

# PACKMAGE platform service agreement

Release date: October 15, 2017

## Prompt terms

- You are welcome to sign "PACKMAGE platform service agreement" (hereinafter referred to as "this agreement") with PACKMAGE platform operator(See the definition clause) and use the PACKMAGE platform service.

- This agreement is a revised version of the "PACKMAGE platform service agreement". Since the date of this agreement, the "PACKMAGE platform service agreement" has been referred to this agreement everywhere.

- The terms of the terms of each service are only used to help you understand the purpose of this clause, without affecting or limiting the meaning or interpretation of the terms of this agreement. In order to protect your own rights and interests, it is recommended that you carefully read the terms and conditions.

## [prudent reading]

You click agree to this agreement in the application for registration process before, should read this agreement, **please be sure to carefully read and fully understand the terms, especially with you agreed to waive or limit liability clause, applicable law and dispute resolution clause for the appointment with you.** If you have any questions about the agreement, please contact the customer service of PACKMAGE.

## [please note]

**If you do not agree to the above agreement or any terms and conditions, please stop registration and purchase.** According to the registration page you fill in the information, read and agree to this agreement and the

completion of all the registration procedures, which means you have fully read, understand and accept the entire contents of the agreement, and agree with PACKMAGE, become a "user" of PACKMAGE platform.

**I. related definitions and explanations:**

1. PACKMAGE: is PACKMAGE THECNOLGY CO., LIMITED (hereinafter referred to as "the company") has a service brand, members of the public can through the brand to determine relevant for the company or its recognition in the product or service from the PACKMAGE platform operators.

2. Packmage Platform (hereinafter referred to as "platform"): Refers to the company enjoyed by the domain name for the "www.packmage.com" or "www.packmage.net", and is committed to packaging product design and E-commerce sites and clients.

3. Platform services: is to point to in for the company based on the Internet, to contain the PACK MAGE website, such as the client, various forms, including the future technology development of a new pattern of services) to you and PACK MAGE platform operators to provide various services, and ultimately contribute to platform between the user and the platform operator packaging products sales or service agreement.

4. Packing box products or services: It refers to the specific product or service provided by the platform operator to the user. The product or service is different from the platform service. The service provider is the platform operator and the service receiver is the user.

5. Platform operator: The platform operator refers to the packaging and printing enterprises that use the platform to serve the products or services of the packaging boxes.

6. The same user: Use the same authentication information or platform to check that the actual control of multiple PACKMAGE accounts is the same

user.

## Ii. Scope of the agreement

### 1. Contract subject

[equal subjects] The service agreement of this platform is concluded by you, the platform operator and the company, and this agreement has the effect on you, the platform operator and the company.

[subject publicity] Using platform domain operators are likely to happen with you, in the order screen, can refer to public license information and certification information, payment system is shown in the certification body that is packaging products sales or service agreement with you platform operators. Under this agreement, the platform operator can be adjusted according to the business platform and change, change after the platform operator to perform this agreement, together with you and provide you with services, the platform operator changes will not affect your rights under this agreement, the platform operator may provide a new packaging for a product or service and the new, if you use the new packaging of products or services, together with you as you agree to the new platform operators perform packaging products sales or service agreement. When a dispute arises, you can determine the subject and dispute of your performance according to your specific service and specific behavioral objects that affect your rights and interests.

### 2. The supplementary agreement

Due to the high-speed development of the Internet, you, platform operators and for the company's agreement this platform in the listed terms and not a complete list and cover three sides, the rights and obligations of the provisions of the existing also can't guarantee completely accords with the demand of future development, therefore,

platform legal notices and privacy policy and rules are the supplementary agreement of this agreement, and this agreement is an integral and has the equal legal effect. If you use the platform service, you agree to the above supplementary agreement.

### Iii. Account registration and use

#### 1. User qualification

You confirm that you have the capacity to act in civil behavior before you start the registration process using the PACKMAGE platform. If you do not have the capacity for civil conduct that is commensurate with your actions, you and your guardian shall bear all the consequences resulting from the law.

In addition, you also need to ensure that no countries, international organizations or regional trade restrictions and sanctions or other laws, regulations and rules to object, otherwise you might not be able to register and use normal PACKMAGE platform service.

#### 2. Account description

**[account acquisition]** After you fill in the information, read and agree to this agreement and complete the registration procedure, you can obtain the PACKMAGE platform account and become the user of the PACKMAGE platform. Platform allows each user to use only one account, if you have any evidence or for the company according to the rules of the platform in the judgment, you have not registered or inappropriate use of multiple platforms account, available for the company in the platform to freeze or closed account, cancel the order and refused to provide services, such as to losses for the company and related party, you also shall bear the corresponding liability to pay compensation.

**[account usage]** You have the right to access the PACKMAGE platform using

your confirmed account and your password (account and password synthetic "account"). Because your PACKMAGE account is related to your personal information and the business information of the PACKMAGE platform, your platform account is only for your own use. Without the consent of the company, you may not be able to authorize a third party to use your PACKMAGE or to obtain information from your account directly or indirectly. According to the rules of the platform for the company in terms of default decision procedures and standard to judge the use of your account may endanger the security of your account and/or PACKMAGE platform of information security, in the company can refuse to provide the corresponding platform services or termination of this agreement.

**[account transfer]** You may transfer your account only if there is a legal stipulation, a judicial decision or an agreement with the company. Your account has been transferred and the rights and obligations under this account are transferred together. In addition, your account shall not be transferred in any way, otherwise the company shall have the right to hold you liable for breach of contract, and all the responsibilities arising therefrom shall be borne by you.

**[real-name certification]** For platform operators, in order to make better use of the platform service and guarantee account security, the company may require you to complete the real-name certification according to the payment and settlement requirements and the law.

**[non-active account recovery]** If your account meets the following conditions, the company can recycle your account, your account will not be able to login to the platform, and the corresponding service will be terminated at the same time:

(1) for six consecutive months, not used in the login platform and Packmage CAD software;

(2) there is no valid business that has not expired.

### 3. Registration information management

(1) when using the platform service, you shall, in accordance with the platform of the page, provide your information prompt accurate, complete, including your name and email address, phone number, address, etc.), in order to contact you for company or platform operators. You understand and agree that you are obligated to maintain the authenticity and validity of your information.

(2) you should update the information you provide, shall be specified in the legal requirements for the company as a platform service provider must verify the information for some users, for the company will be in accordance with the inspection on your information to verify, you shall cooperate in providing the latest information, true, complete and effective. Such as in according to the last time you provide information for the company to contact you failed, you did not provide timely information according to requirements of the platform, the information you provide obvious false or administrative judicial organ to verify the information you provide is invalid, you will do so for you, the others and with all the losses resulting from the adverse consequences for the company. Company can sent you ask or request for rectification notice, and ask you to authentication, to suspend, terminate the provide some or all of the platform service for you, in this is not liable for the company.

### 4. Account security specification

[**account safekeeping obligation**] Your password for your account is set up and kept by you, and the company will not ask you to provide your account password at any time. Therefore, it is recommended that you take care of your account and ensure that you log out at the end of each session and

leave the platform in the right way. Account because of your active disclosure or because you others attack, such as fraud behavior lead to the loss and consequences, the does not assume responsibility for the company, you should be through the judicial, administrative and other relief way of recourse against the tortfeasor.

[account behavior responsibility] Except for the company at fault in your response to all actions under your account (including but not limited to all kinds of agreement, release information, to purchase goods and services and the disclosure of information, etc.).

[Daily maintenance instructions] If found any unauthorized use of your account login platform or other may cause your account stolen, lost, it is recommended that you immediately notify platform staff, your understanding for the company to take action against any request you need reasonable time, and should you request and the action for the company in May not be able to avoid or prevent the formation of the consequences of infringement or expand, except for company legal fault in the is not liable for the company.

#### Iv. Platform service and specification

[overview of service] You have the right to enjoy the purchase and evaluation of packing box products and/or services on the platform. The platform provides a wide range of services, and you can visit the platform.

##### 1. Packing box products and/or service purchase and evaluation

[Packaging products and/or services purchase] When you on the platform to purchase goods and/or services, please be sure to confirm the purchase price of the product, quantity, type, specification, size or service time, contents, requirements and other important issues limiting, and in order to verify the information such as your contact address, telephone,

consignee. If the consignee you filled in is not your own, the legal consequences of the consignee's behavior and meaning are borne by you.

Your purchase behavior should be based on real consumption demand. You should not have the behavior of maliciously purchasing goods and/or services and disrupting the normal trading order of the platform. Based on the need to maintain the transaction order and transaction security of the platform, the company can actively execute the closing of related transaction orders and other operations in the above situations.

[Evaluation] You have the right to evaluate the platform operators who have reached a deal with you in the evaluation system provided by the platform. You should understand, you on the platform of evaluation information is public, if you don't want to in the assessment information to disclose your identity information to the public, you have the right to choose through the anonymous form evaluation content.

Your all evaluation activities shall comply with the rules of the platform, the relevant provisions of the evaluation content should be objective truth, and should not contain any foul language, scatological, advertising information, and the laws and regulations and other prohibitive information specified in this agreement; You should not use improper means to promote credit or use evaluation rights to threaten and blackmail other users. The company may, in accordance with the rules of the platform, delete or block the evaluation information generated by the above actions.

## 2. Transaction dispute resolution

[trade dispute resolution approach] If you are in dispute with the platform operator during the platform transaction, either of you or the platform operator has the right to choose the following solutions:



- (1) to negotiate independently with the other party;
- (2) use of the dispute mediation service provided by the platform;
- (3) request the consumer association or other mediation organizations established according to law to mediate;
- (4) to complain to the relevant administrative department;
- (5) submit to the arbitral body for arbitration according to the arbitration agreement reached by the other party (if any);
- (6) bring a lawsuit to the court.

**[platform mediation service]** If you use the platform dispute mediation services platform based on rules, say you agree and willing to perform platform customer service or public judges ("mediation") as an independent third party according to its know to dispute the facts and in accordance with the rules of the platform of the mediation decision (including adjusting the order to dispute the transaction status, the clearance of all or part of payment to deal one or both parties, etc.). In front of the platform the mediation decision, you can choose the (3), (4), (5), (6) way (hereinafter referred to as "other dispute processing way") to settle to suspend dispute mediation services platform.

**If you are not satisfied with the mediation decision, you still have the right to take other dispute processing way to settle, but has not obtained through other dispute processing way before the final decision, you still should perform the mediation decision.**

### 3. Cost

The service provided by the company for the company has paid a great deal of cost, except for the platform express fee business, the platform service provided by the company to you is currently free of charge. Such

as reasonable to charge you for the company in the future, will take reasonable means for the company and with enough reasonable deadline in advance through the legal procedure and inform you in article 8 of the agreement agreed by the way, make sure you have adequate choice.

#### 4. Limitation of liability

[Force majeure and third party reasons] In basic guarantee obligations in accordance with the law for the company, but for the following reasons lead to the obstacles of the contract, to perform the flaws, delay or to perform content change situation, for the company does not undertake the corresponding liability for breach of contract:

(1) force majeure factors such as natural disasters, strikes, riots, wars, government ACTS and judicial decrees;

(2) due to power supply failure, communication network failure and other public service factors or third party factors;

(3) in the case of management of the company in good faith, due to routine or emergency equipment and system maintenance, equipment and system failure, network information and data security, etc.

[massive information] The company only provides platform service to you, and you understand that the information system platform operators of the platform release themselves, and there may be risks and defects. The company will establish the relevant inspection and monitoring system according to law to ensure your legal rights and good experiences on the platform. At the same time, given the platform with huge amounts of information and information under the network environment and the characteristics of physical separation, unable to go through for the company in packaging products and/or service information, unable to go through exchanges involving packaging products and/or service quality,

safety and legality, authenticity, accuracy, you should be careful to judge.

[mediation processing decision] You and platform operator understands and agrees that, in the dispute mediation services, platform service, public judges are not professional, can only to ordinary people's cognition to judge your submitted documents and platform operators. Therefore, in addition to intentional or gross negligence, the mediation party has decided to disclaimer the dispute.

## V. Protection and authorization of user information

### 1. The protection of personal information

For the company attaches great importance to the users' personal information (i.e. independently or combined with other information to identify the user identity information protection, in you are using for the company to provide the platform of service, you agree to the company in accordance with the in the privacy policy posted on the platform of collection, storage, use, disclosure, and to protect your personal information. In the hope that through privacy policy for the company to you clearly introduce the way of your personal information for the company, therefore you are advised to fully read the privacy policy, in order to help you better protect your privacy.

### 2. Non-personal information assurance and authorization

[release of information] You declare and guarantee that you have corresponding and legitimate rights to the information you publish. Otherwise, the company may delete or block the information issued to you according to law or in accordance with this agreement.

[prohibitive information] You should ensure that the information you publish does not include the following:

- (1) violation of the prohibition of laws and regulations of the state;
- (2) political propaganda, feudalistic superstition, obscenity, pornography, gambling, violence, terror or abetting crimes;
- (3) fraudulent, false, inaccurate or misleading;
- (4) violating the intellectual property rights of others or involving third party business secrets and other proprietary rights;
- (5) insulting, defaming, threatening or involving other people's legitimate rights and interests;
- (6) possible damage, tampering with or deletion, affect the normal operation or unauthorized secret any system access platforms and other user data, personal data of the virus, Trojan, reptiles and other malicious software, program code;
- (7) other breaches of social public interest or public morality or the provisions of the relevant platform agreements and rules are not suitable for release on the platform.

[authorized use] For you to provide, release, and formed in the platform service in addition to the personal information of text, images, video, audio and other non-personal information, during the term of the protection of the law you grant the permission for the company use rights for free and license to other third party to use and can own name infringement evidence and filed a lawsuit against a third party's rights. You agree to the storage, use, copy, for the company to revise, edit, publish, display, translate and distribute your personal information or its derivative works, and in the form of a known or development in the future, the media or technology within the above information into other works.

Vi. User defaults and handling

## 1. Breach of contract that

If one of the following circumstances occurs, it shall be deemed as your default:

(1) violation of relevant laws and regulations when using platform services;

(2) breach of this agreement or the supplementary agreement of this agreement.

In order to adapt to the development of e-commerce and meet the demand of mass users for efficient and high-quality services, you understand and agree that the company can stipulate the procedures and standards for the default recognition in the platform rules. For example, the relationship between your user data and mass user data can be determined to determine whether you constitute a default. You are obliged to give full proof and reasonable explanation of your abnormal data, otherwise it will be deemed as a default.

## 2. Default handling measures

[information processing] If the information you post on the platform constitutes a breach of contract, the company may immediately delete and block the corresponding information according to the corresponding rules. For platform operators, the company can handle the packaging box products or services.

[behavioral limitations] You implement the behavior constitute a default on the platform, the company can according to the corresponding rules for you to perform account points, limited participation, suspended provide you with some or all of the services, draw processing measures such as liquidated damages. If your actions constitute a fundamental breach of contract, the company may seal your account and terminate the

service to you.

[processing results are shown] The company may make public information on the information of the above breach and other illegal information confirmed by the administrative or judicial authorities of the state.

### 3. Liability

If your actions cause losses to Zhongwei Company (including its own direct economic losses, loss of goodwill and indirect economic losses such as external compensation, settlement, legal fees, litigation fees, etc.), you should compensate Zhongwei Company for the above All losses. If your behavior causes Zhongwei Company to suffer a third party claiming rights, Zhongwei Company may recover all losses from you after assuming obligations to the third party for monetary payment.

### 4. Specifically agreed

[commercial bribery] If you offer such as employees or consultants for the company in the physical, cash and cash equivalents, labor services, tourism and other value significantly beyond normal business interests, can be regarded as you have the commercial bribery. In the above situation, for the company can be immediately put an end to all the cooperation with you and charge you a penalty due to breach of contract and/or damages, in such amount to the company for your economic losses and reputation losses suffered by the bribery as a calculation basis.

[related processing] As you as a result of serious breach of contract in the termination of this agreement, for the company for the purpose of the order and protecting consumer rights and interests maintenance platform, can for the company to the cooperation with you in any other agreement to suspend or terminate the agreement of the measures, and inform you in the form of article 8 of the agreement contract.

As in other agreements signed with you for the company expressly agreed upon in the cooperation under this agreement to you for correlation, for maintenance platform for the company in order and protect consumers' rights and interests, the purpose of to suspend or terminate the agreement after receiving instructions and and inform you in article 8 of the agreement agreed by the way.

#### Vii. Changes to the agreement

1. May change according to the national laws and regulations for the company and maintaining trading order, to protect consumers' rights and interests needs, the supplementary agreement to modify this agreement from time to time, change after the agreement, the supplementary agreement (hereinafter referred to as the "change") will be through the legal procedure and inform you in article 8 of the agreement agreed by the way.

2. If you do not agree to change matters, you have the right to contact the company for feedback before the effective date of change is confirmed. If the feedback is adopted, the company will adjust the changes as appropriate.

3. If you do not agree with the change matters that have come into force, you should stop using the platform service on the effective date of the change, and the change will not be effective to you; If you continue to use the platform service after the change has entered into force, it is considered that you agree to the change that has been in force.

#### VIII. Notification

##### 1. Effective contact information

(1) you in the register as a platform for users, and accept the platform service, you should offer to the company in the real and effective contact information (including your email address, phone number, address, etc.),

the contact information is changed, you have an obligation to update relevant information, and can be connected.

(2) the system information generated by your users on the registration platform can also be used as your effective contact information.

**Will give you the contact way for the company in one or several of the service to you all kinds of notices, and the content of such notice may to your rights and obligations have a significant positive or negative impact, please make sure that your immediate attention.**

You have the right to obtain commercial information such as advertisement information, promotion preference and other commercial information of your interest through the email address you filled in. **If you are not willing to receive such information, you have the right to cancel the corresponding cancellation function provided by the company.**

## **2. Service of notice**

(1) the notice sent to you through the contact information for the company, which issued a written notice, in the form of electronic notice including but not limited to the platform, provide you with the contact phone number to send SMS, provide you with email addresses to send e-mails, system messages sent to your account and site information, after sending will be deemed delivered after the success, Written notice issued by paper carrier shall be deemed to be served on the fifth natural day after the delivery of the contact address.

(2) for any dispute caused by trading activities on the platform, you agree to the judicial organs (including but not limited to) of the people's court can be by SMS, E-mail or mail delivered to your legal documents (including but not limited to litigation documents). You specify to receive legal documents cell phone number, email and other contact information for your



registration and update the platform to provide mobile phone number, E-mail contact, the judicial organs to the above contact information deemed to be served as a legal document. The mailing address you specify is your legal contact address or the valid contact address you provide.

(3) you agree to the judicial authorities may take more than one or more ways of service of legal documents to you, the judicial organs to take a variety of ways to the legal document to you, the delivery time will be subject to the first arrived in the way of service.

(4) you agree that the above delivery mode is applicable to all judicial proceedings. Such as entering proceedings, including but not limited to one trial, second instance, retrial, execution and supervision procedure. You should ensure that the contact information provided is accurate, valid, and updated in real time. If due to provide contact information is not exact, or does not inform the change after contact, make legal documents could not be served or not timely delivery, shall be borne by you the possible legal consequences.

## **Ix. Termination of the agreement**

### **1. Termination situation**

**[termination of user initiation]** You have the right to terminate this agreement in any of the following ways:

(1) you cancel your account through the self-service service of the website when the conditions of the account cancellation of the platform are satisfied;

(2) before the change takes effect, you cease to use and express your unwillingness to accept the change;

(3) you are not willing to continue to use the platform service and meet the termination conditions of the platform.

[the termination of the company] In the event of the following circumstances, the company may terminate this agreement by informing you in the manner listed in article 8 of this agreement:

(1) if you violate this agreement, you will terminate this agreement in accordance with the terms of the breach;

(2) your information, publish illegal appropriation account, diddle property, counterfeits, disrupted the market order, take unfair means profit behavior, such as the basis for the company platform to seize the rules for your account;

(3) in addition to the above circumstances, the company has been seized by the company in accordance with the rules of the platform for the violation of the rules of the platform and the seriousness of the circumstances;

(4) your account is recovered by the company in accordance with this agreement;

(5) you are guilty of fraud, publication or sale of counterfeit or counterfeit goods, infringing upon the legitimate rights and interests of others or any other serious breach of contract;

(6) other situations where services should be terminated.

## 2. Processing after termination of the agreement

[user information disclosure] After the termination of this agreement, the company shall not be obligated to disclose any information in your account to you or any third party that you have appointed except for the explicit provisions of the law.

[the company's rights] After the termination of this agreement, the company shall enjoy the following rights:

(1) continue to preserve the information of all types listed in article 5 of this agreement that you have retained on the platform;

(2) for your past default actions, the company may still be held liable for breach of contract in accordance with this agreement.

[deal processing] After the termination of this agreement, during the term of this agreement for you to produce the trade order, for the company can inform trade each other and according to the trade each other will decide whether to close the trade order; If the other party demands continued performance of trading, you such trade order and shall continue to perform this agreement and the provisions of the trade order, and so any loss or increase any charge.

#### X. Application of law, jurisdiction and other

[Applicable law] The conclusion, entry into force, interpretation, Amendment, Supplement, termination, execution and dispute settlement of this Agreement shall be governed by the laws of the PRC mainland, and in the absence of relevant provisions of the law, reference to business practices and/or industry practices.

[Jurisdiction] For the use of platform service and the dispute relating to the service of the platform, the company will negotiate with you through negotiation. If the negotiation fails, either party may bring a lawsuit to the people's court of guangzhou panyu district.

[separability] Any provision of this agreement shall be deemed to be nullified, invalid or unenforceable, which shall be deemed to be separable without affecting the validity and enforceability of the remaining provisions of this agreement.