
Form of Terms of Use

The following Terms of Use are in effect as of [4/14/2022].

TERMS OF USE

The following Terms of Use (“**Terms**”) shall govern and apply to your access to and use of the Orange Connex Fulfillment Platform (“**Platform**”) as well as the sites, services, applications and tools available through this Platform (collectively “**Services**”).

BY ACCESSING OR USING THIS PLATFORM AND SERVICES, YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS STIPULATED HEREUNDER, THE GENERAL TERMS AND CONDITIONS AND THE PRIVACY POLICY AS REFERRED TO HEREOF. THUS, PLEASE READ THESE TERMS AND ALL OTHER POLICIES REFERRED TO HEREUNDER CAREFULLY AND INDICATE YOUR FULL UNDERSTANDING AND ACCEPTANCE OF ALL ABOVE SAID TERMS AND CONDITIONS BY TICKING THE BOX FOR “I AGREE” AT THE END OF THESE TERMS. IF YOU DO NOT AGREE TO ALL OR ANY PART OF THE ABOVE SAID TERMS AND CONDITIONS, YOU ARE NOT ENTITLED TO USE AND SHALL CEASE TO USE THIS PLATFORM AND SERVICES IMMEDIATELY.

1. GENERAL PROVISIONS

1.1 You agree to comply with all of the Terms and policies (including but not limited to General Terms and Conditions and Privacy Policy) when accessing or using our Services.

1.2 The contractual counterparty of us under these Terms (“you”) can only be a user who is at least 18 years old, who is established as a commercial seller and who is registered on this Platform. You may not access to and use this Platform and Services and may not accept the Terms if you are not permitted to under applicable laws of other countries/regions including the country/region in which you are resident or from which you use this Platform and Services.

1.3 Upon your consent to these Terms, you will be considered to have made the following declarations:

- (a) You represent and warrant that you have the full power and authority to enter into and perform these Terms, and you grant us the relevant rights, authorizations, and approvals required for the performance of Services to be provided by us or our affiliates;
- (b) All information that you provide or make available to us is correct and current at all times.

2. YOUR ACCOUNT

2.1 You will be required to own a user account (“**Account**”) and have a valid payment method associated with it to use such Services. You may place an order by using this Platform and/or

Services available in the country/region. We will provide the Services to you according to the ordering information provided by you under your Account. You acknowledge and agree that by accessing to or using this Platform or requesting Services through this Platform, you fully consent to comply with our General Terms and Conditions and Privacy Policy and other applicable terms and rules posted on this Platform as updated from time to time.

2.2 In order to register an Account on this Platform and for the purpose of authentication, you shall provide us with the following information: (a) if you are registering an individual account, [your name, email address, valid ID/passport number, residential country/region, phone number]; (b) if you are registering a corporate account, [your valid business license, registered entity name, registered address (and public utility bills/payment certificate, if required), contact person, phone number]; the type of the account you are permitted to register for, however, will depend on our Terms and policies, and applicable laws of the country/region in which you are resident or from which you use this Platform and Services. You agree to provide and maintain correct, accurate, up-to-date and complete information for your Account and your use of this Platform and Services (“**Account Data**”), and update your Account Data to keep it accurate and complete. If your Account Data is found to be inaccurate, false or in violation of competent laws, regulations or such other applicable policies, we shall have the right to suspend or terminate Services to such Account and deregister this Account without prior notification.

2.3 You are solely responsible and liable for all activities conducted through your Account. To prevent unauthorized use, you shall keep your password confidential and shall not share it with any third party. You shall immediately change your password to secure your Account once you notice that someone else is aware of your password and you shall be solely liable for the corresponding consequences resulting from the theft or loss of your Account or password attributable to your own reasons (such as improper keeping) or any force majeure.

2.4 You acknowledge and agree that the ownership of your Account belongs to us and you shall only have the right to use such Account upon your registration and first log in. Your Account shall be limited to your personal use and, without our written approval, any transfer, sale or disposal of this Account in any manner or otherwise license granted to others to use such Account in any forms shall be prohibited. If we have found or there is a reasonable cause to believe that the user of your Account is not the registrant, we shall have the right to suspend or terminate the Services to such Account and deregister this Account without prior notification to you. You shall be solely responsible for all the losses arising from the loss of all the data and information.

2.5 Without limiting other remedies, we may limit, suspend, or terminate your Account and access to this Platform and Services and take technical and legal steps to keep you from using this Platform and Services if:

- (a) There are reasonable grounds for us to assume that you are creating problems or possible legal liabilities for us, our users, suppliers, subcontractors or other third parties;
- (b) There are reasonable grounds for us to assume that such restrictions will improve the security of this Platform or increase our or other users' exposure to financial liabilities;
- (c) There are reasonable grounds for us to assume that you are infringing the rights of third parties;

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- (d) There are reasonable grounds for us to assume that you are infringing these Terms, our General Terms and Conditions and Privacy Policy, our policies or abuse our employees or users;
 - (e) despite our reasonable endeavors, we are unable to verify or authenticate any personal data or information you provide to us; or
 - (f) you fail to make, or it is evident that you are unable to make, full payment of any fees due for our Services by your payment due date.

2.6 We may at any time permanently delete or anonymize any and all information, files and content stored in or as part of the Account; however, you understand we may not be able to delete certain backup copies of data or statistic data for legal reasons. For the avoidance of doubt, termination of your Account shall not relieve you of any obligation to pay any accrued fees and charges up to and including the date of termination, or such other damages you are liable to indemnify.

2.7 You acknowledge and agree that we may cancel unconfirmed accounts or accounts that have been inactive for more than [6] months or modify or discontinue this Platform and the Services.

2.8 You may deregister your Account by contacting us provided that at the time of deregistration you have fully paid all the services fees accrued under your Account (if any) and the Account has passed the authentication for deregistration.

3. LICENSE TO USE THIS PLATFORM AND SERVICES

3.1 Subject to these Terms, General Terms and Conditions and any other policies, we hereby grant you a non-exclusive, time-limited, non-transferrable, non-sub-licensable, revocable license (“**License**”) to access and use this Platform and Services. You acknowledge and agree that if you commit any breach of these Terms, we may terminate the license for any reasonable reason in order to avoid any further damage to us conducted by you.

3.2 You understand that this Platform, any third-party software integrated therein, any associated intellectual properties and any other contents provided along with the Services are licensed instead of being sold to you by us.

3.3 You understand all rights not explicitly granted to you under the License are reserved to us, and you agree not to perform or permit any action regarding this Platform or Services which is not explicitly authorized by us to you under the License. For the avoidance of doubt, you may not and you agree not to:

- (a) sub-license, sell, lease, distribute, transfer or otherwise grant your rights associated with this Platform and Services under the License to any third party;
- (b) undertake, cause or permit the modification or creation of derivative works or developments/improvements, translate, reverse engineer, decompile, disassemble, decrypt, emulate, hack, discover or attempt to discover the source code, algorithms, methods or protocols of this Platform or any part or features thereof (except to the extent permitted by applicable laws);

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- (c) remove, obscure or alter any copyright notices or other proprietary notices embodied in this Platform; or
 - (d) use this Platform and Services or cause the same to be used to provide commercial products or services to third parties provided your use of this Platform and Services for your own business communications is allowable under the specific terms of this Platform and Services.

3.4 The License is effective until terminated by you or us. You may stop using this Platform and Services at any time by deregistering your Account in accordance with section 2.8 of these Terms. We reserve the right to withdraw the License granted to you and thus terminate all or part of your rights under the License if you breach any term hereof in our sole discretion. You understand such termination may be without prior notification in urgent cases. Immediately after the License is terminated, you shall stop accessing and using this Platform and Services.

3.5 DESPITE ANYTHING TO THE CONTRARY HEREIN, WE RESERVE THE RIGHT TO NOT PROVIDE ALL OR PART OF OUR SERVICES TO ANYONE FOR ANY REASON AND/OR PERIOD OF TIME, AT OUR DISCRETION.

4. UPDATES OF THIS PLATFORM AND CHANGE TO SERVICES

4.1 We reserve the right, in our sole discretion, to enhance this Platform as well as to improve the Services. In order to enhance this Platform's functionality and improve Services, we may from time to time develop updates or new versions to this Platform (collectively "**Updates**"). You agree to accept such Updates to this Platform. You are not entitled to demand any update or change to the Platform or the Services.

4.2 We do not guarantee full time availability of the Platform and/or the Services. You understand you may not be able to utilize this Platform and Services due to system maintenance, appliance of Updates, or any other reasons caused by third parties. You understand that under some circumstances we may not be able to give prior notification of any interruptions to your access to and use of this Platform and Services.

4.3 WE ALSO RESERVE THE RIGHTS, IN OUR SOLE DISCRETION, TO SUSPEND PROVIDING THIS PLATFORM, UPDATES AND/OR SERVICES OR ANY PART THEREOF, OR PERMANENTLY TERMINATING SUCH SERVICES. Under such circumstances, we will send you advance notice through your email address registered with us or such other methods as is commercially practicable. You shall be responsible to timely check your email address registered with us for any such notices and take all measures necessary in order to save any data and continue your business. **YOU AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY UPDATES, MODIFICATION, SUSPENSION OR TERMINATION OF THIS PLATFORM AND SERVICES, WHERE WE HAVE GIVEN THE AFOREMENTIONED ADVANCE NOTICE.**

5. REGULATION ON USERS' CONDUCTS AND CONTENTS

5.1 In connection with accessing and using of this Platform and Services, you warrant that you shall not:

- (a) post, list or upload content or items in inappropriate categories or areas on this Platform or in violation of import and export control requirements;
- (b) breach or circumvent any applicable laws, third-party rights or our rules, systems or policies;
- (c) deliver any article or submit any information thereof that are prohibited or restricted in accordance with these Terms;
- (d) access and use this Platform and Services if you are not able to form legally binding contracts (for example if you are under 18) or are temporarily or indefinitely suspended from using the Services;
- (e) post false, inaccurate, misleading, defamatory, or libelous content;
- (f) disseminate obscenity, pornography, gambling, violence, murder, horror, or instigate others to crime;
- (g) transfer your Account to another party without our prior consent;
- (h) distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- (i) use the contact information of other users for any purpose other than in relation to a specific transaction on this Platform (which includes using this information to send marketing materials directly to other users unless such user has given explicit consent to receiving these materials);
- (j) distribute viruses, worms, Trojan horses or any other malwares that may harm, damage, interfere or limit the normal operation of this Platform (or any part thereof);
- (k) use any robot, spider, scraper or other automated means to access this Platform and Services for any purpose;
- (l) bypass our robot exclusion headers, interfere with the working of this Platform and the Services, or impose an unreasonable or disproportionately large load on our infrastructure;
- (m) infringe the copyright, trademark, patent, moral, database or other intellectual property rights (collectively, "**Intellectual Property Rights**") that belong to or are licensed to us. Some, but not all, actions that may be infringement are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to us or someone else;
- (n) infringe any Intellectual Property Rights that belong to third parties affected by your use of this Platform and Services or post content that does not belong to you;
- (o) harvest or otherwise collect information about other users, such as email addresses, without their consent; or
- (p) circumvent any technical measures we use to provide the Services.

You agree that you shall take full responsibility of any content submitted or posted by you on this Platform or through any Services, and such content shall not infringe or violate the rights of any third party, or violate any laws, or otherwise containing any of the foregoing content.

5.2 You undertake that you are the owner or permitted user of any content you submitted or sent and/or have all necessary rights, licenses, and authorization to distribute it, with the

submission or posting of such contents on this Platform. You undertake that all information provided by you to us is true and valid. Such information includes but not limited to the information on the one or more packet or parcel items requested by you to be stored, labeled, delivered or otherwise processed, including cargo, merchandise or other goods or materials. You will be responsible for all the information provided, which includes without limitation to the content of goods, value, characteristics, sender, recipient, storage condition, origin, and destination.

5.3 The title to the materials and/or content you submit or make available on this Platform or through Services remains with you. However, by submitting or posting such content, you grant us a worldwide, non-exclusive, perpetual (or for the duration of any copyright or other rights in such content), irrevocable, royalty-free, sublicensable (through multiple tiers) right to use, distribute, reproduce, modify, adapt, publish, translate, create and use derivative works, publicly perform and publicly display of such content on this Platform subject to the purpose for which such content was submitted or made accessible by you.

5.4 You acknowledge and agree that no responsibility or liability shall be imposed on us in any way for any content provided by others, nor shall we be obliged to pre-screen such content and you will not hold or attempt to hold us liable for inaccuracies of such content (if any). However, we may in our sole discretion pre-screen, move, refuse to display, modify and/or delete content at all times without the prior notice to whom the ownership of such content belongs if we determine that the content is inappropriate, improper and not in compliance with these Terms at any time or if such content is found to be in violation of these Terms or is otherwise objectionable. If we become aware of any content infringing applicable laws, we will take down such content.

5.5 We are open to any unsolicited feedback and suggestions related to this Platform and Services ("**Unsolicited Feedback**"). If you send any Unsolicited Feedback to us, you acknowledge and agree to grant us the rights to use and share such Unsolicited Feedback for any appropriate purpose related with this Platform and Services. In some cases, this Platform may collect from you written suggestions or problem reports ("**Reports**"). Such Reports shall be deemed as our property and may be used by us for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Reports.

5.6 You authorize us to use automated tools to translate your content for display purpose, in whole or in part, into local languages where such translation solutions are available. We may provide you with tools which will enable you to translate content at your request. The accuracy or availability of any translation is not guaranteed.

6. CONTENT PROVIDED BY US OR THIRD PARTY

6.1 This Platform and Services are protected by copyright, trademark, and other applicable laws. You shall respect Intellectual Property Rights of us and any third party with respect to this Platform and Services. Except as otherwise specifically provided in these Terms, we exclusively own all right, title and interest in and to this Platform and Services, including but not limited to all associated Intellectual Property Rights.

6.2 Your right to use this Platform and Services is only limited to the License under these Terms, and you acknowledge and agree that all Intellectual Property Rights in or to all or parts of this Platform and Services shall at any time remain to be our exclusive property or our Affiliates or respective licensors.

6.3 In the event that any infringements of us or any other third parties regarding respective Intellectual Property Rights occur, we reserve the right to remove, discontinue or terminate your access to such infringing material. As long as you acknowledge any of such infringement, please contact us

6.4 You acknowledge that the copyright or other proprietary statements of this Platform shall remain the same as originally preinstalled by us or our Affiliates or otherwise respective designees, and you agree that you will not remove or modify any copyright notices or similar proprietary statements on and to this Platform and Services, including but not limited to any electronic watermarks or other identifiers incorporated on this Platform.

7. ACCESS TO THIRD PARTY'S SITES, SERVICES OR CONTENTS

7.1 This Platform may enable you or other access third-party sites, services, contents, materials or other information (collectively, "**External Services**"). We are not responsible for the provision of or the content in any of these External Services, and you access all such External Services at your own risk. You acknowledge and agree that these Terms and any of other terms posted on this Platform cannot be deemed as the substitution of the terms of External Services and you shall be required to accept additional terms provided by third party in order to access to and use certain External Services. You agree that no derivative works based on External Services will be modified, rented, leased, loaned, sold, released, or invented in any manner by you with any kind of means.

7.2 You understand that certain content may be found to be improper or controversial during your use of any of the External Services, and you may be automatically and unintentionally lead to such objectionable material by searching or entering a particular URL. However, you agree to bear all the risks and consequences arising out from or in connection with your use of External Services without imposing any liability on us, our Affiliates, or respective agents with respect to any of such content which may be deemed improper or controversial.

7.3 You understand and agree that neither we/our Affiliates, nor respective agents are obliged to examine or evaluate the content, accuracy, integrity, promptness, validity, copyright compliance, legality, properness, decency, quality or any other similar or related aspect of such External Services. All the third party materials, links or websites provided by us, our Affiliates, and respective agents and officers are for the sole purpose to provide you with convenience and shall not be regarded as any warrant, acceptance or assumption of any liability or responsibility owed to you or any other third person in and/or to any External Services.

7.4 As we cannot not control such third party sites and/or materials, you understand and agree that we are not liable for the availability, integrity, timeliness, validity, copyright

compliance, legality, properness, decency, quality or any other similar or related aspect of such sites or resources, and shall in no event be liable or responsible for any content, advertising, products, information or materials on or available from such sites or resources. You further understand and agree that you shall bear all the risks arising out of or in connection with the use of and/or reliance upon such content, advertising, products, information or material without claiming any damages you incur, either directly or indirectly, as a result of your use and/or reliance upon the same against us.

7.5 We reserve the right to alter, suspend, remove, or disable access to any External Services at any time in our sole discretion without prior notice, and you acknowledge and agree that we will not be liable for any consequence caused thereof. We may also, without prior notice, set limits to the use of or access to certain External Services when we find it necessary or reasonable, and the set of limitation shall not in any event impose any liability on us and/or our Affiliates.

8. SERVICE FEES

8.1 You must have a payment method associated with your Account when using this Platform and Services hereunder and under the General Terms and Conditions for paying all fees and applicable taxes incurring in the process of using our Services by the payment due date.

8.2 If your payment method fails or your Account is past due, we may collect amounts owed by charging other payment methods on file with us, retain collection agencies and legal counsel, suspend or limit Services. In addition, you will be subject to late fees. We, or the collection agencies we retain, may also report information about your Account to credit bureaus, and as a result, late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you wish to dispute the information we reported to a credit bureau, please contact us. If you wish to dispute the information a collection agency reported to a credit bureau regarding your Account, you must contact the collection agency directly.

8.3 In order to use this Platform and Services, a compatible desktop or mobile device and access to Internet are required and shall be prepared by you. You shall also be responsible for any charges occurred therefor.

9. DATA PROTECTION AND PRIVACY

9.1 When accessing or using this Platform to obtain relevant Services, you may be required to provide us with your personal information and data ("**User Data**"). You are required to make sure the User Data you submitted is true, accurate, and complete, and to keep the same up-to-date. If the User Data you provided is untrue, inaccurate or incomplete, you may not be able to use this Platform and Services and we will assume no liability for such unavailability. Under such circumstances, we are also entitled to suspend or terminate your access or use of part or all of this Platform and Services.

9.2 You acknowledge and agree that you and we are each acting as independent controllers in respect of any personal data of your customers transferred or otherwise processed under these Terms and/or in connection with your use of the Platform or the Services. Notwithstanding any other provision of this Terms, in exercising our respective rights and performing our respective obligations under these Terms you and we shall each act, to the extent necessary, at all times comply with the data protection related laws and shall not do or omit to do anything which has the effect of placing the other party in violation of any such laws or regulations.

9.3 To the extent you receive from us or gain access to personal data, you shall:

- (a) process such personal data (i) only for the purpose the personal data has been transferred for, and (ii) only for the duration that you use the Platform or the Services;
- (b) take reasonable steps to ensure the reliability of all your personnel who have access to such personal data, and ensure that any such personnel are committed to binding obligations of confidentiality when processing such personal data;
- (c) implement and maintain technical and organizational measures and procedures to ensure an appropriate level of security for such personal data, including protecting such personal data against the risks of accidental, unlawful or unauthorized destruction, loss, alteration, disclosure, dissemination or access;
- (d) not cross-border transfer, access or process such personal data without taking measures to ensure that the relevant transfer, access or processing complies with the applicable data protection laws;
- (e) promptly inform us if any such personal data is (while within your or your subcontractors' possession or control) subject to a personal data breach or is lost or destroyed or becomes damaged, corrupted or unusable;
- (f) only appoint a third party (including any subcontractor) to process such personal data in accordance with applicable data protection laws, and notwithstanding any such appointment by you, you shall be liable for the acts and omissions of any such third party as if they were your acts and omissions;
- (g) provide us and any data protection authority with all information and assistance necessary or desirable to demonstrate or ensure compliance with the obligations in this section and applicable data protection laws;
- (h) take such steps as are reasonably required to assist us in ensuring compliance with our obligations under applicable data protection laws;
- (i) provide us with your full co-operation and assistance in relation to any request made by a data subject to exercise its rights under the applicable data protection laws in relation to that data subject's personal data.

9.4 You warrant that all User Data provided to us has been fairly and lawfully obtained and you have the authority to disclose such personal data to us for the purposes. Under any circumstances, you shall fully indemnify and keep us harmless against any and all liability incurred by us as a result of such breach.

9.5 Failure to abide by the aforementioned obligations may result in disciplinary action imposed by us up to and including account suspension.

10. INDEMNITY

10.1 You acknowledge and agree that you will defend, indemnify and hold us, our Affiliates and respective directors, officers, employees, agents, partners, suppliers and licensors harmless from any third party claim, including reasonable legal expenses, relating to or arising from:

- (a) your access to and use of this Platform and Services;
- (b) your breach of any applicable laws, regulations or these Terms (including the Privacy Policy and the General Terms and Conditions and other applicable terms posted on this Platform); and/or
- (c) your violation of any third-party rights including but not limited to Intellectual Property Rights.

11. DISCLAIMER OF WARRANTY

11.1 You expressly acknowledge and agree that use of this Platform and Services is at your own risk and that the entire risk as to satisfactory, quality, performance, accuracy and effort is with you.

11.2 This Platform and Services are provided on an “as is” and “as available” basis. We hereby explicitly make no representations and disclaim no expressed or implied warranties for this Platform and Services regarding their merchantability, satisfactory quality, fitness for a particular purpose, accuracy, and non-infringement of third-party rights. We further do not represent or warrant that the functions of this Platform and Services provided and performed by us and/or our Affiliates will meet your requirements, that this Platform and Services are appropriate or available for use in any particular location, that the operation of this Platform and Services will be uninterrupted, timely, secure, error-free or virus-free, that Services will continue to be made available, that defects of this Platform and Services will be corrected, or that this Platform will be compatible or work with any third party facility, device, software, applications or third party services.

11.3 Any data or information related to the geographic location, management method, physical status which is integrated by this Platform is for general informational purposes only, unless as otherwise committed under the requested services. No representation or warranty is given by us for the availability, accuracy, completeness, reliability, or promptness of such information and data displayed by this Platform, and thus you should not rely upon them as representations and warranties of binding effect.

12. LIMITATION OF LIABILITY

12.1 We shall be liable according to the statutory provisions but our liability shall be limited in accordance with this section 12 and the following section 13.

12.2 You acknowledge and agree that we, our Affiliates, and respective officers, employees, agents, partners and licensors shall generally only be liable for intent and gross negligence.

This includes but is not limited to any indirect, incidental, punitive, special or consequential losses, including without limitation to, property, income, loss of profits, reputation, opportunity, goodwill, data, replacement costs, or other intangible losses (even if the possibility of such losses has been advised to us), resulting from:

- (a) access or use, or failure to access or use this Platform and Services;
- (b) updating or failure to accept Updates made to this Platform and Services;
- (c) temporary or permanent cessation of the entire or part of this Platform and Services;
- (d) glitches, bugs, errors, or inaccuracies of any kind in this Platform and the Services;
- (e) the unauthorized access to or alteration of your transmissions or data;
- (f) the deletion of, corruption of, or failure to store and/or send or receive your transmissions or data on or through this Platform and Services;
- (g) any content, conduct, technology, product or service provided by any third party under their own terms of service;
- (h) matters which is not warranted by us as set out in section 11 above; and
- (i) any other matter relating to this Platform and Services.

12.3 Our total liability to you under these Terms or in any way related to these Terms, this Platform and Services, or your use of this Platform, Services or External Service shall not exceed in aggregate [the amount paid by you to us in the 12 months prior to the action giving rise to the liability].

12.4 You acknowledge and agree that we shall not be responsible or liable for any failure to perform, or delay in performance of, any obligations under these Terms caused by or related to any event out of our commercially reasonable control, unless these result from intent or gross negligence on our behalf. We shall only be liable for simple negligence where this is connected to a major principal obligation.

13. LIABILITY UNDER STATUTORY LAWS

13.1 These Terms are not intended to limit or exclude our liability for death or personal injury resulting from our negligence or willful misconduct or any other liability other than the above limitations.

14. AMENDMENT TO TERMS

14.1 These Terms shall govern any Updates to this Platform and Services in the event no updated Terms can be applied. We reserve the right to amend these Terms from time to time and will keep you informed by posting amended Terms on this Platform, or by sending them to your email account. You shall check this Platform and your email account occasionally in order to timely acquire the latest amendments to the Terms. Your continued use of this Platform and/or Services shall constitute an acceptance of any amended terms. If you do not agree with the amended Terms, you shall terminate your access to or use of this Platform and Services immediately.

15. MISCELLANEOUS

15.1 Headings

The headings of each clause are only for the convenience of your review and shall not be interpreted to conclude any legal or contractual obligations.

15.2 Entirety of the Agreement

These Terms and all the documents referred to hereunder constitute the entire agreement between you and us concerning your access to and use of this Platform and Services and completely replace any prior agreements between you and us in relation to this Platform and Services. Additional terms and conditions may be applied to you when you access or use any third-party service or content through this Platform.

15.3 Assignability

We may assign our rights and obligations to our Affiliates or third parties under these Terms with a [14] days' notice (without your prior express consent), provided that we assign these Terms on the same terms or terms that are no less advantageous to you.

15.4 Non-waiver

Our failure or delay in exercising any right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15.5 Severability

Any article of these Terms which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof.

15.6 Independency

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created under these Terms.

15.7 Applicable law

Residents of Mainland China, Hong Kong, Macau, Taiwan (collectively, "Greater China Region") Singapore, Malaysia, Thailand, Vietnam, Philippines, Indonesia, Japan or Korean:

We will provide the Services to you in the United Kingdom, Germany, Australia, Italy and the United States of America. The company providing Services to you in those countries/regions is [Orange Connex Global Group Limited]. These Terms, as well as any and all disputes and complaints that arise on the basis of, or in connection with, these Terms, its agreed subject matter or its constituent elements (including disputes or complaints unrelated to these Terms) shall be governed by the laws of [Hong Kong] (without regard to its rules governing conflict of laws).

Residents of other country/region outside the aforementioned region:

We will provide the Services to you in the United Kingdom, Australia, the United States of America, Germany and Italy. The companies providing Services to you in those countries/regions are [Orange Connex Global UK Limited], [Orange Connex Global AU PTY LTD], [Orange Connex Global Group Limited] and [Orange Connex Global Germany GmbH]. These Terms, as well as any and all disputes and complaints that arise on the basis of, or in connection with, these Terms, its agreed subject matter or its constituent elements (including disputes or complaints unrelated to these Terms) shall be governed by the laws of place where the Company is domiciled (without regard to its rules governing conflict of laws).

15.8 Place of jurisdiction

Residents of the Greater China Region, Singapore, Malaysia, Thailand, Vietnam, Philippines, Indonesia, Japan or Korean:

Any dispute arising under or in any way connected with terms and conditions of these Terms shall be subject to the exclusive jurisdiction of the competent court in the place where [Orange Connex Global Group Limited] is domiciled, unless contrary to applicable mandatory law.

Residents of other country/region outside the aforementioned region:

Any dispute arising under or in any way connected with terms and conditions of these Terms shall be subject to the exclusive jurisdiction of the competent court in the place where the Company is domiciled, unless contrary to applicable mandatory law.

15.9 Contact Us

Residents of the Greater China Region, Singapore, Malaysia, Thailand, Vietnam, Philippines, Indonesia, Japan or Korean:

If you have any questions about these Terms, please feel free to contact us at

[\[CN.Fulfillment@orangeconnex.com\]](mailto:CN.Fulfillment@orangeconnex.com).

Residents of other country/region outside the aforementioned region:

If you have any questions about these Terms, please feel free to contact us as below:

Germany: DE.Fulfillment@orangeconnex.com

United Kingdom: UK.Fulfillment@orangeconnex.com

Australia: AU.Fulfillment@orangeconnex.com

United States of America: CN.Fulfillment@orangeconnex.com

Italy: IT.Logistica@orangeconnex.com