

Novoshops Terms of Service

Welcome to use the Novoshops service provided by DHgate.com (hereinafter referred to as “Novoshops”). This Terms of Service is between you and Novoshops. Please read carefully any and all content hereinafter before you register as a Novoshops service client. By using the Novoshops service, you voluntarily accept all provisions set forth herein. Please do not install, apply, register with or otherwise use Novoshops products if you do not accept this Terms of Service. You (as the user of the Novoshops service, hereinafter referred to as “you”) shall read and understand the following terms in details:

1. Confirmation and Acceptance of the Terms of Service

This Terms of Service consists of the main body hereof and any and all regulations have been issued or that may be issued by the Novoshops service in the future. All such regulations shall be an integrated part of the Terms of Service and shall be equally binding with the main body hereof. Unless stated expressly otherwise, your use of the Novoshops service shall be bound by the terms hereof.

2. Introduction to the Novoshops Service

The Novoshops service referred herein means the Novoshops service provided to you and owned and operated by DHgate.com. For details of specific items and functions of the Novoshops service, please refer to the *Description of the Novoshops Service*.

3. Service Fee of Novoshops

(1) The standard of service fee for Novoshops has been expressly provided on your order page, and you may choose the specific type of service and pay the price as provided. Information related to the charge mode and price shall be subject to that listed in *Novoshops Price List*. When entering the Novoshops platform, you may check your account information, submit orders, open, suspend or terminate the service items, recharge and check the account

statement as well as conduct other operations through the administration backend.

(2) You may not enjoy Novoshops service unless and until you submit and pay for your order.

(3) Upon the expiration of the service period and in case of a mutual agreement reached by you and Novoshops for the continuous rendering of service by Novoshops, you shall pay the fees for renewal at least 30 days in advance prior to the expiration. In case Novoshops adjusts the product names, services or prices at your renewal, the parties hereof agree to provide the service by NetEase Novoshops pursuant to the then current new product names, services and prices. If you fail to pay for the renewal within the period provided, Novoshops will retain your usage data for a period of 100 days upon the expiration of the service; if you fails to pay for the renewal within such 100 days period, Novoshops shall be entitled to delete your usage data.

(4) The service fee for Novoshops shall be charged for each 12 months (which shall be called as the unit service period). Claims for refund not caused by Novoshops shall not be accepted.

If you need to upgrade the Novoshops service during the service period, then the expiration date of all current services shall be the same as the expiration date of the new service and you shall pay the additional fee for bringing existing services current with the new expiration date.

(5) Novoshops reserves the right to suspend or terminate the service providing in case you fail to pay all fees as agreed; and reserves the right to investigate the legal responsibility for your overdue payment.

4. Novoshops Regulation and Management for Account Registration

Registration information for a Novoshops account includes but is not limited to, your account name, headshot, password and any and all information input at your account registration or update.

(1) At your registration, you undertake to comply with the following seven tenets: applicable laws and regulations, socialist system, national interest, the legitimate interests of citizens, the public order, social morality, and the authenticity of information. No illegal or harmful information is allowed in your account registration information; you shall ensure that during your registration and use of your Novoshops account, you will not do any of the following:

(a) breach the constitution or any other laws and regulations;

(b) endanger the national security, divulge state secrets, overturn the state power or undermine the state unity;

(c) damage the national honor and interest or damage the public interest;

(d) provoke the national hatred or national discrimination or undermine the national unity;

(e) undermine the national religious policy, or advocate cult and feudal superstition;

(f) spread rumors to disrupt the public order and social stability;

(g) advocate obscenity, pornography, gambling, violence, murder, terror or abetting the commission of a crime; insult or defame others and injure the legitimate rights and interests of others;

(h) provide any other content that is otherwise prohibited by any law, administrative regulation, or provision of the state.

If any illegal, harmful, incorrect, or false information contained in your account information is delivered for registration, login, use of headshot, or personal profile, DHgate.com shall be entitled to take proper measures, including but not limited to requiring the information to be corrected within a specified period, suspending usage, and revoking your qualifications. If any information of an

associating body or a social celebrity is falsely used for the account name, headshot or personal profile, login, or use, DHgate.com shall be entitled to cancel the account and report to the appropriate governmental authority.

(2) You shall be responsible for the Novoshops account that you have registered for yourself and shall ensure that you are the only one to use the account. The account shall not be transferred, assigned, or inherited.

(3) You shall be fully responsible for any and all operations made by you with respect to the Novoshops service you registered for and your password. You shall properly log off and exit when finishing your usage. You agree to keep your Novoshops account and the password secure and solely assume any loss arising from the password being compromised. If you find that your account and password have been falsely used or embezzled by anyone or there is any other unauthorized usage, you shall promptly notify DHgate.com in an effective manner and request DHgate.com to suspend relevant services. At the same time, you understand that DHgate.com requires a reasonable period to take measures to execute your instructions and DHgate.com shall not be liable for your losses that may arise prior to the DHgate.com executing the instructions.

5. Change and Termination of Novoshops Service and Terms of Service

Novoshops service is in continuous change and improvement. Novoshops service may increase or delete certain functions or services and may also suspend or completely close the service. If Novoshops or this Terms of Service is changed materially, Novoshops shall announce the materially changed content in advance at a proper place on the Novoshops' website or other platform of its products. If you keep using Novoshops products or service, you shall be treated as have accepted such changes. Otherwise, you shall be entitled to terminate the usage of Novoshops services.

6. Privacy Policies

(1) Respecting your personal privacy is a fundamental policy of DHgate.com. Therefore, DHgate.com shall never make public or disclose your registration information and any other non-public information kept by the Novoshops

service, unless in DHgate.com's opinion of good faith, the disclosure of such information is necessary in the following situations:

(a) an express prior authorization is given by you; or

(b) the disclosure is required by law, including providing your registration information, the information content released by you on NetEase and the time, IP address or domain name related to such release when required by a relevant governmental authority; or

(c) it is required for the protection and maintenance of DHgate.com's intellectual property rights and other material rights; or

(d) the disclosure is required in emergency so as to protect the privacy and security of you and the public; or

(e) in other circumstances provided herein or as deemed necessary in DHgate.com's opinion;

(2) DHgate.com may provide the service related to Novoshops service to a third party; if said third party agrees to assume the same responsibility with respect to your privacy protection as DHgate.com, then DHgate.com may provide your information to said third party. For specific privacy policies, please refer to the content announced on <http://gb.corp.163.com/gb/legal.html>.

(3) In case you provide any third party with any service with charge or free of charge by means of the Novoshops service, you shall fully respect the privacy of the third party and shall not use the Novoshops service to infringe the third party's privacy.

7. Force Majeure

DHgate.com shall not be liable for losses as a result of force majeure. The force majeure referred to herein includes: natural disasters, changes in laws and regulations or governmental instructions, reasons due to the characteristics of web services, such as the breakdown of basic domestic or

foreign telecom operators, damage to optical cables and other infrastructures, technology defects related to computers or the Internet, Internet coverage limitations, computer viruses and hacker attacks, etc., and any other objective conditions which are not foreseeable, unavoidable, and insurmountable to a legal extent.

8. Service Regulations

(1) You shall be entitled to select the service content provided by Novoshops and may obtain technical support from Novoshops.

(2) You shall ensure that you will comply with national and local laws and regulations, industry practices, and social public morals and will not use the Novoshops service to store, release, or spread information and content that:

(a) constitutes a breach of any content (information) provided by national laws, regulations and policies;

(b) constitutes a breach of the political propaganda or news information provided by the state;

(c) involves any state secret or security information;

(d) is considered to be feudal superstition or obscenity, pornography, indecent information or abetting the commission of a crime;

(e) involves lottery or gambling games;

(f) is in violation of the state's nationality and religious policies;

(g) obstructs the operational security of the Internet;

(h) infringes or damages the legitimate interests of others;

(i) has other information or content that may undermine the social order, social security and public morality.

If you breach any of the above, Novoshops shall not be liable for any consequences therefrom. If there is any definite evidence of your breach, Novoshops shall be entitled to cancel the contractual relationship with you and claim for compensation.

(3) You shall observe all other regulations and procedures provided by Novoshops. You shall bear the legal liability for your actions in using the Novoshops service in forms including but not limited to make compensating to the aggrieved party and indemnifying DHgate.com with an amount in equivalent to the administrative penalty or infringement damages compensation incurred by DHgate.com as a result of your actions. In case of your breach in respect of the aforesaid provisions, DHgate.com shall be entitled to, on its sole discretion, promptly suspend or terminate any part of or all services provided with you, including but not limited to suspend your account or cancel the usage right of your account.

(4) With respect to the information that you release through Novoshops service, DHgate.com reserves the right to filter your information by means of keywords in accordance with relevant state laws and regulations. If the content sent by you definitely breaches relevant state laws and regulations, DHgate.com shall be entitled to take measures including but not limited to dissuasion, interception, and even reporting to the appropriate public security agency.

(5) Novoshops or the third party entrusted by DHgate.com for its products shall be entitled to review the application products and relevant content that you have provided, including but not limited to content review, functional testing, and security testing. If your application product is found to be in violation of the state laws and regulations or policies, or be likely to infringe on the legitimate interests of others, or contain any content involving any third party's advertising information, or have any other undesirable conditions, DHgate.com shall be entitled to refuse to provide service to you. DHgate.com shall be entitled to stop providing the service immediately and keep relevant records and inform the appropriate authority. This provision shall not be deemed as a guarantee provided by DHgate.com with respect to your application products and you shall solely provide a guarantee with respect to such application products and assume all liabilities arising therefrom.

(6) If any permission or authorization of a relevant governmental authority is required with respect to the operational or non-operational activities that you conduct through the services provided by Novoshops, you shall obtain such permission or authorization.

(7) Unless otherwise permitted, you shall not modify, translate, publish, adapt, lease, assign or otherwise spread or transfer the service or software provided by Netease Cloud, and shall not conduct reverse engineering, decompilation or attempt in otherwise to discover any source code of Novoshops.

(8) You shall not misuse the Novoshops service, including but not limited to infringing on or damaging the intellectual property or legitimate interests of DHgate.com or others with Novoshops service, or providing a third party with services that compete directly with the Novoshops service by means of the Novoshops service. If Novoshops finds that you have breached any provisions herein, it shall be entitled to take relevant treatment measures, which include but are not limited to immediately terminating the service, suspending the service, or deleting relevant information. If any questions or complaints are brought by a third party institution against you, Novoshops shall notify you and you shall give an explanation and provide the supporting materials within a required period. If you fail to provide proof to the contrary or fail to provide feedback within such period, Novoshops will take relevant treatment measures, including but not limited to immediately terminating the service, suspending the service, or deleting relevant information. If Novoshops fails to contact you due to your delay in updating your contact information or due to incorrect contact information, you shall be deemed as having failed to provide feedback within the required period.

(9) You understand that Novoshops cannot guarantee that its service is defect-free; however, Novoshops undertakes to continuously improve its service quality and service level. Therefore, you agree that even if defects exist in the Novoshops service, such defects are unavoidable due to the current industry's technical Level, and shall not be considered Novoshops' defects. You and Novoshops agree to jointly cooperate and solve such defects.

9. Service Commitment

(1) The service commitment of Novoshops shall be subject to the Service Level Agreement of Novoshops.

(2) If the Novoshops service is unavailable, Novoshops shall indemnify Party A with an amount equal to 100 times the fees charged for the unavailable period. The maximum amount of such compensation shall not exceed the service fee for the current month (that is, 1/12 the annual fee). Except for the aforesaid compensation, no other liability shall be assumed by DHgate.com for losses that you may incur arising from the Novoshops service.

10. Notice

All notices given to you shall be sent by e-mail, post mail, or other means announced by Novoshops at a proper place. Novoshops will use any of the aforesaid means to give you information with respect to any modifications in the Terms of Service, changes of products or services, or other material matters.

You agree that DHgate.com may send various commercial messages to you repeatedly and on a long-term basis without your further consent, so that you can fully understand the services provided by DHgate.com in a timely manner.

11. Ownership of Content and Trademarks

The Novoshops service (excluding the content or technologies authorized by a third party) shall be in the possession of DHgate.com and protected by the Copyright Law, the Trademark Law, the Patent Law, the Unfair Competition Law of the People's Republic of China and relevant international treaties as well as other intellectual property laws and regulations. You shall only use such content with the authorization of DHgate.com and shall not, without the written consent of DHgate.com, copy or reproduce such content, or create any derivative products related to such content, or authorize a third party to fulfill, use, or transfer such intellectual property by means of transfer or license for any profit or non-profit purposes.

DHgate.com shall be entitled to place various advertisements and promotion information in the Novoshops service during the service course or through the

service. At the same time, the names of products and services referred to in the text of Novoshops or NetEase may be the trademarks of DHgate.com or its affiliates, and without the prior written consent of DHgate.com, you shall not display, use, or otherwise dispose such names, or express to others that you are entitled to display, use, or otherwise dispose with respect thereof.

12. Information Storage and Relevant Intellectual Property

Novoshops shall do its best to maintain the security and convenience of the service it provides but shall not be liable for the deletion or failure of the storage of information arising (including but not limited to the information you released) in the service course. Furthermore, DHgate.com shall be entitled to decide whether your actions meet the requirements hereof; if you violate any provisions hereof, DHgate.com shall be entitled to suspend or terminate your Novoshops service.

Novoshops is developed by DHgate.com. DHgate.com shall have the legal rights to all patents, copyrights, design rights, and other intellectual property in Novoshops and all information content in Novoshops, including but not limited to text, pictures, files, news, materials, website structure, and page design.

DHgate.com respects intellectual property and focuses on protecting each of your rights. During the use of the Novoshops service, you may need to provide information to Novoshops through comments or otherwise. In such cases, you may also own the entire intellectual property rights to such information. However, when providing information, you shall grant a global free license to DHgate.com to allow DHgate.com to use, disseminate, copy, modify, sub-license, translate, publish, and display such information or create derivative works.

13. Confidentiality

You and Novoshops shall keep in confidence all trade secrets and other secrets and information learned from the other or gotten as a result of using the Novoshops service, the contents of services and agreements and other information and correspondence documents arising from your use of Novoshops (hereinafter collectively referred to as "Confidential Information") and shall not disclose, give, or transfer such Confidential Information without

the written consent of the other party.. This confidentiality clause shall survive the termination of this agreement hereof.

14. Governing Law

The execution, validity, interpretation and performance of the Terms of Service and the settlement of disputes hereunder shall be governed by laws of the People's Republic of China.

15. Miscellaneous

Unless otherwise proven, data stored by DHgate.com on its server shall be the sole valid evidence that your use Novoshops.

The Terms of Service shall be fulfilled as of the date of issuance and shall constitute a mutual agreement between you and DHgate.com. If DHgate.com chooses not to execute, or delays the execution of, or fails to fully execute the Terms of Service in accordance with the law, it shall not be construed as a waiver of its rights and shall not affect DHgate.com's future execution of such rights.

Novoshops Service Level Agreement

1. Service Scope

Novoshops is a SaaS cloud service platform newly developed by DHgate.com for commercial solution providing with functions such as order management, goods management, multi-platform account management, CRM and data analysis etc.

You may use different level of service of Novoshops based on your membership level:

—a seamless connection between PC+APP that allows you to handle any and all affairs whenever and wherever possible

—operates in multiple languages (Chinese, English, Spanish, Turkish, Russian, etc.) with multi-currency payment collection and settlement

— ERP: Multi-account and sub-account management and authority management, purchase-sell-stock-invoice management

—CRM: customer relationship maintenance and service reservation

Marketing: accurately pushes new products, LBS promotion

—Product movement with one click, product sharing with one click on social network sites, such as Facebook, Twitter, WeChat Circle of Friends.

—Use the SaaS products marked with your own logo and adjust the marketing strategy based on data analysis

2. Destroying

If the user proactively deletes data or requires data to be destroyed upon the expiration of its service period, Novoshops may erase the data in memory and the stored data on its physical server so that the data will be unrecoverable.

3. Data Review

If required by current laws and regulations or for regulatory and security compliance, audits, investigative purposes of a governmental monitoring authority, or for process and procedure compliance, Novoshops may disclose information related to the services you have used, including running logs of key components, user login logs, and other information.

4. Service Function

Novoshops is a SaaS cloud service platform newly developed by DHgate.com for commercial solution providing with functions such as order management, goods management, multi-platform account management, CRM and data analysis etc. (Specific services shall be subject to the announcement made by the official website) .

You may use different level of service of Novoshops based on your membership level:

—a seamless connection between PC+APP that allows you to handle any and all affairs whenever and wherever possible

—operates in multiple languages (Chinese, English, Spanish, Turkish, Russian, etc.) with multi-currency payment collection and settlement

— ERP: Multi-account and sub-account management and authority management, purchase-sell-stock-invoice management

—CRM: customer relationship maintenance and service reservation

Marketing: accurately pushes new products, LBS promotion

—Product movement with one click, product sharing with one click on social network sites, such as Facebook, Twitter, WeChat Circle of Friends.

—Use the SaaS products marked with your own logo and adjust the marketing strategy based on data analysis

5. Failure Recovery Ability

Novoshops provides 7x24-hour telephone technical support for operations and maintenance for paid users. Novoshops provides an emergency response system with fault monitoring, automatic alarming, quick positioning, and fast recovery.

6. Miscellaneous

Novoshops shall be entitled to adjust certain service indicators herein in a timely manner based on changes, and shall give an announcement or e-mail or written notice to users for such modifications in a timely manner.