added Services complies or will comply with any and all applicable laws and regulations in any applicable jurisdiction; and
- (viii) all information, materials and contents provided to the Service Provider do not contain information that is (a) discriminatory or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; and (b) defamatory, libelous, threatening or harassing, obscene or sexually explicit or harmful to minors.

12. SERVICE PROVIDER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

The Service Provider represents, warrants and covenants (as applicable) to the VAS Member that each of the statements contained in this Clause 12 is true, accurate, complete and not misleading in all respects and will continue to be so until the cessation of the Third-Party Services:

- (i) the Promoted Information may not directly or indirectly link to any products or services which publishing or sale is prohibited by any laws, regulations or rules, or any entities/websites competing with Alibaba.com or their products/services (as determined by Alibaba.com in its sole discretion), or any other content that Alibaba.com deems inappropriate to be linked to;
- (ii) the Third-Party Value Added Services may not contain any element and/or functions affecting the VAS Member's browsing routes, such as pop-up ads, nor contain any link to third party websites or external link (except a link to the official website of the VAS Member);
- (iii) the Third-Party Value Added Services provided by the Service Provider must be free of any viruses, hazards or flaws that may endanger personal or property safety;
- (iv) the Third-Party Services are provided based on the Promoted Information, materials and/or resources provided by the VAS Member or their representative (including but not limited to an agent or reseller of the VAS Member) and its business requirements or from authorized and licensed material databases; it has not amended or changed any Promoted Information, materials and/or resources provided by the VAS Member or their representative (unless the VAS Member or their representative request the Service Provider to do so) by any form or means;
- (v) its provision of the Third-Party Services complies or will comply with (i) any and all applicable laws and regulations (ii) the Terms, (iii) other rules on the Alibaba.com Platforms, as applicable, and (iv) all reasonable instructions and directions of the VAS Member or its representatives and maintain any permits, licences and approvals required to perform its obligations hereunder

13. TERM

These Terms shall come into effect from the date the Value Added Services Package is subscribed for a period of one (1) year unless terminated according to Clause 15 below.

14. TERMINATION OF SERVICES

A party shall be entitled to suspend or terminate the Third-Party Value Added Services immediately in the event of the following:

- (i) the other party breaches any relevant agreements entered into with Alibaba.com or any material term or condition of these Terms, and fails to cure such breach within thirty (30) days after written notice;
- (ii) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or
- (iii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within thirty (30) days of filing.

15. AMENDMENTS AND CESSATION

- (i) Upon written approval by Alibaba.com, the Service Provider reserves the right to amend these Terms at any time by providing no less than 7 days' notice to the VAS Member ("Notice Period"). The amended and restated Terms shall be effective immediately after the Notice Period. After posting of the amended and restated Terms, the VAS Member's continued use of the Third-Party Value Added Services shall be deemed as its acceptance of the amended and restated Terms.
- (ii) Upon written approval by Alibaba.com, the Service Provider reserves the right to temporarily or permanently change, upgrade, modify, limit, suspend, or cease the provision of Third-Party Value Added Services or any of its related functionalities or applications at any time.

16. GENERAL RULES

- (i) These Terms are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region ("Hong Kong") without regard to any of its conflict of law provisions. Any dispute, controversy or claim arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be first settled through friendly consultations between the parties. In the event that no settlement is reached within thirty (30) days from the date of notification by either party to the other that it intends to submit a dispute, controversy or claim to arbitration, then such dispute, controversy or claim shall be settled by arbitration in accordance with the HKIAC Administered Arbitration Rules in effect at the time of applying for arbitration and as may be amended by the rest of this Clause. The arbitration institute shall be the Hong Kong International Arbitration Centre ("HKIAC") and the place of arbitration shall be in Hong Kong at HKIAC. The language of the arbitration shall be English. The tribunal shall consist of three arbitrators. Each of the parties shall select an arbitrator. The third and presiding arbitrator shall be selected by HKIAC. The arbitral award shall be final and binding upon the parties.
- (ii) None of the parties shall be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, system failure, war, and riot.
- (iii) If any provision of these Terms is held to be unenforceable for any reason, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the maximum extent possible. In any event, all other provisions of these Terms shall be deemed valid and enforceable to the full extent possible.
- (iv) The relationship between the parties is that of independent contracting parties. Nothing in these Terms shall constitute or be deemed to constitute a relationship of joint venture, partnership, franchise or similar arrangement between the parties.
- (v) If any provision of these Terms is held to be unenforceable for any reason, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the maximum extent possible. In any event, all other provisions of these Terms shall be deemed valid and enforceable to the full extent possible.
- (vi) If there is any conflict between the English version and another language version of these Terms, the English version shall prevail. Any non-English language version of these Terms is provided for reference purposes only.
- (vii) Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

KEYWORD ADVERTISING TERMS AND CONDITIONS PLEASE READ THESE TERMS CAREFULLY

Version: 1 April 2018

These terms and conditions (these "Terms") govern the Keyword Advertising services ("Keyword Advertising") offered to you by Alibaba.com (as defined below) through the Alibaba.com's international website (URL: <http://www.alibaba.com>, the "Alibaba.com Website"). BY CLICKING "AGREE" OR OTHERWISE ACCEPTING THESE TERMS OR BY SUBMITTING YOUR APPLICATION FOR OR CONTINUING WITH YOUR SUBSCRIPTION FOR THE Keyword Advertising SERVICE, YOU INDICATE YOUR AGREEMENT TO BE BOUND BY THESE TERMS AS MAY BE AMENDED FROM TIME TO TIME. If you are outside of India and Malaysia, you are contracting with Alibaba.com Singapore E-Commerce Private Limited under these Terms. If you are from India, you are contracting with Alibaba.com India E-Commerce Private Limited. If you are located in Malaysia, you are contracting with Alibaba Commerce Services (Malaysia) Sdn. Bhd. The contracting Alibaba entity shall be referred to as "Alibaba.com".

D E F I N I T I O N S

"bid price": means the price that you bid for each individual keyword in respect of the Promoted Information.

"keyword": letters, words, numbers, and symbols that are specified by you (as may be limited by the setting specifications of any Keyword Advertising software).

"Promoted Information" means all text, pictures, links, videos (if applicable), and other forms of information that are displayed using Alibaba.com Keyword Advertising, including the products or services included in the information and the content on the pages linked to such information. "Promotion Score": is the correlation of the keyword bid with the product promoted, taking into account the quality of product information, and may range from one to five stars.

1. ACCEPTANCE

You agree and accept that, in addition to these Terms, your application and use of Keyword Advertising is bound by any and all of the rules, policies, privacy policy and terms of use of Alibaba.com's international website (URL: <http://www.alibaba.com>, the "Alibaba.com Website") and the terms and conditions governing the Alibaba.com Gold Supplier membership (including without limitation the Alibaba.com Gold Supplier Services Agreement available on the Alibaba.com Website).

2. KEYWORD ADVERTISING SERVICE

Keyword Advertising is a Value Added Service that allows eligible Gold Suppliers to promote product listings on the Alibaba.com Website for Promoted Information to be listed in priority to other products on the Alibaba.com Website, or on specific portions of the Alibaba.com Website, with priority listing based on, inter alia: (i) the bid price for the keyword(s) associated with the promoted product(s); (ii) keyword(s) searched by the Alibaba.com Website users, (iii) the relevancy of product listing to the keyword searched; and (iv) the Promotion Score. You will be charged in accordance with clause 4(iv) of these Terms. Upon your successful subscription to Keyword Advertising, you agree that:

(a) you authorise Alibaba.com to utilize its software and other automated tools to select and display the relevant product listing search results designated by Alibaba.com. Whether your product listing will be displayed in priority to other product listings, including the display sequence will be automatically determined by the Alibaba.com Keyword Advertising system by comprehensively considering the Promoted Information, Promotion Score, the degree of matching between the Alibaba.com Website users' search by you and/or user behaviour (for cases such as recommended searches and other targeted advertisements as may be applicable), and

(b) you may log in to Alibaba.com to check your bid keywords, statistical report(s) of the associated costs and number of clicks obtained on the keywords bid and Promoted Information.

3. ELIGIBILITY

Your eligibility to sign up for Keyword Advertising is conditioned upon your fulfilment of all of the following conditions: (i) you are registered as a Gold Supplier on the Alibaba.com Website; and (ii) you have clicked and/or agreed to all the terms and conditions of these Terms.

4. SERVICE AND PAYMENT TERMS

(i) Details of the packages available for Keyword Advertising and the fees payable may be published on the Seller Channel of the Alibaba.com Website or such other URL(s) as may be designated from time to time. In addition, Alibaba.com may at its discretion, notify you through your account with the Alibaba.com Website of any changes to Keyword Advertising applicable to you.

(ii) Once you have successfully subscribed for a Keyword Advertising package, you will have a Keyword Advertising Fund Account and a Keyword Advertising Bonus Account (collectively, the "**Keyword Advertising Accounts**"). Your Keyword Advertising Fund Account will show the amount available for Keyword Advertising and your Keyword Advertising Bonus account will be credited with any bonus or incentive amounts awarded by Alibaba.com. Alibaba.com will deduct any fees you incur for Keyword Advertising from both your Keyword Advertising Accounts proportionately. You may also view your available balance in your Keyword Advertising Accounts at any time by logging in to your account with the Alibaba.com Website.

(iii) The available balance in your Keyword Advertising Accounts will be applied in accordance with the terms and conditions of Keyword Advertising then in force (i.e. if there are any changes to the terms and conditions of Keyword Advertising, any balance in your account which was credited prior to such changes will automatically be subject to the revised terms and conditions once they come into effect).

(iv) You are charged only when users of the Alibaba.com Website have interacted with the Promoted Information, based on the number of clicks on such Promoted Information by Alibaba.com Website users. Each click of Promoted Information that is displayed on Alibaba.com and (or) relevant pages in the emails that Alibaba or its affiliates send to some Alibaba.com users will cause the system to automatically deduct the Keyword Advertising fees from your Keyword Advertising Accounts. The maximum amount of the Keyword Advertising fees deducted each time shall not exceed the bid price that you preset for the keywords. The relevant amount will be deducted directly from your Keyword Advertising Accounts. You will be able to include a cap (subject to any minimum amount required by Alibaba.com) on the maximum amount that may be deducted from your Keyword Advertising Accounts each day.

(v) In the event you have insufficient balance in your Keyword Advertising Accounts to bid for keyword(s), the Promoted Information may not be displayed in priority to other product listing on the Alibaba.com Website until your account has been topped up, even if you have submitted bids for such keyword(s).

(vi) You shall not be entitled to refund all or any funds remaining in your Keyword Advertising Accounts upon the cessation your use of Keyword Advertising.

(vii) Notwithstanding clause 4(vii), in the event that Keyword Advertising is permanently discontinued or terminated, Alibaba.com has the right at its sole discretion, decision and timing to: (a) convert your Keyword Advertising to another Value Added Service offered by Alibaba.com at such conversion rate and on such terms that Alibaba.com may at its sole discretion determine upon reasonable notice to you; or (b) refund any unused amounts in your Keyword Advertising Accounts as at the date of termination of Keyword Advertising based on the records of your Keyword Advertising Account held by Alibaba.com, at such exchange rate utilized by Alibaba.com as at the relevant date in the event of any currency conversion (if applicable), less any applicable bank fees or charges.

5. ALIBABA.COM RIGHTS AND OBLIGATIONS

(i) In providing Keyword Advertising, Alibaba.com shall have the right to (a) reject any application for Keyword Advertising, (b) conduct promotional pricing or conduct other incentives for Keyword Advertising at its sole discretion from time to time.

(ii) Alibaba.com shall have the sole right and discretion to make any and all decisions relating to all matters relating to your company profile on the Alibaba.com Website, including but not limited to making any changes to its contents.

(iii) Alibaba.com shall have the non-exclusive and royalty-free rights to use your company name, company profile, trade mark, trade name, device, design and/or logo in connection with the provision of Keyword Advertising.

(iv) Alibaba shall be entitled to take down any Promoted Information that is obscene, pornographic, false, misleading, defamatory, unlawful, or infringes on third parties' intellectual property rights, or due to the request or demands from any governmental or regulatory authority. If your Promoted Information is taken down by Alibaba for the aforementioned reasons, all fees paid by you in respect of such Promoted Information will not be returned.

(v) Alibaba shall have the right to determine whether certain use of Keyword Advertising constitutes unacceptable bidding, and Alibaba may take any action and measures that it may deem fit, including taking down any Promoted Information, give warnings and/or impose penalties that it may consider necessary to ensure the continuity of the Keyword Advertising system and related services.

(vi) your agreement to pay the service fees for Keyword Advertising shall not guarantee that Alibaba will provide such services. If the information submitted by you does not comply with the requirements of relevant provisions of these Terms, Alibaba will specify the reasons for non-compliance, or suggest that you modify the relevant bidding keyword(s).

6. YOUR OBLIGATIONS

(i) You shall be solely responsible for:

(a) all decisions on which keyword(s) to select and all advertising targeting decisions;

(b) the contents of the Promoted Information and the product(s) promoted via Keyword Advertising;

(c) ensuring that you have the right, license or relevant authority to bid for the relevant keyword(s) and sell the products listed in the Promoted Information.

(ii) You shall use Keyword Advertising in accordance with these Terms and in accordance with all applicable laws and regulations.

7. AMENDMENTS AND CESSATION

(i) Alibaba.com reserves the right to amend these Terms at any time by posting the amended and restated version on the Alibaba.com Website. The amended and restated Terms shall be effective immediately upon posting. After posting by Alibaba.com of the amended and restated Terms, your continued use of Keyword Advertising shall be deemed as your acceptance of the amended and restated Terms.

(ii) Alibaba.com reserves the right to temporarily or permanently change, upgrade, modify, limit, suspend, or cease the provision of Keyword Advertising or any of its related functionalities or applications at any time in its sole discretion, and in the case of any permanent discontinuation or termination of Keyword Advertising, clause 4(viii) in respect of refund of outstanding amounts in your Keyword Advertising Accounts shall apply.

8. ACKNOWLEDGEMENT AND UNDERTAKING

You agree and undertake that you will:

(i) not submit any untrue, falsified, incorrect, incomplete, misleading, fraudulent, or unlawful information to Alibaba.com pursuant to your application or use of Keyword Advertising;

(ii) not copy, reproduce, exploit or expropriate Alibaba.com's various proprietary directories, databases and listings;

(iii) not use or distribute any computer viruses or other destructive devices and codes that may harm, interfere with, intercept or expropriate any software or hardware system, data or personal information;

(iv) not gain or attempt to gain authorized access to the computer systems or networks used by Alibaba.com or engage in any other activities that may harm the integrity of such computer systems or networks;

not carry on activities on Alibaba.com Website that are not in compliance with any laws and regulations;

not submit or provide any information to Alibaba.com that directly or indirectly infringe the intellectual property rights of any third party.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS

You represent, warrant and covenant (as applicable) to Alibaba.com that each of the statement contained in this Clause 9 is true, accurate, complete and not misleading in all respects and will continue to be so until your cessation of use of Keyword Advertising:

(i) you have fulfilled all of the conditions set forth in Clause 6;

(ii) any and all information you provided to Alibaba.com pursuant to your application for and use of Keyword Advertising is true, accurate, complete, lawful and valid;

(iii) you have and will continue to, at all times during your use of Keyword Advertising, abide by the Terms and all relevant rules published on the Alibaba.com Website;

(iv) you will not infringe the legitimate rights of any third parties, including but not limited to the intellectual property rights, property ownership right and any third parties pursuant to your use of Keyword Advertising; and

(v) your use of Keyword Advertising complies or will comply with any and all applicable laws and regulations in any applicable jurisdiction.

10. INDEMNIFICATION

You agree to indemnify Alibaba.com and its affiliates and their employees, agents and representatives and to hold them harmless, from any and all losses, damages, actions, claims and liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, from your breach of any of these Terms pursuant to your use of Keyword Advertising, and/or any third party claim or liability arising out of or related to you bidding for keyword(s) or Promoted Information in breach of any third party's intellectual property rights. Alibaba.com reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Alibaba.com in asserting any available defenses.

11. TAXES

You shall be responsible for and shall pay all Taxes due under these Terms and on all amounts payable hereunder. Unless otherwise indicated, all amounts payable by you to Alibaba.com are exclusive of Taxes that may be levied by any jurisdiction. Taxes will be added to the amounts payable by you to Alibaba.com as applicable and as required by law such that the net amount actually received by Alibaba.com equals the full amount of the payment due hereunder. For greater certainty, Taxes will not be added to the amounts payable by you to Alibaba.com where you have provided Alibaba.com with evidence to Alibaba.com's satisfaction of a lawful and applicable exemption for such Taxes. "**Taxes**" means all federal, state, provincial, territorial, county, municipal, local or foreign taxes, including but not limited to sales, use, license, excise, good and services, value added, stamp or transfer taxes, duties, imposts, levies, assessments, tariffs, fees, charges or withholdings of any nature whatsoever levied, imposed, assessed or collected by a taxation authority together with all interest, penalties, fines or other additional amounts imposed in respect thereof, but for greater certainty excludes any of the foregoing which are (i) based on gross or net income, (ii) franchise taxes, or (iii) property, personal property or rental taxes (collectively "**Excluded Taxes**"). Each party shall be responsible for any and all Excluded Taxes that it is liable for under applicable law. Notwithstanding anything else contained herein, all amounts payable by you pursuant to these Terms shall be free of withholding on account of any Taxes. If any Taxes are required to be withheld from any such amount payable by you under these Terms, you (A) shall pay an additional amount such that the net amount actually received by Alibaba.com, after such withholding, equals the full amount of the payment then due, (B) shall timely pay to the relevant taxation authority the full amount required to be withheld in accordance with applicable law, and (C) shall furnish Alibaba.com as soon as practicable (but in no event later than thirty (30) calendar days post payment to the relevant taxation authority) an official receipt evidencing payment of the withheld amount to the relevant taxation authority. "**Taxation Authority**" means any government, state, municipality or any local, provincial, state or other fiscal, customs, excise or taxing authority, body or official anywhere in the world with responsibility for, and competency to, impose, collect, audit, assess, administer or levy any Taxes or make any decision or ruling in respect of any Taxes.

12. LIMITATION OF LIABILITY

KEYWORD ADVERTISING IS PROVIDED "AS IS" AND AT YOUR OPTION AND RISK AND NONE OF ALIBABA.COM, ITS AFFILIATES OR RELATED COMPANIES MAKE ANY GUARANTEE OR REPRESENTATION IN CONNECTION WITH THE RESULTS OF KEYWORD ADVERTISING. TO THE FULLEST EXTENT PERMITTED BY LAW, ALIBABA.COM SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITIES OR LOSS OF DATA, WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE, ARISING FROM THE USE OR INABILITY TO YOUR USE OF THE SERVICES, OR THE DISCONTINUATION OF ANY OF THE SERVICES.

Where Alibaba.com is held accountable for assuming any liability under these Terms, you agree that the maximum liability amount shall be capped at RMB10,000 or its equivalent in the relevant transaction currency.

13. USE OF KEYWORD DATA

You acknowledge and authorise Alibaba.com to use, collect and disclose data in respect of keywords bid by you, in accordance with Alibaba.com's privacy policy. Such collection of data may include the automated retrieval and analysis of keywords bid. Alibaba shall be entitled to save the information of all keywords bid on its servers, and to use such keywords in lists such as "popular keywords", "high conversion keywords" in the Keyword Advertising platform used by other users.

14. TERMINATION OF SERVICES

Alibaba.com shall be entitled to suspend or terminate the Keyword Advertising service immediately in the event of the following:

- (i) breach of the Keyword Advertising Agreement or any material term or condition of these Terms, and fails to cure such breach within thirty (30) days after written notice;
- (ii) keywords bid are false or misleading in respect of the Product Information promoted;
- (iii) illegal use of Keyword Advertising, or if there are any valid judicial orders or judgments against you in respect of your use of Keyword Advertising;
- (iv) the content of Promoted Information that is displayed infringes the intellectual property rights of third parties; (v) you become the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors;
- (iii) you become the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within thirty (30) days of filing.

15. GENERAL RULES

- (i) These Terms are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region ("Hong Kong") without regard to any of its conflict of law provisions. You and Alibaba.com hereby agree to submit to the exclusive jurisdiction of the courts of Hong Kong for any disputes that arise out of your use of the Services.
- (ii) Alibaba.com shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, system failure, war, and riot.
- (iii) If any provision of these Terms is held to be unenforceable for any reason, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the maximum extent possible. In any event, all other provisions of these Terms shall be deemed valid and enforceable to the full extent possible.
- (iv) The relationship between the parties is that of independent contracting parties. Nothing in these Terms shall constitute or be deemed to constitute a relationship of joint venture, partnership, franchise or similar arrangement between the parties.
- (v) If any provision of these Terms is held to be unenforceable for any reason, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the maximum extent possible. In any event, all other provisions of these Terms shall be deemed valid and enforceable to the full extent possible.

ALIBABA.COM MATCH (BUYER) SERVICE TERMS AND CONDITIONS

Version: 30 August 2023

These terms and conditions (these "Terms") govern the Alibaba.com Match (Buyer) Service ("Service") offered to you by Alibaba.com (as defined below) through the Alibaba.com's international website (URL: <http://www.alibaba.com>) and mobile apps (collectively, the "Alibaba.com Website"). BY CLICKING "AGREE" OR OTHERWISE ACCEPTING THESE TERMS OR CONTINUING WITH YOUR USE OF THE SERVICE, YOU INDICATE YOUR AGREEMENT TO BE BOUND BY THESE TERMS AS MAY BE AMENDED FROM TIME TO TIME. The contracting Alibaba entity shall be referred to as "Alibaba.com".

Definitions:

1. Acceptance

You agree and accept that, in addition to these Terms, your application and use of the Service is bound by any and all of the rules, policies, privacy policy and terms of use of Alibaba.com Website (including without limitation the Alibaba.com Free Membership Agreement available on the Alibaba.com Website).

2. Eligibility

You must be a registered user of Alibaba.com Website and shall ensure that your Alibaba.com membership is and will continue to be activated and valid, to be qualified for using the Service.

3. Scope of Service

3.1 Alibaba.com will confirm product purchase proposal(s) ("Proposal") with you. The Proposal(s) shall include up to five (5) products.

3.2 Alibaba.com will identify relevant sellers who may potentially meet the requirements set out in the Proposal(s). Alibaba.com will send relevant Proposal(s) information to such identified sellers to confirm their willingness to meet with you online, and provide you with a list of such sellers together with their company and/or product information.

3.3 You can then decide the scope of sellers who you would like to meet online. Once such sellers list is confirmed, Alibaba.com will arrange the appointment and initiate online meeting for you to meet and communicate with such sellers. The services mentioned in this paragraph 3.2 and 3.3 are referred to as "Match Services".

3.4 For the avoidance of doubt, Alibaba.com is only obliged to provide up to eight (8) sellers in relation to all the Proposal(s) and Alibaba.com shall be regarded have delivered the Match Services at the earlier of (a) Alibaba.com provides eight (8) sellers to you based on the Proposal(s); (b) you meet online with one (1) seller.

3.5 After such online meeting, Alibaba.com will also initiate a communication group for you to further communicate with such sellers.

3.6 You acknowledge and agree that Alibaba.com only provides the Service for exchanging information between sellers and you of products and services. The matching results do not constitute an advice, advertisement, recommendation, or invitation of any form for anyone to enter into transactions. Alibaba.com will not recommend any products or services to any party. Alibaba.com does not guarantee any transaction will be concluded by providing the Service. Communication and transactions conducted through the Service are solely controlled and decided by you and relevant sellers. Alibaba.com does not control and is not liable or responsible for the quality, safety, lawfulness or availability of the products or services offered for sale, the ability of you to complete a purchase or the ability of sellers to complete a sale.

3.7 You acknowledge and agree that Alibaba.com does not guarantee any transaction will be concluded by providing the Service.

3.8 Alibaba.com shall reserve the right to change, upgrade, modify and/or assign the Service (including its version and functions, where applicable) at its own discretion. Notwithstanding the foregoing, unless otherwise determined by Alibaba.com, all terms set forth hereunder shall continue to apply.

4. Fees and Payment

4.1 The fees for use of the Services shall be subject to the fees set forth in the relevant purchase order. Unless otherwise provided herein and/or otherwise agreed by Alibaba.com in writing, any fee paid by you shall not be refunded, whether in part or in whole.

4.2 In the event where Alibaba.com fails to provide any seller to you within 180 days after payment of Service fee, you are entitled to apply for refund or continue to use the Services. Notwithstanding the clause 3.4, any fee paid by you shall not be refunded, whether in part or in whole, as long as Alibaba.com provides one (1) seller to you within 180 days after payment of Service fee.

4.3 Alibaba.com shall have the right to adjust the price setting mechanism, fee rates and payment terms for the Service from time to time based on the actual prevailing situations without obtaining your prior consent. Any adjustment shall become effective seven (7) days after the date of announcement made by Alibaba.com. Notwithstanding the aforesaid, in the event where you have applied and made a full payment for the Service prior to such adjustment being effective, your use of the Service will continue to be subject to the Terms which were in force prior to such adjustment and will not be affected by the adjustment until the completion thereof.

5. Alibaba.com Rights and Obligations

5.1 Alibaba.com shall have the right to (a) reject the provision of the Service to you; or (b) conduct promotional pricing or conduct other incentives for the Service at its sole discretion from time to time.

5.2 In the event where the information in the Proposal (or any part thereof) is discovered to be obscene, pornographic, false, misleading, defamatory, unlawful, or infringing on third parties' intellectual property rights, or not in compliance with any EU/UK laws and regulations, Alibaba.com shall be entitled to: (a) refuse to provide you the Service without obtaining your prior consent; (b) request you to modify Proposal; and/or (c) take down the relevant information without obtaining your prior consent. In any of the foregoing events, you agree and acknowledge that Alibaba.com shall not be required and does not have any obligation to refund any fees received from you, and shall not be responsible for any liability in respect thereof. Any liability which may arise as a result thereof shall be solely borne by you.

5.3 Your agreement to pay the fees for the Service shall not guarantee that Alibaba.com will provide the Service to you. If the information submitted by you does not comply with the requirements of relevant provisions of these Terms, Alibaba.com will specify the reasons for non-compliance, or suggest you to modify the Proposal.

6. Your Obligations

6.1 You shall be solely responsible for:

all decision making on which sellers to communicate with and/or to enter into transaction with;

6.2 You shall use the Service in accordance with these Terms and in accordance with all applicable laws and regulations.

7. Amendments and Cessation

7.1 Alibaba.com reserves the right to amend these Terms at any time by posting the amended and restated version on the Alibaba.com Website. The amended and restated Terms shall be effective immediately upon posting. After posting by Alibaba.com of the amended and restated Terms, your continued use of the Service shall be deemed as your acceptance of the amended and restated Terms.

7.2 Alibaba.com reserves the right to temporarily or permanently change, upgrade, modify, limit, suspend, or cease the provision of the Service or any of its related functionalities or applications at any time in its sole discretion. In the case of any permanent discontinuation or termination of the Service, Alibaba.com shall have the right at its sole discretion to refund any unused amounts as at the date of termination of the Service based on the records held by Alibaba.com, at such exchange rate utilized by Alibaba.com as at the relevant date in the event of any currency conversion (if applicable), less any applicable bank fees or charges.

8. Acknowledgement and Undertaking

You agree and undertake that you will:

(a) not submit any untrue, falsified, incorrect, incomplete, misleading, fraudulent, or unlawful information to Alibaba.com pursuant to your application or use of the Service;

(b) not copy, reproduce, exploit or expropriate Alibaba.com's various proprietary directories, databases and listings;

(c) not use or distribute any computer viruses or other destructive devices and codes that may harm, interfere with, intercept or expropriate any software or hardware system, data or personal information;

(d) not gain or attempt to gain authorized access to the computer systems or networks used by Alibaba.com or engage in any other activities that may harm the integrity of such computer systems or networks;

(e) not carry on activities on Alibaba.com Website that are not in compliance with any laws and regulations;

(f) not submit or provide any information to Alibaba.com that directly or indirectly infringe the intellectual property rights of any third party.

9. Representations, Warranties and Covenants

9.1 You represent, warrant and covenant (as applicable) to Alibaba.com that each of the statements contained in this Clause 9 is true, accurate, complete and not misleading in all respects and will continue to be so until your cessation of use of the Service:

(a) you have fulfilled all of the conditions set forth in Clause 6;

(b) any and all information you provided to Alibaba.com pursuant to your application for and use of the Service is true, accurate, complete, lawful and valid;

(c) you have and will continue to, at all times during your use of the Service, abide by the Terms and all relevant rules published on the Alibaba.com Website;

(d) you will not infringe the legitimate rights of any third parties, including but not limited to the intellectual property rights, property ownership right and any third parties pursuant to your use of the Service; and

(e) your use of the Service complies or will comply with any and all applicable laws and regulations in any applicable jurisdiction.

9.2 You represent and warrant that the information in the Proposal shall not contain anything which may be in contravention with any laws, regulations and policies, including but not limited to any content that may jeopardize state security, and/or is reasonably deemed as obscene, pornographic, false, illegal, defamatory (including business defamation), unlawfully intimidating or harassing, or infringing upon others' intellectual property, personal and/or other legitimate rights, interests and/or benefits, and any content that may be in violation of public order and good customs, or any link to such contents.

9.3 You agree that Alibaba.com may conduct verification via telephone, email, by personal visit and/or other methods as may be determined by Alibaba.com. You may be requested by Alibaba.com to provide the relevant supporting documents and information. Upon receipt of such request, you shall promptly provide the same. In the event where you fail to do so, Alibaba.com may terminate forthwith the Service without having to refund the fees paid by you and/or any liability whatsoever.

9.4 You represent and warrant that: you will be solely liable for all dispute arising from (i) the contents, products and/or services in connection with the Proposal; and (ii) any business transaction that is entered into directly or indirectly pursuant to the Service hereunder.

9.5 You hereby undertake that your use of the Service will not cause Alibaba.com to be involved or the subject of any demand, request, complaint, lawsuit, arbitration and/or claim initiated by any third party. In the event where Alibaba.com is involved in any of the foregoing events, you agree and acknowledge that Alibaba.com may immediately suspend and/or terminate the provision of the Service, and you undertake to indemnify Alibaba.com for any damages, losses, costs and/or expenses incurred thereby (including but not limited to court costs, attorney's fees, notarization costs, and damages).

10. Indemnification

You agree to indemnify Alibaba.com and its affiliates and their employees, agents and representatives and to hold them harmless, from any and all losses, damages, actions, claims and liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, from your breach of any of these Terms pursuant to your use of the Service, and/or any third party claim or liability arising out of or related to you or the information in the Proposal in breach of any third party's intellectual property rights. Alibaba.com reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Alibaba.com in asserting any available defenses.

11. Taxes

11.1 You shall be responsible for and shall pay all Taxes due under these Terms and on all amounts payable hereunder. Unless otherwise indicated, all amounts payable by you to Alibaba.com are exclusive of Taxes that may be levied by any jurisdiction. Taxes will be added to the amounts payable by you to Alibaba.com as applicable and as required by law such that the net amount actually received by Alibaba.com equals the full amount of the payment due hereunder. For greater certainty, Taxes will not be added to the amounts payable by you to Alibaba.com where you have provided Alibaba.com with evidence to Alibaba.com's satisfaction of a lawful and applicable exemption for such Taxes.

11.2 "Taxes" means all federal, state, provincial, territorial, county, municipal, local or foreign taxes, including but not limited to sales, use, license, excise, good and services, value added, stamp or transfer taxes, duties, imposts, levies, assessments, tariffs, fees, charges or withholdings of any nature whatsoever levied, imposed, assessed or collected by a taxation authority together with all interest, penalties, fines or other additional amounts imposed in respect thereof, but for greater certainty excludes any of the foregoing which are (a) based on gross or net income, (b) franchise taxes, or (c) property, personal property or rental taxes (collectively "Excluded Taxes").

11.3 Each party shall be responsible for any and all Excluded Taxes that it is liable for under applicable law. Notwithstanding anything else contained herein, all amounts payable by you pursuant to these Terms shall be free of withholding on account of any Taxes. If any Taxes are required to be withheld from any such amount payable by you under these Terms, you (a) shall pay an additional amount such that the net amount actually received by Alibaba.com, after such withholding, equals the full amount of the payment then due; (b) shall timely pay to the relevant taxation authority the full amount required to be withheld in accordance with applicable law; and (c) shall furnish Alibaba.com as soon as practicable (but in no event later than thirty (30) calendar days post payment to the relevant taxation authority) an official receipt evidencing payment of the withheld amount to the relevant taxation authority.

11.4 "Taxation Authority" means any government, state, municipality or any local, provincial, state or other fiscal, customs, excise or taxing authority, body or official anywhere in the world with responsibility for, and competency to, impose, collect, audit, assess, administer or levy any Taxes or make any decision or ruling in respect of any Taxes.

12. Limitation of Liability

THE SERVICE IS PROVIDED ON AN "AS IS" BASIS AND AT YOUR OPTION AND RISK AND NONE OF ALIBABA.COM, ITS AFFILIATES OR RELATED COMPANIES MAKE ANY GUARANTEE OR REPRESENTATION IN CONNECTION WITH THE RESULTS OF THE SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, ALIBABA.COM SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITIES OR LOSS OF DATA, WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE, ARISING FROM THE USE OR INABILITY TO YOUR USE OF THE SERVICE OR THE DISCONTINUATION OF THE SERVICE.

13. TERMINATION OF SERVICES

Alibaba.com shall be entitled to suspend or terminate the Service immediately in the event of the following:

- (a) breach of any material term or condition of these Terms, and fails to cure such breach within thirty (30) days after written notice;
- (c) illegal use of the Service, or if there are any valid judicial orders or judgments against you in respect of your use of the Service;
- (d) the content of the Proposal infringes the intellectual property rights or interests of third parties;
- (e) you become the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors;
- (f) you become the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within thirty (30) days of filing.

14. General Terms

14.1 These Terms are governed by and construed in accordance with the laws of England and Wales without regard to any of its conflict of law provisions. You and Alibaba.com hereby agree to submit to the exclusive jurisdiction of the courts of Hong Kong for any disputes that arise out of your use of the Services

14.2 Alibaba.com shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, system failure, war, and riot.

14.3 If any provision of these Terms is held to be unenforceable for any reason, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the maximum extent possible. In any event, all other provisions of these Terms shall be deemed valid and enforceable to the full extent possible.

14.4 The relationship between the parties is that of independent contracting parties. Nothing in these Terms shall constitute or be deemed to constitute a relationship of joint venture, partnership, franchise or similar arrangement between the parties

EXTRA QUOTATION PACKAGE TERMS AND CONDITIONS

PLEASE READ THIS AGREEMENT CAREFULLY

Version: 30 August 2016

These Extra Quotation Package Terms and Conditions (these "Terms") govern the Extra Quotation Package services (the "Extra Quotation Service") offered to you by Alibaba.com (as defined below) through the Alibaba.com's international website (URL: <http://www.alibaba.com>, the "Alibaba.com Website"). BY CLICKING "AGREE" OR OTHERWISE ACCEPTING THESE TERMS OR BY SUBMITTING YOUR APPLICATION FOR OR CONTINUING WITH YOUR SUBSCRIPTION FOR THE EXTRA QUOTATION SERVICE, YOU INDICATE YOUR AGREEMENT TO BE BOUND BY THESE TERMS.

If you are outside of India, you are contracting with Alibaba.com Singapore E-Commerce Private Limited under these Terms. If you are from India, you are contracting with Alibaba.com India E-Commerce Private Limited. The contracting Alibaba entity shall be referred to as "Alibaba.com".

1. ACCEPTANCE

You agree and accept that, in addition to these Terms, your application and use of the Extra Quotation Service is bound by any and all of the rules, policies, privacy policy and terms of use of Alibaba.com's international website (URL: <http://www.alibaba.com>, the "Alibaba.com Website") and the terms and conditions governing the Alibaba.com Gold Supplier™ membership (including without limitation the Alibaba.com Gold Supplier™ Services Agreement available on the Alibaba.com Website).

2. EXTRA QUOTATION SERVICE

Upon your successful subscription to the Extra Quotation Service, Alibaba.com agrees to channel relevant requests for quotation ("RFQs") by potential buyers to you so that you may be able to provide quotes to them based on the specifications indicated in such RFQs, through the Alibaba.com Website, whereupon the number of RFQs shall be (i) 100, if you have subscribed for Basic Quotation Package A or (ii) 200, if you have subscribed for Basic Quotation Package B.

3. ELIGIBILITY

Your eligibility to sign up for the Extra Quotation Services is conditioned upon your fulfillment of all of the following conditions:

- (i) you are registered as a Gold Supplier on the Alibaba.com Website; and
- (ii) you have clicked and agreed to all the terms and conditions of these Terms.

4. TERMS OF EXTRA QUOTATION SERVICE AND PAYMENT TERMS

(i) Details of the packages available for the Extra Quotation Service and the fees payable may be published on the Seller Channel of the Alibaba.com Website at <http://seller.alibaba.com/> or such other URL(s) as may be designated from time to time. In addition, Alibaba.com may at its discretion, notify you through your account with the Alibaba.com Website of any changes to the Extra Quotation Service applicable to you.

(ii) Given that registration as a Gold Supplier on the Alibaba.com Website is a pre-requisite for subscription of the Extra Quotation Services, provision of the Extra Quotation Service to you will be subject to your passing of the verification and authentication procedures ("A&V") pursuant to the terms and conditions of the Alibaba.com Gold Supplier™ Services Agreement.

(iii) In respect of members who subscribe for Gold Supplier membership and Extra Quotation Service concurrently, once you have passed A&V and successfully enrolled as a Gold Supplier pursuant to the terms and conditions of the Alibaba.com Gold Supplier™ Services Agreement, you shall during the service period represented by your Gold Supplier membership be eligible to utilize the RFQs and any RFQs which has not been utilized during the service period shall be forfeited and you shall not be entitled to any refund of the fees paid for any unused RFQs.

(iv) In respect of members who subscribe for the Extra Quotation Service separately after successfully enrolling as a Gold Supplier pursuant to the terms and conditions of the Alibaba.com Gold Supplier™ Services Agreement, your Extra Quotation Service shall be valid for a period of 12 calendar months from the date of your acceptance of these Terms. Should you fail to utilize your entitled RFQs prior to the expiration of your existing Gold Supplier membership in respect of which the Extra Quotation Service (which still has a valid tenure remaining) is premised on (the period between the end of expiration of such existing Gold Supplier membership and the Extra Quotation Service, known as the "Eligible Period"), you shall not be entitled to any refund of the fees paid for any unused RFQs. However, the remaining unused RFQs shall be rolled over and shall be eligible to be used at the next instance when you should subscribe for the Gold Supplier membership. When this occurs, such remaining RFQs will need to be utilized within such time as represented by the Eligible Period during your subsequent enrollment as a Gold Supplier member, failing which such remaining RFQs shall be forfeited. For the avoidance of doubt, by way of example, should your existing Gold Supplier membership expire on 31 October of a certain calendar year but the Extra

Quotation Package in respect of which this membership is premised on is valid until 31 December of the same calendar year, your Eligible Period shall be two months and your unused RFQs shall be rolled over and eligible for usage within the first two months of your next subscription for Gold Supplier membership. For purposes of this provision, your subsequent Gold Supplier membership will need to take place within such time period as may be determined by Alibaba in its sole discretion.

(v) In respect of the aforementioned Clause 4(iv), your unused RFQs shall be forfeited should you fail to pass the A&V which results in you not being able to subsequently subscribe to the Gold Supplier membership.

(vi) In addition, you shall not be entitled to any refund of the fees paid for any unused RFQs, should your Gold Supplier membership be pre-maturely terminated pursuant to the terms and conditions of the Alibaba.com Gold SupplierTM Services Agreement.

(vii) If your subscription for the Gold Supplier membership is cancelled because you have failed to successfully complete the A&V within the requisite 3 months period, the fees which you have paid for the Extra Quotation Service, net of all applicable charges, levies, costs and expenses in connection with or arising from such refund (collectively, the “Administrative Charges”), will be arranged to be refunded back to you. If this should occur, please note that you would have to incur a separate set of Administrative Charges in respect of any refunds that you may be eligible to receive pursuant to the Alibaba.com Gold SupplierTM Services Agreement.

5. RIGHTS AND OBLIGATIONS

(i) Alibaba.com shall have the right to (a) reject any application for the Extra Quotation Service or (b) cease to provide the Extra Quotation Service to you at its sole discretion;

(ii) Alibaba.com shall have the sole right and discretion to make any and all decisions relating to all matters relating to your company profile on the Alibaba.com Website, including but not limited to making any changes to its contents; and

(iii) Alibaba.com shall have the non-exclusive and royalty-free rights to use your company name, company profile, trade mark, trade name, device, design and/or logo in connection with the provision of the Extra Quotation Services.

6. AMENDMENTS AND CESSATION

(i) Alibaba.com reserves the right to amend these Terms at any time by posting the amended and restated version on the Alibaba.com Website. The amended and restated Terms shall be effective immediately upon posting. After posting by Alibaba.com of the amended and restated Terms, your continued use of the Extra Quotation Service shall be deemed as your acceptance of the amended and restated Terms.

(ii) Alibaba.com reserves the right to temporarily or permanently change, upgrade, modify, limit, suspend, or cease the provision of the Extra Quotation Service or any of its related functionalities or applications at any time in its sole discretion.

7. ACKNOWLEDGEMENT AND UNDERTAKING

You agree and undertake that you will:

(i) not submit any untrue, falsified, incorrect, incomplete, misleading, fraudulent, or unlawful information to Alibaba.com pursuant to your application or use of the Extra Quotation Service;

(ii) not copy, reproduce, exploit or expropriate Alibaba.com's various proprietary directories, databases and listings;

(iii) not use or distribute any computer viruses or other destructive devices and codes that may harm, interfere with, intercept or expropriate any software or hardware system, data or personal information;

(iv) not gain or attempt to gain authorized access to the computer systems or networks used by Alibaba.com or engage in any other activities that may harm the integrity of such computer systems or networks;

(v) not carry on activities on Alibaba.com Website that are not in compliance with any laws and regulations; and not submit or provide any information to Alibaba.com that directly or indirectly infringe the intellectual property rights of any third party.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS

You represent, warrant and covenant (as applicable) to Alibaba.com that each of the statement contained in this Clause 8 is true, accurate, complete and not misleading in all respects and will continue to be so until your cessation of use of the Extra Quotation Services:

(i) you have fulfilled all of the conditions set forth in Clause 3;

(ii) any and all information you provided to Alibaba.com pursuant to your application for and use of the Extra Quotation Service is true, accurate, complete, lawful and valid;

(iii) you have and will continue to, at all times during your use of the Extra Quotation Service, abide by the Terms and all relevant rules published on the Alibaba.com Website;

(iv) you will not infringe the legitimate rights of any third parties, including but not limited to the intellectual property rights, property ownership right and any third parties pursuant to your use of the Extra Quotation Service; and

(v) your use of the Extra Quotation Service complies or will comply with any and all applicable laws and regulations in any applicable jurisdiction.

9. INDEMNIFICATION

You agree to indemnify Alibaba.com and its affiliates and their employees, agents and representatives and to hold them harmless, from any and all losses, damages, actions, claims and liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, from your breach of any of the terms of these Terms pursuant to your use of the Extra Quotation Service. Alibaba.com reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Alibaba.com in asserting any available defenses.

10. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, ALIBABA.COM SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITIES OR LOSS OF DATA, WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE, ARISING FROM THE USE OR INABILITY TO YOUR USE OF THE SERVICES.

11. GENERAL RULES

These Terms are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region (“Hong Kong”) without regard to any of its conflict of law provisions. You and Alibaba.com hereby agree to submit to the exclusive jurisdiction of the courts of Hong Kong for any disputes that arise out of your use of the Services.

Terms of Sponsored Brands Product Services

Reminders: These Service Terms (these “Terms”) shall govern the Sponsored Brands Product Services (the “Services”). The Services shall mean the advertising product services provided by Alibaba to Members, the particulars of which are set forth below. You must accept these Terms (as amended from time to time) by clicking the button of “Agree” or similar words before using the Services.

Article 1. Entity Providing Services

The Services will be provided by Alibaba. “Alibaba” or “Service Provider” shall mean Alibaba.com Singapore E-Commerce Private Limited if you are outside of India and Malaysia or shall mean Alibaba.com India E-Commerce Private Limited if you are from India and shall mean Alibaba Commerce Services (Malaysia) Sdn. Bhd. if you are located in Malaysia.

Article 2. Definitions

“Affiliate” means, with respect to Alibaba, any other enterprise, corporation, partnership, trust or entity which, directly or indirectly, controls, is controlled by, or is under common control with it.

“Services” means once a User sets Keyword and provides creative materials and Designated Information in accordance with the requirements on the use of the Services, Alibaba will, based on the placement elements set by the User and in light of the Designated Information provided by the User, display such Designated Information at certain place among the relevant Keyword search results by making use of calculations of resource allocation with information technology. For details, please refer to the relevant rules.

“Member” or “User” means any legal person, partnership or other business entity that places a Purchase Order and successfully orders the Services.

“Keyword” means a word string designated by a User and comprising numbers/letters/symbols, which shall comply with all rules of setting keywords for searching in software, including without limitation any Keyword recommended by the system, selected by the User itself or by an operation service provider or otherwise that is chosen and determined through the User’s account.

“Designated Information” means the information provided by a User for display at a designated place, including without limitation company name, product picture, creative video, and product and service information contained in any picture or video.

“Purchase Order” means the purchase agreement entered into by and between a Member and Alibaba.com in respect of the purchase of the Services.

Article 3. Scope and Terms of Services

1. Undertakings

The Member agrees and accepts that in addition to these Terms, its application and use of the Services are bound by any and all rules, policies, privacy policies and terms of use provided on Alibaba.com, as well as the terms and conditions governing the Gold Supplier membership on Alibaba.com.

2. Conditions for ordering Services

(i) Your eligibility to sign up for the Services is conditional upon your fulfillment of both of the following conditions: (i) you have been registered as a Gold Supplier member on Alibaba.com; and (ii) you have clicked to agree and/or otherwise agreed to all the terms and conditions of these Terms.

(ii) The User understands and agrees that for the purpose of the Services, Alibaba may, at its own discretion, determine how the Designated Information will be displayed, including without limitation designing layout and highlighting pictures or texts to optimize page display effect; provided however that such determination of Alibaba will not exempt the User from its responsibility as the information provider.

(iii) Alibaba reserves the right to change, upgrade, modify and transfer the Services and the versions and functions thereof at its own discretion. Alibaba further reserves the right to develop new modules, functions and language versions in respect of the Services. The User acknowledges and agrees that these Terms shall govern the provision of all such new modules, functions and language versions, unless otherwise specified by the Service Provider.

(iv) Alibaba grants the User a limited, non-perpetual, non-exclusive, terminable, non-sublicensable and non-transferable license with respect to the Services.

3. Service fees

(i) The fees for use of the Services shall be charged on the basis of service term, and the specific fees shall be subject to the fees set forth in the relevant Purchase Order. Unless otherwise agreed herein and/or by Alibaba, all relevant fees will be non-refundable upon receipt.

(ii) If the User’s Gold Supplier membership is terminated, these Terms will terminate, and all fees paid for the Services will not be refunded.

(iii) Alibaba has the right to adjust the pricing method, fee rates and payment terms for the Services from time to time based on actual situations without the prior consent of Users. Any such adjustment shall become effective seven (7) days after the date of announcement thereof on Alibaba.com, provided that the Users who have ordered and made full payment for the Services before such adjustment becomes effective will not be affected thereby.

4. Rights of Service Provider

a) Alibaba shall have the right to review the Designated Information and/or Keyword of any User. If Alibaba determines that the Designated Information and/or Keyword of the User violate laws, these Terms or the website terms of use or are inappropriate, Alibaba shall have the right to refuse to provide the Services in respect the same, request the User to modify or delete the same, or directly delete the same without the prior consent of the User.

b) Alibaba shall have the right to delete any Designated Information suspected of containing any information or Internet content that is illegal or in violation of public order and good customs, such as information or Internet content that jeopardizes national security, or is obscene, pornographic, false, defamatory (including business defamation), or unlawfully intimidating or harassing, or damages the reputation, benefits or rights of others, and Alibaba will not be liable for any losses caused to the User thereby. If such Designated Information provided by the User is deleted by Alibaba for such reasons, the service fees paid by the User will not be refunded.

c) The scope of the Services hereunder may be modified by the Service Provider from time to time in accordance with the rules of Alibaba.com or any applicable laws.

5. Rights and obligations of Member

a) The Member shall undertake that:

- (i) the Designated Information published by it on Alibaba.com and/or the Keyword selected by it do not contain anything in violation of relevant laws, regulations or policies, including without limitation any content that jeopardizes national security, or is obscene, pornographic, false, illegal, defamatory (including business defamation), or unlawfully intimidating or harassing, or infringes upon others' intellectual property rights, personal rights or other legitimate rights and interests or benefits, and any content in violation of public order and good customs, or any link to any such content;
- (ii) the Designated Information submitted and/or the Keyword selected by it are true, accurate, up-to-date, detailed, complete and in line with the relevant situations, without any misleading statement or false information. The Member agrees that Alibaba may make verifications via telephone or email, by personal visit or otherwise. Alibaba may request the Member to provide the relevant supporting documents, and upon such request, the Member shall immediately provide the same. Otherwise, Alibaba may immediately terminate the Services;
- (iii) Keyword and creative materials in connection with the Designated Information are set and provided by itself, it has the lawful right and authorization to display its Designated Information and sell the products in relation thereto on Alibaba.com, and it will be solely liable for all legal disputes arising from the contents, products or services in connection with the Designated Information published and/or the Keyword selected by it, and from the business activities conducted by it through the services under any advertising software provided on Alibaba.com;
- (iv) during its use of the Services, it will comply with these Terms and other website rules and user regulations, and will not violate relevant laws and regulations or any other documents legally binding upon it, or infringe upon the rights of any third party in any manner, and will keep itself updated and comply with amended Terms and other website rules and user regulations as such Terms and rules and regulations may be amended from time to time based on laws, regulations, policies, regulatory trends and enforcement efforts in various countries. The Member undertakes that Alibaba's provision of the Services to the Member will not violate any laws or agreements or infringe upon the rights of any third party, and further undertakes that it will not sign up for or use any software services provided on Alibaba.com in bad faith;
- (v) it will provide the Service Provider with all necessary information, materials, documents and other data, as well as all necessary reasonable assistance and cooperation in connection with the Services. If the performance of Services is delayed due to the Member's failure to perform such obligations, the Service Provider will not be liable for any compensation for any loss caused thereby;
- (vi) it will bear the corresponding consequences if the Services cannot be used normally or these Terms are early terminated due to reasons attributable to it, including without limitation its failure to promptly provide the Designated Information during the service term, violation of relevant website rules in respect of the Designated Information provided by it or the termination of its Gold Supplier membership. Alibaba may charge the service fees, as long as the Services are provided by it normally, and Alibaba will not be liable for any losses arising from any failure to place the Designated Information in the normal manner for reasons not attributable to it;
- (vii) it will accept any adjustment to Alibaba.com's rules (including without limitation, these Terms, all rules, policies, privacy policies and terms of use provided on Alibaba.com) and the general regulation on the category, product or Keyword involved and will understand that the placement effect may be affected, if the Keyword set or products or materials provided by it in respect of the Services are taken down and it cannot continue to promote its products through the Services due to any such adjustment or such general regulation. The Member agrees that it will be provided with the Services including without limitation replacement of products for promotion, keyword and materials based on actual situations, if it chooses to continue to use the Services in case of the foregoing; if it chooses to terminate the Services in case of the foregoing, the service fees corresponding to the unused placement period in respect of the Services will be refunded to the Member based on actual situations.
- (viii) its use of the Services will not cause any demand, request, complaint, lawsuit, arbitration or claim initiated by any third party against or involving Alibaba owing to its provision of search results or the Services. Otherwise, the Member hereby agrees that Alibaba may suspend and even terminate the provision of the Services, and undertakes to indemnify Alibaba for any losses incurred thereby (including without limitation court costs, attorney's fees, notarization costs, and damages);
- (ix) the products or product information displayed by it on Alibaba.com are lawfully obtained or authorized by its business partner, without infringing upon the legitimate rights or interests of any business partner;
- (x) all of its activities conducted on Alibaba.com will comply with applicable laws, regulations and business practices; and
- (xi) it will follow the principles of honesty and integrity.

b) The Member agrees to abide by the rules on purchase and use of the Services as follows:

- (i) display location resources: When the search results of Keyword set by the User are displayed, the Designated Information provided by the User will be displayed as the carousel slider at the specific location on the page. The start time and end time of such display resources will be in PST;
- (ii) the User shall be solely responsible for checking if the display location selected by it is correct. Such location cannot be canceled or changed once the User places a Purchase Order and makes payment for the Services;
- (iii) upon the successful purchase of display location resources, the User shall complete the review and binding in respect of the creative materials prior to placement start time, and ensure that its Gold Supplier membership remains valid throughout the placement period; otherwise, all relevant losses or liabilities shall be solely borne by the User; and
- (iv) the service term shall commence on the date when the relevant data submitted by the User are approved by Alibaba.

c) The Member undertakes and agrees that:

- (i) it will not engage in any acts or activities on Alibaba.com in violation of any laws or regulations;
 - (ii) it will not submit or provide any information or data to the Service Provider that may directly or indirectly infringe upon the intellectual property rights of any business partner;
 - (iii) the Services shall not be deemed as any warranty or guarantee in respect of giving Member's products priority in the display of search results on Keyword Advertising ("KWA") and its products will not be given priority in the display of search results on KWA in the event, including without limitation, that its KWA account is dormant/frozen, its store is closed down due to any punishment, or there are no relevant quality products in its store ;
 - (iv) if the conversion rate of products under relevant category in its store fails to reach the target conversion rate set for such category corresponding to the Keyword under the Services purchased by it, the placement effect in respect of the Services may be affected;
- (v) the Services provided by Alibaba.com may only give the Member's quality products more exposure to some extent to pro buyers and e-commerce buyers related to the Members' industry, and that Services shall not be deemed as any warranty or guarantee, whether express or implied, in respect of the store views, inquiries, product sales or any other placement effect after the Member's use of the Services. The scope and definition of such pro buyers and e-commerce buyers may be modified from time to time at the sole discretion of the Service Provider upon notification.

6. Undertakings and warranties of Member

The Member undertakes and warrants that all statements and representations hereunder are true, accurate, complete, lawful, valid and not misleading, and undertakes that such undertakings will remain valid during its use of the Services. It further undertakes and warrants that:

- (i) during its application for and use of the Services, all the information, data and contents provided by it to the Service Provider (whether provided by the Member itself or through its designated representative (including without limitation the agent or distributor of the Member)) are true, accurate, complete, lawful, valid and not misleading; (ii) during its use of the Services, it has complied with and will continue to comply with these Terms and all relevant rules published on Alibaba.com; (iii) its use of the Services has complied with and will comply with any laws and regulations of applicable jurisdiction; and (iv) all the information, data and contents provided by it to the Service Provider do not contain information that (a) is discriminatory or promotes discrimination based on race, religion, nationality, disability, sexual orientation or age; or (b) is defamatory, libelous, threatening, harassing, obscene, pornographic or otherwise harmful to minors.

7. Disclaimer

Except as expressly provided for herein and to the fullest extent permitted by laws, neither the Service Provider nor its Affiliates will make any undertaking or warranty in respect of the Services, whether express or implied, oral or written.

8. Service term

The term of the Services shall be subject to that specified in the relevant Purchase Order. In case of any termination of the Services under Article 9 hereof, these Terms shall become invalid.

9. Termination of Services

Alibaba has the right to suspend or terminate the Services immediately if:

- (i) the User breaches any material term or condition hereunder and fails to cure such breach within thirty (30) days upon receipt of a written notice; (ii) the User breaches an agreement entered into with Alibaba.com or any material term or condition thereunder and fails to cure such breach within thirty (30) days upon receipt of a written notice; (iii) the User uses the Services illegally, or there is any valid judicial order or judgment against the User in connection with the User's use of the Services; (iv) the products or product information provided by the User infringes the intellectual property rights of a business partner; (v) the User files a petition for bankruptcy or voluntarily enters into any proceedings in respect of insolvency, receivership, liquidation or composition for the interests of its creditors; or (vi) a petition is filed against the User for bankruptcy or the User involuntarily enters into any proceedings in respect of insolvency, receivership, liquidation or composition for the interests of its creditors, and such petition or proceedings are not withdrawn within thirty (30) days upon filing.

10. Amendment and termination

(i) These Terms will be amended by the Service Provider from time to time and be announced for seven (7) days. The amended Terms will come into force immediately following the end of such 7-day public announcement period. If the Member does not raise any objection to the amendment during the public announcement period or continues to use the Services, it shall be deemed that the Member has accepted and will be bound by these Terms as amended.

(ii) The Service Provider reserves the right to change, upgrade, modify, limit, suspend or terminate the provision of the Services or other relevant services at any time, whether temporarily or permanently.

11. Limitation of liability

To the fullest extent permitted by laws, neither party will be liable to the other party for any indirect, consequential, special or incidental damages (including without limitation damages for loss of profits or revenue, interruption of business, and loss of data (including business data)) arising in connection with these Terms, even if it has been advised of or should have been reasonably aware of such damages.

12. General

(i) These Terms shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. Any dispute, controversy or claim arising out of or in connection with these Terms (including any issue regarding the content, term or termination hereof) shall be first resolved by the parties through friendly consultations, failing which, the parties hereby agree to submit to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region with respect to any dispute arising from Member's use of the Services.

(ii) Neither party shall be liable for compensation for any failure of or delay in its performance hereof due to causes beyond its reasonable control, including without limitation any failure of technical system, anti-epidemic policy, war and riot.

(iii) If any provision hereof is held to be unenforceable for any reason, such provision shall be adjusted rather than voided, so as to achieve the intent of the parties to the fullest extent possible, and all other provisions hereof shall be deemed valid and enforceable to the fullest extent possible under any circumstances.

(iv) The relationship between the parties is that of independent contracting parties. Nothing in these Terms shall create or be deemed to create joint venture, partnership, franchiser-franchisee or similar relationship between the parties.

(v) If any provision hereof is held to be unenforceable for any reason, such provision shall be adjusted rather than voided, if possible, so as to achieve the intent of the parties to the fullest extent possible, and all other provisions of these Terms shall be deemed valid and enforceable to the full extent possible under any circumstances.

(vi) Headings are for reference purposes only, and under no circumstance define, limit, interpret or describe the scope or limitations of the relevant provision.

(vii) In the event of any conflict or discrepancy between any translated version of this Agreement and the English language version, the English language version shall prevail.

PERFORMANCE ADS CAMPAIGN TERMS AND CONDITIONS

PLEASE READ THESE TERMS CAREFULLY. BY CLICKING "AGREE" OR OTHERWISE ACCEPTING THESE TERMS OR BY SUBMITTING YOUR APPLICATION FOR OR CONTINUING WITH YOUR SUBSCRIPTION FOR THE PERFORMANCE ADS CAMPAIGN, YOU INDICATE YOUR AGREEMENT TO BE BOUND BY THESE TERMS AS MAY BE AMENDED FROM TIME TO TIME.

Version: August 2023

These terms and conditions ("Terms") govern the Performance Ads Campaign (as defined below) offered to the GGS Member (as defined below) by the Service Provider (as defined below) in relation to their account on the Alibaba.com International Website (URL: <http://www.alibaba.com>) ("Alibaba.com Website"). If you are outside of India and Malaysia, you are contracting with Alibaba.com Singapore E-Commerce Private Limited under these Terms. If you are from India, you are contracting with Alibaba.com India E-Commerce Private Limited. If you are located in Malaysia, you are contracting with Alibaba Commerce Services (Malaysia) Sdn. Bhd. The contracting Alibaba entity shall be referred to as "Alibaba.com" or "Service Provider".

DEFINITIONS

"**Affiliates**" means in relation to Alibaba.com, any other enterprise, corporation, partnership, trust or entity which directly or indirectly controls, is controlled by or is under common control with it.

"**GGS Member**" means any corporate entity, partnership firm and other business entity which successfully subscribed for the Gold Supplier Package pursuant to a Purchase Order.

"**Gold Supplier Package**" means either of the basic, basic pro, standard or premium membership services with certain value added services of the Alibaba.com Website.

"**Keyword Advertising Fund Account**" means the keyword advertising fund account accessible on your account on the Alibaba.com Website.

"**Product**" means any product of the GGS Member that is in compliance with conditions for posting on Alibaba.com Website as may be prescribed by Alibaba.com and is posted on the Alibaba.com Website by the GGS Member and/or its authorised third-party service provider (s);

"**Product Information**" means the information of the Products by the GGS Member and/or its authorised third-party service provider(s) when posting the Products on the Alibaba.com Website, including titles, categories and/or descriptions of the Products;

"**Purchase Order**" means the subscription agreement entered into by the GGS Member and Alibaba.com for the purchase of the Gold Supplier Package and any value-added services (if applicable).

"**Service Provider**" means (a) Alibaba.com Singapore E-Commerce Private Limited if the GGS Member is registered outside of India and Malaysia; (b) Alibaba.com India E-Commerce Private Limited if the GGS Member is registered in India; and (c) Alibaba Commerce Services (Malaysia) Sdn. Bhd. if the GGS Member is registered in Malaysia (each Alibaba contracting entity being referred to as "**Alibaba.com**").

1. ACCEPTANCE

1.1 The GGS Member agrees and accepts that, in addition to these Terms, its application and use of the Performance Ads Campaign is bound by any and all of the rules, policies, privacy policy and terms of use of the Alibaba.com's Website, Terms and Conditions for Users of Gold Supplier Package Marketplace available on the Alibaba.com Website, and the terms and conditions governing the Alibaba.com Gold Supplier membership (including without limitation the Alibaba.com Gold Supplier Services Agreement available on the Alibaba.com Website).

2. PERFORMANCE ADS CAMPAIGN

2.1 The Performance Ads Campaign is a value added service supported by the Service Provider by (a) devising, automating and managing the promotion of the Products; and (b) devising and automating the price bidding exercise involved in the promotion of the Products, with the aim of assisting the GGS Member to promote product listings on the Alibaba.com Website for the Products to be listed in priority to other products on the Alibaba.com Website and/or mobile app, or on specific portions of the Alibaba.com Website and/or mobile app ("**Performance Ads Campaign**").

3. ELIGIBILITY

3.1 Your eligibility to sign up for the Performance Ads Campaign is conditional upon your fulfilment of all of the following conditions: (a) you are registered as a GGS Member on the Alibaba.com Website; and (b) you have clicked and/or agreed to all the terms and conditions of these Terms.

4. SERVICE AND PAYMENT TERMS

4.1 Details of the packages available for the Performance Ads Campaign and the fees payable may be published on the seller channel of the Alibaba.com Website or such other URL(s) as may be designated from time to time. In addition, Alibaba.com may at its discretion, notify you through your account with the Alibaba.com Website of any changes to the Performance Ads Campaign which are applicable to you.

4.2.1 Prior to any commencement of the Performance Ads Campaign, you shall create and subscribe a spending budget with a value as specified and displayed on Alibaba.com Website and/or relevant pages ("**Spending Budget**"). Once you have successfully subscribed for the Spending Budget for the Performance Ads Campaign and agree to this Terms by clicking "Accept" on the relevant subscription page on Alibaba.com Website, your Keyword Advertising Fund Account will show the amount available for the Performance Ads Campaign and the relevant Spending Budget shall be deducted from your Keyword Advertising Fund Account. Each round of Performance Ads Campaign shall commence upon your subscription of the Spending Budget and will end after the value thereof has completely exhausted. Alibaba.com will also deduct any service fees payable by you to Alibaba.com incurred for the Performance Ads Campaign from your Keyword Advertising Fund Account. You may also view your available balance in your Keyword Advertising Fund Account at any time by logging in to your account with the Alibaba.com Website.

4.3 The available balance in your Keyword Advertising Fund Account will be applied in accordance with the terms and conditions of the Performance Ads Campaign then in force (i.e. if there are any changes to the terms and conditions of the Performance Ads Campaign, any balance in your account which was credited prior to such changes will automatically be subject to the revised terms and conditions once they come into effect). Unless otherwise provided herein, all balance in your Keyword Advertising Fund Account shall be completely utilized within the validity period of the Gold Supplier Package ("**Validity Period**"). Unless you have agreed to renew your Gold Supplier Package prior to the expiry of the Validity Period whereby you can continue utilising any balance in your Keyword Advertising Account during the renewed Validity Period, any balance in your Keyword Advertising Fund Account which is not utilised within the Validity Period shall be expired and no longer valid.

4.5 You hereby acknowledge and agree that all Products you have listed on your account with the Alibaba.com Website at the point of time upon your creation of the Spending Budget will be included in the provision of the Performance Ads Campaign ("**Product Listing**"). Notwithstanding the foregoing, you may however alter and/or modify the Product Listing by from your account with the Alibaba.com Website. Alibaba.com may update the Product Listing at any time during the course of providing the Performance Ads Campaign in the event where additional Product(s) are added to your account with the Alibaba.com Website.

4.6 Your Products will be listed in priority to other products on the Alibaba.com Website, or on specific portions of the Alibaba.com Website, with priority listing based on, *inter alia*: (a) the Bidding Price (as defined below); (b) keyword(s) searched by the Alibaba.com Website users; (c) the relevancy of the Product Information to the keyword(s) searched; (d) your account settings (including amongst others territory settings for advertising placement) and subject to technical reasons and other services provided by Alibaba.com to other users.

4.7 You will be charged only when users of the Alibaba.com Website have interacted with the Products, based on the number of clicks on such Products by Alibaba.com Website users. Each click of the Products that are displayed on Alibaba.com Website and/or relevant pages in the emails that Alibaba.com and/or its Affiliates sent to Alibaba.com Website users will cause the system to automatically deduct the Performance Ads Campaign service fees from the Spending Budget.

4.8 The amount of the Performance Ads Campaign service fee shall be determined based on the prevailing bidding price of the Product ("**Bidding Price**") when the interaction with the relevant Product was made by the Alibaba.com Website user. The Bidding Price will automatically be determined and may vary from time to time by using software and other automated tools of Alibaba.com. Some of the major determining factors of the Bidding Price include the number of other sellers with products similar to the Products on Alibaba.com Website ("**Third Party Sellers**"), the bidding prices submitted by the Third Party Sellers when using the Keyword Advertising services.

4.9 During the course of the provision of the Performance Ads Campaign (and prior to your Spending Budget is exhausted), you may discontinue the Performance Ads Campaign on the Alibaba.com Website and/or relevant pages, Alibaba.com will discontinue your then in force Performance Ads Campaign and any balance in your Keyword Advertising Fund Account (including the unutilised Spending Budget) on the date when you discontinue the Performance Ads Campaign shall be converted as the credits for Keyword Advertising service after Alibaba.com has successfully discontinue your Performance Ads Campaign on the condition that you have not breached the provisions as prescribed on Article 4.11. **For avoidance of doubt, you may only discontinue the Performance Ads Campaign 10 days after the commencement of such Performance Ads Campaign.**

4.10 In the event where you have insufficient balance in your Keyword Advertising Fund Account for the creation of a Spending Budget, you will have to reload your Keyword Advertising Fund Account in order to continue using the Performance Ads Campaign, or Alibaba.com is entitled to discontinue your Performance Ads Campaign.

4.11 You shall not be entitled to refund all or any funds remaining in your Keyword Advertising Fund Account including in the events of (a) cessation of your use of the Performance Ads Campaign due to your fault; and (b) early termination or expiry of the Validity Period of your Gold Supplier Package due to your fault.

5. ALIBABA.COM RIGHTS AND OBLIGATIONS

5.1 Alibaba.com shall have the right to reject any application for the Performance Ads Campaign.

5.2 Alibaba.com shall have the sole right and discretion to make any and all decisions relating to all matters relating to your company profile on the Alibaba.com Website, including but not limited to making any change to its content.

5.3 Alibaba.com shall have the non-exclusive, transferable, assignable and royalty-free rights to use your company name, company profile, trade mark, trade name, device, design and/or logo in connection with the provision of the Performance Ads Campaign.

5.4 Alibaba.com shall be entitled to take down any Product: (a) that is obscene, pornographic, false, misleading, defamatory or unlawful; (b) that infringes on third parties' intellectual property rights; (c) due to the request or demands from any governmental or regulatory authority; or (d) whose Product Information is not true, inaccurate, incorrect or misleading. If your Product is taken down by Alibaba.com for the aforementioned reasons, Alibaba.com shall not be liable for any damages and/or losses that you may suffer as a result thereof.

5.5 Alibaba.com shall reserve the absolute discretion to amend, change, modify, revise and/or update its system, software and/or any of its automated tools used in the provision of the Performance Ads Campaign (including but not limited in the factors affecting priority listing and the determination of the Bidding Price) as it deems reasonable and necessary without notifying you.

5.6 Your agreement to use the Performance Ads Campaign shall not guarantee that Alibaba.com will provide such services. If the Product Information submitted by you does not comply with these Terms and/or any of the applicable rules and regulations on the Alibaba.com Website, Alibaba.com will specify the reasons for non-compliance, or suggest that you modify the relevant Product Information.

6. YOUR OBLIGATIONS

6.1 You shall be solely responsible for:

- (a) contents of the Product Information and the Products;
- (b) ensuring that you have the right, license or relevant authority to subscribe and use the Performance Ads Campaign, and sell the Products;
- (c) conducting its business affairs with integrity and in an ethical manner; and
- (d) conduct all activities on the Alibaba.com Website in accordance with all applicable laws and regulations and commonly accepted commercial practices.

6.2 You shall use the Performance Ads Campaign in accordance with these Terms and in accordance with all applicable laws and regulations.

6.3 You authorize the Service Provider to utilize its software and other automated tools in the provision of the Performance Ads Campaign, determination of the Bidding Price and the determination of the listing of the Products on Alibaba.com Website.

6.4 You acknowledge and are well aware that (a) the provision of the Performance Ads Campaign will mostly involve the use of software and/or automated tools designed to provide the Performance Ads Campaign; and (b) Alibaba.com does not guarantee any result of the Performance Ads Campaign (including in terms of accuracy and reasonableness) and shall not be subject to any claim if the Performance Ads Campaign does not meet your expectations.

7. AMENDMENTS AND CESSATION

7.1 Alibaba.com reserves the right to amend these Terms at any time by posting the amended and restated version on the Alibaba.com Website. The amended and restated Terms shall be effective immediately upon posting. After posting by Alibaba.com of the amended and restated Terms, your continued use of Performance Ads Campaign shall be deemed as your acceptance of the amended and restated Terms.

7.2 Alibaba.com reserves the right to temporarily or permanently change, upgrade, modify, limit, suspend, or cease the provision of the Performance Ads Campaign or any of its related functionalities or applications at any time in its sole discretion, and in the case of any permanent discontinuation or termination of the Performance Ads Campaign, Alibaba.com shall have the right at its sole discretion, decision and timing to convert the Performance Ads Campaign to another Value Added Service offered by Alibaba.com at such conversion rate and on such terms that Alibaba.com may at its sole discretion determine upon reasonable notice to you.

8. ACKNOWLEDGEMENT AND UNDERTAKING

8.1 You agree and undertake that you will:

- (a) not submit any untrue, falsified, incorrect, incomplete, misleading, fraudulent or unlawful information to Alibaba.com pursuant to your application or use of the Performance Ads Campaign;
- (b) not copy, reproduce, exploit or expropriate Alibaba.com's various proprietary directories, databases and listings;
- (c) not use or distribute any computer viruses or other destructive devices and codes that may harm, interfere, intercept or expropriate any software or hardware system, data or personal information;
- (d) not gain or attempt to gain unauthorized access to the computer systems or networks used by Alibaba.com or engage in any other activities that may harm the integrity of such computer systems or networks;
- (e) not carry on activities on Alibaba.com Website that are not in compliance with any laws and regulations;
- (f) not submit or provide any information to Alibaba.com that directly or indirectly infringe the intellectual property rights of any third party.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 You represent, warrant and covenant (as applicable) to Alibaba.com that each of the statement contained in this Clause 9 is true, accurate, complete and not misleading in all respects and will continue to be so until your cessation of use of the Performance Ads Campaign:

- (a) you have complied with all of the conditions set forth in Clause 6;
- (b) any and all information you provided to Alibaba.com pursuant to your application for and use of the Performance Ads Campaign is true, accurate, complete, lawful and valid;
- (c) you have and will continue to, at all times during your use of the Performance Ads Campaign, abide by the Terms and all relevant rules published on the Alibaba.com Website;
- (d) you will not infringe the legitimate rights of any third parties, including but not limited to the intellectual property rights, property ownership right and any third parties pursuant to your use of the Performance Ads Campaign; and
- (e) your use of the Performance Ads Campaign complies or will comply with any and all applicable laws and regulations in any applicable jurisdiction.

10. INDEMNIFICATION

10.1 You agree to indemnify Alibaba.com and its Affiliates and their employees, agents and representatives and to hold them harmless, from any and all losses, damages, actions, claims and liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, from your breach of any of these Terms pursuant to your use of the Performance Ads Campaign, and/or any third party claim or liability arising out of or related to your breach of any third party's intellectual property rights. Alibaba.com reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Alibaba.com in asserting any available defences.

11. TAXES

11.1 You shall be responsible for and shall pay all Taxes due under these Terms and on all amounts payable hereunder. Unless otherwise indicated, all amounts payable by you to Alibaba.com are exclusive of Taxes that may be levied by any jurisdiction. Taxes will be added to the amounts payable by you to Alibaba.com as applicable and as required by law such that the net amount actually received by Alibaba.com equals the full amount of the payment due hereunder. For greater certainty, Taxes will not be added to the amounts payable by you to Alibaba.com where you have provided Alibaba.com with evidence to Alibaba.com's satisfaction of a lawful and applicable exemption for such Taxes.

11.2 "Taxes" means all federal, state, provincial, territorial, county, municipal, local or foreign taxes, including but not limited to sales, use, license, excise, good and services, value added, stamp or transfer taxes, duties, imposts, levies, assessments, tariffs, fees, charges or withholdings of any nature whatsoever levied, imposed, assessed or collected by a taxation authority together with all interest, penalties, fines or other additional amounts imposed in respect thereof, but for greater certainty excludes any of the foregoing which are (a) based on gross or net income; (b) franchise taxes; or (c) property, personal property or rental taxes (collectively "Excluded Taxes").

11.3 Each party shall be responsible for any and all Excluded Taxes that it is liable for under applicable law. Notwithstanding anything else contained herein, all amounts payable by you pursuant to these Terms shall be free of withholding on account of any Taxes. If any Taxes are required to be withheld from any such amount payable by you under these Terms, you (a) shall pay an additional amount such that the net amount actually received by Alibaba.com, after such withholding, equals the full amount of the payment then due; (b) shall timely pay to the relevant taxation authority the full amount required to be withheld in accordance with applicable law; and (c) shall furnish Alibaba.com as soon as practicable (but in no event later than thirty (30) calendar days post payment to the relevant taxation authority) an official receipt evidencing payment of the withheld amount to the relevant taxation authority.

11.4 "Taxation Authority" means any government, state, municipality or any local, provincial, state or other fiscal, customs, excise or taxing authority, body or official anywhere in the world with responsibility for, and competency to, impose, collect, audit, assess, administer or levy any Taxes or make any decision or ruling in respect of any Taxes.

12. LIMITATION OF LIABILITY

12.1 THE PERFORMANCE ADS CAMPAIGN IS PROVIDED "AS IS" AND AT YOUR OPTION AND RISK AND NONE OF ALIBABA.COM, ITS AFFILIATES OR RELATED COMPANIES MAKE ANY GUARANTEE OR REPRESENTATION IN CONNECTION WITH THE RESULTS OF THE PERFORMANCE ADS CAMPAIGN. TO THE FULLEST EXTENT PERMITTED BY LAW, ALIBABA.COM SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITIES OR LOSS OF DATA, WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE, ARISING FROM THE USE OR INABILITY TO YOUR USE OF THE SERVICES, OR THE DISCONTINUATION OF ANY OF THE SERVICES.

12.2 Where Alibaba.com is held accountable for assuming any liability under these Terms, you agree that the maximum liability amount shall be capped at RMB10,000 or its equivalent in the relevant transaction currency.

13. TERM

13.1 These Terms shall come into effect from the date the Performance Ads Campaign is subscribed for and will remain valid for a period consistent with the Validity Period of your Gold Supplier Membership, unless terminated according to Clause 14 below.

14. TERMINATION OF SERVICES

14.1 Alibaba.com shall be entitled to suspend or terminate the Performance Ads Campaign immediately in the event of the following:

- (a) breach of any material term or condition of these Terms, and fails to cure such breach within thirty (30) days after written notice;
- (b) information provided for any Products are false or misleading;
- (c) illegal use of the Performance Ads Campaign, or if there are any valid judicial orders or judgments against you in respect of your use of the Performance Ads Campaign;
- (d) the content of the Product Information that is displayed infringes the intellectual property rights of third parties;
- (e) you become the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; and
- (f) you become the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within thirty (30) days of filing.

15. Force Majeure

Under no circumstances shall Alibaba.com be held liable for any delay or failure or disruption of the Performance Ads Campaign resulting directly or indirectly from acts of nature, forces or causes whatsoever outside its reasonable control, including without limitation, events such as acts of God, Internet failure, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortage of labour or materials, terrorism, war, governmental actions, orders of domestic or foreign courts or tribunals, or non-performance of third parties or any suspension or disruption of transportation or business operation (including but not limited to delays or disruption of the resumption of work or operation ordered by any government agency) in the event of a national or regional spread of epidemic or pandemic.

16. GENERAL RULES

16.1 These Terms are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region ("Hong Kong") without regard to any of its conflict of law provisions. You and Alibaba.com hereby agree to submit to the exclusive jurisdiction of the courts of Hong Kong for any disputes that arise out of your use of the Performance Ads Campaign.

16.2 Alibaba.com shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, system failure, war, and riot.

16.3 If any provision of these Terms is held to be unenforceable for any reason, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the maximum extent possible. In any event, all other provisions of these Terms shall be deemed valid and enforceable to the full extent possible.

16.4 The relationship between the parties is that of independent contracting parties. Nothing in these Terms shall constitute or be deemed to constitute a relationship of joint venture, partnership, franchise or similar arrangement between the parties.

16.5 If any provision of these Terms is held to be unenforceable for any reason, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the maximum extent possible. In any event, all other provisions of these Terms shall be deemed valid and enforceable to the full extent possible.

16.6 If there is any conflict between the English version and another language version of these Terms, the English version shall prevail. Any non-English language version of these Terms is provided for reference purposes only.

16.7 Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

SMART ASSISTANT SERVICE AGREEMENT

This agreement is entered into regarding matters related to Alibaba.com providing you with "Smart Assistant" services (referred to as "services"). The agreement is as follows

Article 1 "Smart Assistant" Service

1. Service Provider

This service is provided by Alibaba.com.

1.2 Service Area

1.2.1 The specific scope of this service is as follows (some functions have usage upper limits):

aText type: Generate or optimize text content based on international website product characteristics or communication records, etc.

bPicture category: Intelligently generate pictures.

cVideo category: Editing, packaging, adding subtitles, voice explanations and other services to the original video.

dData category: Provide services such as product category market analysis.

The specific function opening is subject to the actual online content.

1.2.2 Depending on the function you choose, you may upload text, pictures, videos and other content (hereinafter referred to as "uploaded content") for intelligent synthesis, and Alibaba.com will use intelligent synthesis technology to generate new content (hereinafter referred to as "generated content") "Uploaded Content" and "Generated Content" are collectively referred to as "Content".

1.2.3 Alibaba.com is independently responsible for the content. You do not make any guarantees about the storage and custody of the content. Alibaba.com should back up all content by itself.

1.3 Service Ordering

1.3.1 The service provider shall be Alibaba International Station Global Gold Supplier (hereinafter referred to as "GGS").

1.3.2 After successfully purchasing the service, you should ensure that the Alibaba.com GGS certification is completed before activating the "Smart Assistant" benefits package, and ensure that your membership stay valid during the period of usage of the service. Otherwise, all related losses or liabilities caused by the inability to use relevant functions shall be borne by You.

1.3.3 If you want to use the service, you should use the Alibaba.com account and your own password to log in to Alibaba.com's website or APP client, and submit relevant information and supporting documents in accordance with the admittance rules and other requirements. You shall ensure that the information and documents you provide are true, legal, accurate and valid, and shall update them promptly if any changes occur. Alibaba.com may conduct spot checks on your information and supporting documents from time to time and require users to submit more information or supporting documents for the aforementioned purposes.

1.3.4 You shall properly safekeep your account and password information on your own. Without Alibaba.com's consent, you shall not transfer or authorize the account to a third party for use.

1.3.5 Alibaba.com reserves the right to determine whether your relevant behavior is suspected of violating the use norms under this agreement in accordance with relevant laws and regulations, this agreement and to suspend or terminate your use of the services or to take other restrictive measures at Alibaba.com's sole discretion.

1.4 Service Activation

1.4.1 The “Smart Assistant” benefits package subscribed by you includes service content, service usage rules, specific function usage times, service activation period and service period, which shall be subject to contents recorded in the service order and Alibaba’s subscribing system.

1.5 Utilization Rules

1.5.1 Content Safety

You are responsible for the authenticity, legality, harmlessness and validity of the information transmitted by using the services. Except as otherwise provided by law, the legal responsibility related to the information transmitted by you shall be borne by you. You ensure that you shall not use the services to engage in activities prohibited by laws and administrative regulations such as endangering national security and social public interests, disrupting economic and social order, and infringing on the legitimate rights and interests of others, and ensure that the input information does not contain the following content that violates laws and regulations, is politically relevant, and infringes on the legitimate rights and interests of others:

- (1) Endangering national security, divulging state secrets, subverting state power, and undermining national unity;
- (2) Damaging national honor and interests;
- (3) Inciting ethnic hatred, ethnic discrimination, and undermining national unity;
- (4) Undermining the state’s religious policy, promoting cults and feudal superstitions;
- (5) Spreading rumors, disturbing social order and undermining social stability;
- (6) Spreading obscenity, pornography, gambling, violence, murder, terror or abetting a crime;
- (7) Insulting or slandering others, infringing on the legitimate rights and interests of others;
- (8) Information containing other contents prohibited by laws and administrative regulations or contrary to public order and morals and social ethics.

1.5.2 Commitment Guarantee

You confirm, warrant and agree that the content transmitted or disclosed when using the services does not contain any confidential information, sensitive information or unauthorized personal information; You have control over your personal information. You can learn more about our protection and handling of your personal information through the Privacy Policy of Alibaba.com. At the same time, we will promptly accept and process your request for access, copying, correction, supplementation and deletion of personal information in accordance with the applicable law. You guarantee that you have legal copyright, trademark rights, portrait rights and other rights for the uploaded content or has obtained corresponding authorization, and do not infringe the rights of any third party. Alibaba.com has the right to display and promote relevant content.

1.5.3 Content Removal

If the content violates this agreement, Alibaba.com has the right to unilaterally remove the content published by you on Alibaba.com’s platform.

1.5.4 Responsibility Acceptance

You bear full responsibility for the uploaded content and generated content. If your usage behavior or generated content may infringe the rights of others or violate laws and regulations, Alibaba.com has the right to provide relevant information to the regulatory authorities.

1.6 Limitation of Liability

1.6.1 The content generated by third-party services (as defined below) may be defective, incorrect and/or unreasonable. Please make the necessary checks before using such part of the content. Alibaba.com does not guarantee the accuracy, completeness and functionality of the content generated by such third-party services, and the Content generated by such third-party services does not represent Alibaba.com’s attitudes or opinions, nor does it constitute any advice or commitment. You should evaluate the accuracy of the generated content based on usage scenarios and manually review the generated content.

1.6.2 You understand and agree that when using this service, you may be exposed to content that is inaccurate, offensive, uncomfortable or do not meet the purpose of usage. In this regard, you agree that Alibaba.com is not responsible for any damage caused by the generated content.

1.6.3 Alibaba.com conducts data training within the scope permitted by law and regulations, including but not limited to the accumulation of information on the public Internet, and all content has been continuously filtered by sensitive databases to ensure the accuracy of content understanding and generation, but still it is not ruled out that some of the information may be sensitive, irrational, or lead to ambiguity in understanding. If you publicly disseminate sensitive content or irrational content and content with ambiguity in understanding, the resulting infringement, disputes and losses shall be borne by you alone. Alibaba.com is not responsible for this regard and does not bear any legal liability. If legal liability is triggered, you will bear all major responsibilities

1.6.4 Alibaba.com cannot guarantee that content generated by such Third-party services does not and/or will not infringe or violate any third-party rights of any kind, including, without limitation, any privacy, patents, copyrights, trademarks, trade secrets or other third-party or intellectual property rights. Alibaba.com shall not be liable for any disputes arising therefrom.

1.6.5 Alibaba.com shall not be liable in any way for all actions taken by you with respect to the content generated by such third-party services and the consequences thereof, unless expressly provided for in this agreement. In the event where you find that the content generated by such third-party services infringes any type of third-party rights and/or violates laws and regulations, you may provide feedback through the reporting portal. Alibaba.com will promptly accept, process and feedback the results of the processing.

Article 2 Payment of Fees

2.1 Payment Method

2.1.1 Alibaba.com has the right to charge service fees for the “Smart Assistant” service under this agreement. The standard of service fee shall be subject to Alibaba.com’s announcement or notification on Alibaba.com or other ways in written. After you confirm the subscription online, you shall pay the full contract fee in one lump sum to Alibaba’s designated account.

2.1.2 If you terminate the service of “Smart Assistant” in advance before the natural end of the service period, Alibaba’s service fee for the current month will be charged normally and you will still enjoy the rights and benefits of the current month. Alibaba.com will refund the service fees for the next month and the remaining service period to your account via your original payment method.

2.2 Issuance of Invoices

After Alibaba.com receives the full amount service fee, you can log in to “My Alibaba” or check the invoice rules through other methods, and apply to Alibaba.com for issuance of invoices for software service fee. Please check the online page for specific invoicing rules, or special product and service terms if agreed upon and the specific service terms shall prevail.

Article 3 Intellectual Property Rights

3.1 Rights of Use

Alibaba.com has the right to permanently use the generated content globally in accordance to the way and purposes it chooses.

3.2 Laws and Regulations

Due to the constantly changing and developing nature of laws and regulations related to generative technology, Alibaba.com does not guarantee that you can claim the intellectual property rights of the generated content in any country or region or that the generated content will not infringe any third-party rights.

Article 4 Service Authorization

4.1 The information other than personal information (including content protected by intellectual property rights such as text, images and videos that you transmit or disclose) that you transmit or disclose when using the services does not transfer rights as a result of the act of uploading or submitting. You agree that we may, within the scope permitted by laws and regulations, use such information to achieve the purpose of Alibaba.com’s Services (to provide the Services, to maintain and improve the services, and to optimize the quality of the services, etc.), to fulfill your instructions, to safeguard the national interest, to safeguard the public interest, to safeguard the legitimate rights and interests of you and third parties and/or to meet the relevant requirements of laws and regulations.

4.2 You acknowledge, confirm and agree that:

- (1) To enhance better customer service and experience for you and other users, this services may utilize or include services (“third-party services”) provided by third parties. Consequently, certain information transmitted or disclosed by you while using this Service will be processed through Third-party services;
- (2) Some of the information you transmit or disclose when using the Services will be shared with Alibaba.com’s affiliates (Alibaba.com’s affiliates refer to entities that directly or indirectly controls, is controlled by or is under common Control with Alibaba.com);
- (3) Alibaba.com does not have the right to grant you any right to use the Third-party services in this agreement, nor does Alibaba.com have the right to provide any form of warranty or support for the Third-party services. Any disputes arising from your use of the Third-party services may be resolved through negotiation with the Third Party directly;
- (4) If you do not want the Third Party to obtain your information, you can stop using the third-party services and Alibaba.com will stop transmitting your information to the Third Party;
- (5) You shall indemnify Alibaba.com in full against any losses, liabilities, penalties incurred by Alibaba.com as a result of your use of the Services and/or Third-party services.

4.3 You understand and agree that after Alibaba.com de-identifies personal information through technical means, the de-identified information will not be able to identify the subject. In this case, Alibaba.com has the right to use the de-identified information. On the premise of not disclosing your personal information, Alibaba.com has the right to analyze the user database of this service and make commercial use of it.

Article 5 Modification or Suspension of the Services

5.1 You know and agree that Alibaba.com may change the terms and conditions under this agreement in accordance with relevant laws and regulations, this agreement and its supplements for the purpose of providing the services and protecting consumer rights and interests.

5.2 In order to improve the user experience and perfect the content of the Services, Alibaba.com may change, upgrade, modify or transfer the Services and its related functions from time to time, and will develop new functions or other services in the Services (these updates may take the form of software replacement, modification, functional adjustment, version upgrade, etc.).

5.3 You know and agree that, based on the user experience, service rules, healthy development and other comprehensive factors, Alibaba.com has the right to choose the object of providing the Services without violating the laws and regulations, and have the right to decide the function setting, whether and how to integrate the Services into other products, and whether to suspend or terminate the provision of the Services.

Article 6 Indemnification and Limitation of Liability

You agree to indemnify Alibaba.com and its affiliates and their employees, agents and representatives and to hold them harmless, from any and all losses, damages, actions, claims and liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, from your breach of any of this agreement pursuant to your use of services, and/or any third party claim or liability arising out of or related to breach of any third party’s intellectual property rights. Alibaba.com reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Alibaba.com in asserting any available defenses.

To the full extent permitted by law, Alibaba.com shall not be liable for any indirect, consequential, incidental, special or punitive damages, including without limitation damages for loss of profits or revenues, business interruption, loss of business opportunities or loss of data, whether in contract, negligence, tort or otherwise, arising from the use or inability to use of the services, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable.

The aggregate liability of Alibaba.com and its affiliates and their employees, agents and representatives or anyone acting on their behalf, with respect to Member for all claims arising from the use of the services or the Site shall not exceed the amount of the services fees that Member pays to Alibaba.com during the current service period for the Service. All claims arising from the use of the services must be filed within one (1) year from the date the cause of action arose.

Article 7 Dispute Resolution

Any dispute, controversy or claim arising out of or in connection with this term, including any question regarding its existence, validity or termination, shall be first settled through friendly consultations between the Parties. In the event that no settlement is reached within thirty (30) days from the date of notification by either Party to the other that it intends to submit a dispute, controversy or claim to arbitration, then such dispute, controversy or claim shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect at the time of applying for arbitration and as may be amended by the rest of this Clause. The arbitration institute shall be the Hong Kong International Arbitration Centre (“HKIAC”) and the place of arbitration shall be in Hong Kong at HKIAC. The language of the arbitration shall be English. The tribunal shall consist of three arbitrators. Each of the Parties shall select an arbitrator. The third and presiding arbitrator shall be selected by HKIAC. The arbitral award shall be final and binding upon the Parties.

Article 8 Termination of the Agreement

8.1 Notice of termination. Alibaba.com may terminate this agreement by notifying you in advance in writing, but shall refund the service fee for the next month and the remaining service period to you.

8.2 Termination on default. If one party violates this agreement and fails to make corrections after being urged by the other party for 5 days, the non-breaching party may unilaterally terminate this agreement.

Article 9 Others

9.1 The titles of the terms of this agreement are only for summary and reminder purposes. The agreement between the parties shall be based on the content of the terms themselves.

9.2 If any part, term or provision of this agreement is held to be illegal, invalid or invalid under applicable law, or conflicts with applicable law, the validity of the remaining provisions shall not be affected thereby. And the parties shall negotiate an alternative provision that is as close as possible to the original intention of the agreement.

9.3 Alibaba.com has the right to transfer all or part of its rights and obligations under this agreement to its affiliates, but shall notify you in writing (including platform announcements or emails). The transfer shall be effective on the date specified in the notice or, if no date is specified, on the date of the notice.

9.4 Alibaba.com will strictly abide by the cooperation principles of voluntariness, equality, fairness, and integrity, and fully respect the independent management rights of partners. If Alibaba.com's employees are found to have acted inappropriately in violation of the above cooperation principles, they can report the problem through the supervision email competition-compliance@alibaba-inc.com. Alibaba.com will investigate and deal with it in accordance with the principles of confidentiality and objectivity.