

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**  
Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): July 13, 2021

**Orbsat Corp.**

(Exact name of registrant as specified in its charter)

**Nevada**  
(State or other jurisdiction of  
incorporation or organization)

**001-40447**  
(Commission  
File Number)

**65-0783722**  
(I.R.S. Employer  
Identification No.)

**18851 N.E. 29th Ave., Suite 700, Aventura, FL 33180**  
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (305) 560-5355

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbols(s)	Name of each exchange on which registered
Common Stock, par value \$0.0001	OSAT	The Nasdaq Stock Market, Inc.
Warrants	OSATW	The Nasdaq Stock Market, Inc.

**Item 8.01 Other Events**

On July 13, 2021 Orbsat Corp (the "Company") announced that its Global Telesat Communications ("GTC") unit has entered into an agreement with Alibaba.com, the B2B (Business-to-Business) e-commerce website owned and operated by Alibaba Group Holding Limited, also known as Alibaba Group (NYSE: BABA; HKEX: 9988), a Chinese multinational technology company specializing in e-commerce, retail, internet, and technology. GTC will be a Gold-level Supplier on Alibaba.com, the world's largest Business-to-Business (B2B) e-commerce website.

Under the agreement entered into by GTC, attached hereto as Exhibits 10.29, 10.30, and 10.31, GTC significantly expands its 24/7/365 e-commerce presence with the launch of its latest global storefront. Orbsat expects to launch its new storefront during the third quarter with an extensive range of satellite IoT and connectivity products. These will include Orbsat's specialized satellite tracking products, some of which operate using the Company's many ground station based network processors, and can be used to track and monitor the location of cars, trucks, trailers, boats, containers, animals, and other remote assets. Orbsat's full catalog of 500+ products and connectivity services will be available on Alibaba.com by the start of the first quarter of 2022.

The Company will pay an annual fee of \$5,999 under the agreement. The agreement will continue on an year-to-year basis.

A copy of that press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference. The foregoing disclosure is qualified by the full text of the press release.

**Item 9.01. Financial Statements and Exhibits.**

**Exhibits.**

**Exhibit No. Description**

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10.29 [Alibaba.com Supplemental Services Agreement](#)  
10.30 [Alibaba.com Transaction Services Agreement](#)  
10.31 [Alibaba.com Terms of Use](#)  
99.1 [Press Release Dated July 13, 2021](#)

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**Signature**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

By: /s/ Charles M. Fernandez  
Name: Charles M. Fernandez  
Title: Executive Chairman & Chief Executive Officer

Dated: July 13, 2021

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## Alibaba.com Supplemental Services Agreement

(Updated as of April 30th, 2021)

PLEASE READ THIS AGREEMENT CAREFULLY

This services agreement (the "Agreement" ) is made between you, as a User (as defined below), and the Alibaba.com entity listed below ( "Alibaba.com" or "we" ), which supplements the Alibaba.com Transaction Services Agreement regarding your use of the Alibaba.com Supplemental Services (as defined below) provided to registered members of the www.alibaba.com online site ( "Alibaba.com Site" ). If you are registered or resident outside mainland China, you are contracting with Alibaba.com Singapore E-Commerce Private Limited (incorporated in Singapore with Company Reg. No. 200720572D). If you are registered or resident in mainland China, you are contracting with Alibaba.com Singapore E-Commerce Private Limited and its affiliate(s) which provides technical support in connection with the transaction services utilizing its strengths in network technologies, etc.

### 1. Acceptance of Terms

1.1 You acknowledge that you have read this Agreement prior to your use of Alibaba.com Supplemental Services. Each time you use Alibaba.com Supplemental Services you confirm that you agree to be bound by the terms and conditions of this Agreement and any subsequent amendments or modifications as may be made from time to time.

1.2 As some or part of the Alibaba.com Supplemental Services may be supported and provided by affiliates of Alibaba.com, Alibaba.com may delegate some of the Alibaba.com Supplemental Services to its affiliates.

1.3 We may amend this Agreement at any time by posting an updated version at www.alibaba.com (the "Alibaba.com Site" ). The updated version of this Agreement shall take effect immediately upon posting. By continuing to use the Alibaba.com Supplemental Services, you agree to that the amended terms will apply to you.

### 2. Alibaba.com Supplemental Services

2.1 The "Alibaba.com Supplemental Services" are services provided by Alibaba.com and our affiliates to facilitate payments in connection with the online transactions concluded on and through the Alibaba.com Sites. These transactions ( "Online Transactions" ) are subject to the Alibaba.com Transaction Services Agreement . Unless otherwise defined in this Agreement, the capitalized terms shall have the same meanings as used in the Alibaba.com Transaction Services Agreement.

2.2 The Alibaba.com Supplemental Services are only available to the registered members of the Alibaba.com Sites ( "Users" ). A User who purchases or acquires any product or service in an Online Transaction is referred to also as a "Buyer" , and a User who sells or

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provides any product or service in an Online Transaction is also referred to as a "Seller" . If your subscription to any membership services of the Alibaba.com Sites expires or is terminated for any reason, you are not eligible to use the Alibaba.com Supplemental Services to conclude online transactions on Alibaba.com Sites. In addition, Alibaba.com is not obliged to provide the Alibaba.com Supplemental Services where the bank account designated by a Seller in an Online Transaction to receive the transaction price has not been verified and confirmed by Alibaba.com and our affiliates.

2.3 Alibaba.com shall have the right to refuse to provide the Alibaba.com Supplemental Services for any Online Transaction if (a) the Online Transaction does not satisfy the terms and conditions in the Alibaba.com Transaction Services Agreement or the other applicable terms, rules and policies concerning Alibaba.com' s transaction services under the Alibaba.com Transaction Services Agreement in accordance with Alibaba.com' s instructions or (b) if Alibaba.com has reason to believe that the Online Transaction may violate any laws, rules or regulations or may otherwise subject Alibaba.com or any of our affiliates to liability.

2.4 You agree that Alibaba.com shall have the sole and absolute discretion to remit funds subject to the terms of this Agreement.

### **3. Alibaba.com Supplemental Services for Online Transactions**

3.1 Buyer of an Online Transaction shall pay the full transaction price listed for the Online Transaction to the Seller through the Alibaba.com Website or Alipay website unless another option is made available directly by Alibaba.com on the Alibaba.com Site. When using Alibaba.com to submit payment for an Alibaba.com Online Transaction, payments are processed through accounts owned by Alibaba.com or one of its affiliates and/or a registered third party service provider acting on Alibaba.com' s behalf. The funds are received for the Seller in accordance with the Alibaba.com Transaction Services Agreement. The Seller agrees that the Buyer' s full payment of the transaction price listed for the Online Transaction to Alibaba.com constitutes final payment to the Seller and Buyer' s payment obligation for the Online Transaction is fully satisfied upon receipt of funds by Alibaba.com' s account. The payment must be made in US Dollar or any other currencies as supported by Alibaba.com from time to time.

3.2 Upon receipt of the Buyer' s payment, Alibaba.com shall promptly notify Alibaba.com Sites of the details of the payment. Alibaba.com shall also monitor and keep safe custody of the received funds and shall not release the funds unless an event set forth in clause 3.3 below occurs.

3.3 Alibaba.com shall retain the funds received in connection with an Online Transaction unless, as agreed between Seller and Alibaba.com, any of the following events occurs:

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- (a) in case of the successful completion of the Online Transaction upon Buyer' s confirmation, all the funds will be remitted to Seller;
  - (b) in case of absence of the Buyer 's confirmation of receipt of the goods within the time limit prescribed by Seller and as agreed by Alibaba.com, all the funds will be remitted to Seller;
  - (c) in case of the cancellation of the Online Transaction, all the funds will be refunded to the Buyer;
  - (d) in case of any settlement agreement reached by Buyer and Seller, the funds will be disposed of in accordance with such settlement agreement;
  - (e) in case that a dispute in relation to Transaction Services has been submitted to Alibaba.com Sites for Alibaba.com' s determination and Alibaba.com' s determination has become final and binding according to clause 10 of the Alibaba.com Transaction Services Agreement, the funds will be disposed in accordance with Alibaba.com' s determination; or
  - (f) if Alibaba.com or our affiliates receive any order, ruling, award, or judgment from a competent court, arbitration tribunal or authority which directs us to release the funds, the funds will be disposed of in accordance with such order, ruling, award, or judgment.
- Alibaba.com is not holding any funds on behalf of the Buyer, or in any escrow or trust relationship. The seller has requested that the settlement of funds to the Seller be delayed as provided in this clause 3.3.

3.4 You acknowledge that Alibaba.com may also provide a buyer protection plan for certain Online Transactions. In case of Seller who has been offered to subscribe to the buyer protection plan, upon entering into a separate agreement with Alibaba.com, Seller may be required to provide deposits using the methods as designated by Alibaba.com on the Alibaba.com Sites to secure Seller' s due performance of obligations under the relevant buyer protection plan. Seller agrees to permit and hereby authorize Alibaba.com, which in turn instructs Alibaba.com to deduct, withhold and dispose of any deposits provided in accordance with the terms under the relevant buyer protection plan. Buyer acknowledges and agrees that the protection afforded to you under a buyer protection plan applies to those Online Transactions where the Seller subscribed to such plan and the purchase falls within the buyer protection plan' s scope. Services described under clause 3.3 of this Agreement will not be applicable to you if Seller subscribed to the buyer protection plan and such plan already covers your purchase.

3.5 When releasing any funds, Alibaba.com shall have the right to deduct any financial charges or service fees due and payable to Alibaba.com (if any) in such amount as instructed by Alibaba.com pursuant to the agreement between Seller and Alibaba.com.

3.6 In the event that the Buyer makes payment in a currency that is different from the currency stated in the transaction price of the Online Transaction, any refund made by

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Alibaba.com to the Buyer pursuant to this Agreement shall be made in the currency used by the Buyer in the Online Transaction, at the exchange rate utilized by Alibaba.com to convert from the currency stated in the transaction price as at the date of refund (or such other applicable date), less any applicable charges or fees set out in Clause 3.5 of this Agreement. Due to currency fluctuations, such amount refunded may be less than the amount paid by the Buyer in the Online Transaction, and Alibaba.com shall not be liable to any party for any difference in the amount refunded attributable to currency conversion costs or exchange rate movements.

3.7 Unclaimed funds will be held by Alibaba.com for a period of five years as instructed by Alibaba.com, at which time, the Seller will be deemed to have waived any claim in respect of such funds or if required by applicable escheat laws, we will remit the funds (less any fees, if any and to the extent permitted under applicable laws) to the relevant competent authority. You hereby agree that upon expiry of such period or upon remittance of such funds to the relevant competent authority in accordance to the applicable escheat laws, Alibaba.com will be relieved of any further obligation to pay those unclaimed funds to you.

3.8 You acknowledge and agree that Alibaba.com may receive interest for the funds held on behalf of you pursuant to Alibaba.com Supplemental Services rendered to you in accordance with applicable laws and you will not receive interest or other profits in relation to the Alibaba.com Supplemental Services.

#### **4. Users' Responsibilities**

4.1 All Online Transactions are concluded by and between Users only. You shall complete Online Transactions in accordance with the Alibaba.com Transaction Services Agreement and Alibaba.com Sites' terms, rules and policies. You agree that you will not hold Alibaba.com and our affiliates or agents liable for any Online Transaction or any products or services supplied under any Online Transaction.

4.2 You agree to give all notices, provide all necessary information, materials, and approval, and render all reasonable assistance and cooperation necessary for Alibaba.com's provision of the Alibaba.com Supplemental Services. If your failure to do so results in any delay in the provision of any Alibaba.com Supplemental Services or cancellation of any Online Transaction, Alibaba.com and our affiliates shall not be liable for any loss or damages arising from such delay.

4.3 You represent and warrant that:

- (a) you will use the Alibaba.com Supplemental Services in good faith and in compliance with all applicable laws and regulations;
  - (b) the information and material you provide in connection with the use of the Alibaba.com Supplemental Services is true, lawful and accurate, and is not false, misleading or deceptive;
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(c) you will not use the Alibaba.com Supplemental Services to defraud Alibaba.com, our affiliates or other members or users or engage in other unlawful activities (including without limitation dealing in products or services prohibited by law);

(d) in case that you are a Seller of products, you have the legitimate right and authorization to sell, distribute or export the products using the Transaction Services and such products do not infringe any third party' s rights;

(e) in case that you are a Seller of products, you have good title to the products ordered under the Online Transaction, and the products meet the agreed descriptions and requirements; and

(f) in case that you are a Seller of services, you will provide the services ordered with reasonable care and skills; and

(g) in case that you are a Seller of products that require a warning under California Health & Safety Code Section 25249.6 (a "Proposition 65 Warning" ) you (a) will promptly display a Proposition 65 Warning on the product detail page as required under the relevant law; (b) authorize Alibaba.com to display a Proposition 65 Warning on your behalf; and (c) will only revise or remove a Proposition 65 Warning for a product when the prior warning needs to be modified or is no longer legally required, as the case may be.

4.4 If in Alibaba.com' s opinion, any User is not acting in good faith, abusing the Alibaba.com Supplemental Services, or in breach of this Agreement, Alibaba.com shall have the right to cancel the Online Transaction.

4.5 You as the User shall be solely responsible for payment of any taxes, duties or other governmental levies or any financial charges that may be imposed on any products or services purchased or supplied through the Alibaba.com Supplemental Services or otherwise arising from the Online Transaction.

4.6 You agree to indemnify Alibaba.com and our affiliates and our employees, directors, officers, agents and representatives and to hold them harmless, from any and all losses, damages, actions, claims and liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, from your use of the Alibaba.com Supplemental Services or from User' s breach of this Agreement. Alibaba.com reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by User, in which event User shall cooperate with Alibaba.com in asserting any available defenses.

#### **5. Personal Data Privacy**

5.1 You agree that we may collect, hold, use and transfer your personal data in accordance with the Privacy Policy of the Alibaba.com Sites.

#### **6. Suspension of Systems**

6.1 If you are unable to use the Alibaba.com Supplemental Services directly or indirectly due to any of the following reasons, you agree you will not hold Alibaba.com its affiliates

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or agents liable for any default, delay or failure in performing its obligations under this Agreement:

- (a) system suspension which has been announced by Alibaba.com in advance;
- (b) any Force Majeure Event (as defined under Clause 8).

#### **7. Disclaimer and Limitation of Liability**

7.1 Alibaba.com will only be liable for the obligations expressly set forth in this Agreement.

7.2 You agree that all risks arising from the Online Transaction will be borne by you and your counterparty.

7.3 Users' information is provided by Users themselves. Alibaba.com makes no representation or warranty with respect to the accuracy, truthfulness and completeness of the Users' information. You will be solely responsible for all consequences resulting from your own judgment and decision to use or otherwise rely on such information.

7.4 Alibaba.com makes no warranty regarding the Alibaba.com Supplemental Services or any products or services supplied by the sellers under any Online Transaction, including but not limited to:

- (a) the Alibaba.com Supplemental Services will meet your requirements;
- (b) the Alibaba.com Supplemental Services will be uninterrupted, timely or error-free; OR
- (c) any products, information or material obtained by you in connection with the Alibaba.com Supplemental Services will meet your requirements.

7.5 Any proposal or material that you may obtain from Alibaba.com or our staff or through the use of the Alibaba.com Supplemental Services, whether in writing or oral, shall not constitute Alibaba.com's warranty regarding the Alibaba.com Supplemental Services.

7.6 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE FULL EXTENT PERMITTED BY LAW THE SERVICES ARE PROVIDED ON THE "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASES. ANY AND ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED AND EXCLUDED.

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

7.8 THE AGGREGATE LIABILITY OF ALIBABA.COM AND OUR AFFILIATES ARISING FROM THE ALIBABA.COM SUPPLEMENTAL SERVICES IN CONNECTION WITH ANY ONLINE

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TRANSACTION SHALL NOT EXCEED THE TOTAL REMUNERATIONS THAT ALIBABA.COM MAY DERIVE FROM SUCH TRANSACTION.

7.9 By using the Alibaba.com Supplemental Services, you acknowledge and agree that Alibaba.com is not a bank and the Alibaba.com Supplemental Services should in no way be construed as the provision of banking services. Alibaba.com is not acting as a trustee, fiduciary or escrow with respect to User' s funds and it does not have control of, nor liability for, the products or services that are paid for with the Alibaba.com Supplemental Services. Alibaba.com does not guarantee the identity of any User or ensure that a Buyer or a Seller will complete a transaction on Alibaba.com Sites.

7.10 Some states do not allow the exclusion of implied warranties or the limitation or exclusion of liability for incidental or consequential damages, so the foregoing exclusions or limitations may not apply to you. You may also have other rights that vary from state to state.

7.11 If you have a dispute with other parties, you release us (and our affiliates and officers, directors, agents, and employees thereof) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident, you agree to waive California Civil Code Section 1542, which states, in part: "A general release does not extend to claims which a creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if not known by him or her must have materially affected his or her settlement with the debtor."

#### **8. Force Majeure**

Under no circumstances shall Alibaba.com, our affiliates and/or agents be held liable for any delay or failure or disruption in performing our respective obligations under this Agreement resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, or non-performance of third parties or any suspension or disruption of transportation or business operation (including but not limited to delays or disruption of the resumption of work or operation ordered by any government agency) in the event of a national or regional spread of epidemic or pandemic.

#### **9. Jurisdiction**

9.1 This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the Republic of Singapore. Except as otherwise stipulated under applicable law, you irrevocably consent to the exclusive jurisdiction of the courts of the Republic of Singapore, in connection with any action to enforce the provisions of this

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Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

9.2 If any dispute or claim arises from or in connection with this Agreement, an Online Transaction or your use of the Alibaba.com Supplemental Services ( "Dispute" ), the relevant parties shall resolve the Dispute through amicable negotiations. If any Dispute arises between Buyer and Seller in connection with an Online Transaction, you agree that such Dispute shall be resolved in accordance with the procedures set forth in clause 10 of the Alibaba.com Transaction Services Agreement only. If you initiate any legal proceedings against Alibaba.com or our affiliates in breach of clause 10 of the Alibaba.com Transaction Services Agreement, you shall indemnify and hold Alibaba.com and our affiliates, agents, employees, directors, officers and agents harmless and indemnified against any claim, losses, damages that may be suffered by us.

9.3 In any event, you may not make any claim against Alibaba.com or our affiliates under this Agreement after one year from the date of occurrence of the matter giving rise to the claim.

9.4 Notwithstanding the foregoing provisions, either party may seek injunctive or other equitable relief against the other party in any court of competent jurisdiction prior to or during the arbitration.

#### **10. General Provisions**

10.1 If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall be enforced.

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

10.3 No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

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

10.5 Alibaba.com shall have the right to assign this Agreement (including all of our rights, titles, benefits, interests, and obligations and duties in this Agreement) to any of our affiliates and to any successor in interest. Alibaba.com may delegate certain of Alibaba.com rights and responsibilities under this Agreement to independent contractors or other third parties. User may not assign, in whole or part, this Agreement to any person or entity.

10.6 If there is any conflict between the English version and another language version of this Agreement, the English version shall prevail.

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## Transaction Services Agreement

*Part A: New version - updated on 30 May 2021 (applicable from 15 June 2021)*

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY! PLEASE PAY ATTENTION TO PROVISIONS THAT EXCLUDE OR LIMIT LIABILITY AND TERMS OF DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION, WHICH MAY APPEAR IN CAPITAL LETTERS. THIS AGREEMENT RELATES TO

[WWW.ALIBABA.COM](http://WWW.ALIBABA.COM),  
[WWW.ALIEXPRESS.COM](http://WWW.ALIEXPRESS.COM),  
[WWW.ALIEXPRESS.RU](http://WWW.ALIEXPRESS.RU),  
[WWW.TMALL.RU](http://WWW.TMALL.RU).

*(Note: This Transaction Services Agreement applies to you unless you are a consumer from the European Union using AliExpress. For consumers from the European Union using AliExpress, the Transaction Services Agreement that applies to you is available at [Transaction Services Agreement for EU Consumers](#).)*

Thank you for trading on Alibaba.com' s web-based transaction platforms. This Transaction Services Agreement (this "Agreement" ) describes the terms and conditions on which you conclude online transactions for products and services by using the websites, mobile sites, mobile applications and other online transaction portals owned, operated, branded or made available by Alibaba.com (defined below) from time to time which relate to (a) the Alibaba.com e-commerce platform including but not limited to the web and mobile-optimized versions of the websites identified by the uniform resource locator " www.alibaba.com" and the mobile applications of the Alibaba.com e-commerce platform (the "Alibaba Sites" ); and (b) the AliExpress e-commerce platform including but not limited to the web and mobile-optimized versions of the websites identified by the uniform resource locators "www.aliexpress.com" , "www.aliexpress.ru" and " www.tmall.ru" , and the mobile applications of the AliExpress e-commerce platforms, (collectively the "AliExpress Sites" ), (with Alibaba Sites and AliExpress Sites collectively the "Sites" ). This Agreement contains various limitations on Alibaba.com' s transaction services offered through the Sites as well as gives various powers and authority to Alibaba.com with respect to online transactions effected using Alibaba.com' s transaction services offered through the Sites. This includes without limitation the power and authority to reject or cancel an online transaction, to refund the funds to a buyer or to release the funds to a seller. You should read this Agreement and, to the extent as applicable, the relevant Transactional Terms (defined in clause 1.2 below),

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and other rules and policies of Alibaba.com (including those specified in clause 1.3), as well as (i) the [Alipay Services Agreement](#) made between you as a User (as defined below) and Alipay Singapore E-Commerce Private Limited ( "Alipay" ) (the "[Alipay Services Agreement](#)" ), and (ii) the [Alibaba.com Supplemental Services Agreement](#) between you as a User and Alibaba.com (as defined below) (the "Alibaba.com Supplemental Services Agreement" ) carefully which are hereby incorporated into this Agreement by reference.

#### 1. Application and Acceptance of Terms

1.1 Contracting Party. This Agreement is entered into between you (also referred to as "Member" hereinafter) and the Alibaba.com contracting entity determined in accordance with this clause 1.1 ( "Alibaba.com" or "we" ) for use of Alibaba.com' s certain transaction services offered through the Sites as described hereunder

If you are from outside mainland China, you are contracting with Alibaba.com Singapore E-Commerce Private Limited (incorporated in Singapore with Company Reg. No. 200720572D).

If you are from mainland China, you are contracting with Alibaba.com Singapore E-Commerce Private Limited and Alibaba (China) Technology Co Ltd. Alibaba (China) Technology Co Ltd provides technical support in connection with the transaction services utilizing its strengths in network technologies, etc

Notwithstanding anything to the contrary in the forgoing provisions of this clause 1.1, if you are resident in or access and use the AliExpress Sites from any of the Relevant Jurisdictions, you are contracting with Alibaba.com Singapore E-Commerce Private Limited. Alibaba.com Singapore E-Commerce Private Limited provides Transaction Services to Members who sell to buyers from any of the Relevant Jurisdictions. Alibaba.com Singapore E-Commerce Private Limited is a service provider for AliExpress Russia Holding Private Limited (incorporated in Singapore with Company Reg. No. 201917627W). "**Relevant Jurisdictions**" shall mean the Russian Federation, Azerbaijan, Armenia, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Turkmenistan, Tajikistan and Uzbekistan.

1.2 Transactional Terms. Alibaba.com provides an online transaction platform and ancillary services on the Sites (such platform and services, the "Transaction Services" ) which allow registered members of the Sites to conclude online transactions for products or services within the Sites subject to the terms of this Agreement. Alibaba.com may publish transaction rules, dispute rules and other rules and policies for any type of online transactions and any subsequent amendments or modifications ( "Transactional Terms" ) as may be made from time to time. Such Transactional Terms are expressly incorporated into this Agreement by reference and you agree to be bound by such rules and policies.

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1.3 General Terms. You agree that you shall also comply with relevant rules and policies published on the Sites which are also incorporated into this Agreement by reference ( "General Terms" ). The General Terms include without limitation:

- [Terms of Use](#);
- [Free Membership Agreement](#)
- [Product Listing Policy](#);
- [Alibaba.com Privacy Policy](#) (for users who access or use the Sites relating to the Alibaba.com e-commerce platform) and the [Alibaba.com Privacy Policy](#), or the Privacy Policy of "www.aliexpress.ru" and "www.tmall.ru" ,which is currently at <https://rule.alibaba.com/rule/detail/8221.htm> (for users who access or use the AliExpress e-commerce platforms or AliExpress Sites) (collectively, the "Privacy Policy") ; and
- [Intellectual Property Right \(IPR\) Protection Policy](#).

1.4 Binding Agreement. This Agreement, including the Transactional Terms and the General Terms, and, to the extent as applicable, the [Alipay Services Agreement](#) and the [Alibaba.com Supplemental Services Agreement](#), form a legally binding agreement between you and Alibaba.com in relation to your use of the Transaction Services. By accessing and using the Transaction Services, you agree to accept and be bound by this Agreement. Please do not use the Transaction Services if you do not accept all of the terms of this Agreement.

1.5 Amendments. Alibaba.com may amend any terms of this Agreement including the Transactional Terms, the General Terms, the [Alibaba.com Supplemental Services Agreement](#) and other related agreements at any time, except to the extent prohibited by applicable law, by posting the relevant amended and restated version on the Sites. The amended terms shall be effective immediately upon posting, except to the extent prohibited by applicable law. We will endeavor to give you advance notice of material changes to this Agreement. By continuing to use the Transaction Services, you agree that the amended terms will apply to you. This Agreement may not otherwise be amended except in writing by an authorized officer of Alibaba.com.

1.6 Language Version. If Alibaba.com has posted or provided a translation of the English version of any terms of this Agreement, including the Transactional Terms, the General Terms and other related agreements, you agree that the translation is provided for convenience only and that the English language version will govern your use of the Transaction Services, except to the extent prohibited by applicable law.

1.7 Alibaba.com Affiliates. Some of the Transaction Services may be supported by our affiliates.

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1.8 Additional Terms. In some cases, you may be required to additionally enter into a separate agreement with Alibaba.com or our affiliates in connection with the Transaction Services ( "Additional Terms" ). If there is any contradiction between the provisions of this Agreement and the provisions of the Additional Terms, the Additional Terms shall govern the relevant types of Transaction Services or Online Transactions (defined below in clause 2.1), as appropriate.

1.9 Membership Services. This Agreement does not affect your agreement with us or any of our affiliates concerning your subscription and use of the membership services of the Sites, unless otherwise stipulated in this Agreement or the relevant service agreement.

## 2. Transaction Services

2.1 Transaction Services. Alibaba.com' s Transaction Services are designed to facilitate registered members of the Sites to place, accept, conclude, manage and fulfill orders for the provision of products and services online within the Sites ( "Online Transactions" ), which may include certain services which will be either supported by (i) Alipay or its affiliates, or (ii) Alibaba.com. Alibaba.com reserves the right to change, upgrade, modify, limit or suspend the Transaction Services or any of its related functionalities or applications at any time temporarily or permanently without prior notice without any liability for any losses or damages arising out of or in connection with such suspension or termination. Alibaba.com further reserves the right but shall not be obliged to introduce new features, functionalities or applications to the Transaction Services or to future versions of the Transaction Services. All new features, functionalities, applications, modifications, upgrades and alterations shall be governed by this Agreement, unless otherwise expressly stated by Alibaba.com.

2.2 Members Only. Alibaba.com' s Transaction Services are only available to registered members of the Sites. If your subscription to the paid or free membership of the Sites expires or is terminated early for any reason, you are not eligible to use the Transaction Services. In the event that you have a valid Online Transaction under this Agreement at the point at which your paid or free membership registration on the Sites is terminated, Alibaba.com shall have the full discretion and authority to refund to Buyer and/or release to Seller (both Buyer and Seller as defined below) all or part of the funds under the Online Transactions as Alibaba.com considers appropriate in its sole discretion. If you are a Seller, you are required to provide a valid bank account subject to verification and confirmation by Alibaba.com and our affiliates.

2.3 Types of Transactions. Alibaba.com' s Transaction Services are available to those types of Online Transactions permitted by Alibaba.com only. For any type of Online Transactions,

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Alibaba.com may limit any or all of the Transaction Services to a specified group of members in accordance with the relevant Transactional Terms. The types of Online Transactions and other benefits, features and functions of the Transaction Services available to a registered member may vary for different countries and regions. No warranty or representation is given that the same type and extent of transactions, benefits, features and functions will be available to all members.

2.4 Lawful Items. The products or services of an Online Transaction using the Transaction Services must be lawful items and must not be otherwise prohibited or restricted by this clause 2.4. You shall not use the Transaction Services in connection with any Online Transaction that:

(a) may infringe Alibaba.com' s or any third party' s legitimate or proprietary rights including but not limited to copyright, trademark right, patent or other intellectual property rights;

(b) may be in breach of the [Product Listing Policy](#) or the [Intellectual Property Right \(IPR\) Protection Policy](#); or

(c) may be in breach of other terms of this Agreement including, but not limited to, the Transactional Terms, the General Terms and the [Alibaba.com Supplemental Services Agreement](#).

Alibaba.com shall have the right to refuse or cancel any Online Transaction which it determines in its sole discretion to be in breach of this clause 2.4.

2.5 Refuse or Cancel Transactions. Apart from clause 2.4, Alibaba.com reserves the right, at our sole discretion, to refuse or cancel any Online Transaction for any reason without any liability for any losses or damages arising out of or in connection with such refusal or cancellation. Some situations that may result in an Online Transaction being rejected or cancelled include where problems are identified by our credit and fraud control department, where Alibaba.com has reason to believe the Online Transaction is unauthorized, violates any law, rule or regulations or may otherwise subject Alibaba.com or any of our affiliates to liability. Alibaba.com may also require additional verifications or information for any Online Transaction, and you agree to provide such verifications and information to Alibaba.com upon request.

2.6 Alipay Services and Alibaba.com Supplemental Services.

(a)(i) Alibaba.com may, through Alipay, provide certain services for certain Online Transactions ( "Alipay Services" ). Alipay Services are provided by Alipay Singapore E-Commerce Private Limited and its affiliates (collectively, "Alipay" ) to receive payment of

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funds in support of Sites for the Online Transactions. The Alipay Services are provided in accordance with the terms and conditions set out in the [Alipay Services Agreement](#).

(a)(ii) Alibaba.com may, through its affiliates provide certain services for certain Online Transactions ( "Alibaba.com Supplemental Services" ). Alibaba.com Supplemental Services are provided by Alibaba.com to receive payment of funds in support of Sites for the Online Transactions. The Alibaba.com Supplemental Services are provided in accordance with the terms and conditions set out in the [Alibaba.com Supplemental Services Agreement](#).

(b) Buyer Protection Plan. Alibaba.com may also provide buyer protection plan for certain Online Transactions. In case of Seller who has been offered to subscribe to the buyer protection plan, upon entering into a separate agreement with Alipay or Alibaba.com (as the case may be), Seller may be required to provide deposits using the methods as designated by Alipay or Alibaba.com on the Sites to secure Seller' s due performance of obligations under the relevant buyer protection plan. Seller agrees to permit and hereby authorizes Alibaba.com to deduct, withhold and dispose any deposits provided in accordance with the terms under the relevant buyer protection plan. Buyer acknowledges and agrees that the protection afforded to you under a buyer protection plan applies to those Online Transactions where the Seller subscribed to such plan and the purchase falls within the buyer protection plan' s scope and (i) Alipay Services under clause 3.4 of the [Alipay Services Agreement](#) and (ii) Alibaba.com Supplemental Services under clause 3.4 of the [Alibaba.com Supplemental Services Agreement](#) will not be applicable to you for such Online Transactions if Seller subscribed to buyer protection plan and such plan already covers your purchase. Buyer acknowledges and agrees Alibaba.com and Seller may add guarantees for the Seller on such Online Transactions within the scope of buyer protection plan without further notifying Buyer. The guarantee service will be performed, revised, suspended and/or terminated according to the agreement reached between the guarantee service provider and the Seller.

2.7 Transactional Terms. For any type of Online Transactions, Alibaba.com may impose additional restrictions, limitations and prohibitions as well as penalties for any violations in the relevant Transactional Terms.

2.8 Disputes between Buyers and Sellers. You agree that any Dispute arising between you and the other party to an Online Transaction will be handled in accordance with clause 10, and that Alibaba.com shall have the full right and power to make a determination for such Dispute or to delegate or sub-contract such power to another party. Upon receipt of a Dispute, Alibaba.com shall have the right to request either or both of Buyer and Seller to provide supporting documents. You agree that Alibaba.com shall have the absolute

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discretion to reject or receive any supporting document. You also acknowledge that Alibaba.com is not a judicial or arbitration institution and will make the determinations only as an ordinary non-professional person. Further, we do not warrant that the supporting documents that the parties to the Dispute submit will be true, complete or accurate. You agree not to hold Alibaba.com and our affiliates liable for any material which is untrue or misleading. **You agree to release and indemnify Alibaba.com (and our agents, affiliates, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with such dispute.**

2.9 Powers of Alibaba.com. you expressly acknowledge and agree that Alibaba.com shall have the full power, authority and discretion to reject or cancel an Online Transaction without any liability for any losses or damages arising out of or in connection with such refusal or cancellation and to make a determination on any dispute between buyer and seller including the remittance of the funds under an online transaction that are held by Alipay as instructed by Alibaba.com in accordance with this Agreement, the [Alipay Services Agreement](#), and the relevant Transactional Terms. You also acknowledge that this Agreement, the [Alipay Services Agreement](#), the [Alibaba.com Supplemental Services Agreement](#) and the relevant Transactional Terms may not cover all issues that may arise in connection with an Online Transaction. You agree and accept that Alibaba.com shall have the right to modify or supplement the Transactional Terms at any time, except to the extent prohibited by applicable law. You further agree and accept that Alibaba.com shall have the right to make determinations wherever Alibaba.com considers appropriate having regard to the evidence received by us, commonly accepted principles and practices in the relevant industries and interests of both Buyer and Seller regardless whether the issue in question has been expressly addressed in the Transactional Terms or this Agreement, except to the extent prohibited by applicable law.

2.10 Alibaba.com' s Records. In case of any dispute in connection with any Online Transaction, the records of Alibaba.com shall take precedence and be conclusive, except to the extent prohibited by applicable law.

2.11 Transactions involving a third party finance provider.

You agree that:

(a) Alibaba.com does not guarantee any third party finance provider (the "Lender" ) will provide financing to Buyer (defined in clause 3 below) in connection with the Online Transaction and shall not be held liable to either Buyer or Seller (defined in clause 3 below) in connection with any third party financing in connection with the Online Transaction;

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(b) each of Buyer and Seller hereby authorizes Alibaba.com to disclose information related to Buyer, Seller and/or the Online Transaction to the Lender in connection with the Lender's provision of financing for the Online Transaction; and

(c) any dispute with the Lender in connection with the Online Transaction shall be resolved between the Lender and the Buyer. Notwithstanding the power given to Alibaba.com under this Agreement, it is not Alibaba.com's obligation to resolve or assist in any way in the resolution of such dispute.

### 3. Transactions between Sellers and Buyers

3.1 Seller and Buyer. For the purpose of this Agreement, the term "Seller" means the registered member who supplies the product(s) or service(s) under an Online Transaction, and the term "Buyer" means the registered member who purchases or acquires the product(s) or service(s) under an Online Transaction.

3.2 Online Order. Seller and Buyer shall enter into an Online Transaction for products or services by completing, submitting and accepting an order online using the applicable standard order form on the Sites. Seller and Buyer yourselves shall be responsible for ensuring that you have agreed to, and specified, all the relevant terms and conditions for the products or services in the relevant online order form, including but not limited to the pricing, quantity, specifications, quality standards, inspection, shipping etc., save that, and except to the extent prohibited by applicable law:

a) for all transactions concluded on [www.aliexpress.com](http://www.aliexpress.com) or [www.aliexpress.ru](http://www.aliexpress.ru) website, mobile site, applications or mobile-optimized applications, the Buyer shall be the importer on record for customs and taxation purposes, unless otherwise agreed upon between the Buyer and Seller,

b) for all transactions concluded on <https://tmall.aliexpress.com>, [www.tmall.ru](http://www.tmall.ru) or the mobile applications relating thereto, all risks of damage and loss of products purchased by a Buyer under a transaction will be borne solely by the Buyer upon physical delivery to the specified address, and

c) without prejudice to b) above, title to the products purchased by Buyers from the Russian Federation on <https://tmall.aliexpress.com> or [www.tmall.ru](http://www.tmall.ru) (or the mobile applications relating thereto), will transfer from a Seller to a Buyer upon the Buyer's confirmation as provided upon occurrence of the event in clause 3.3(a) of the [Alibaba.com Supplemental Services Agreement](#) or clause 3.3(a) of the [Alipay Services Agreement](#) (as the case may be), or expiration of the prescribed time limit as provided in clause 3.3(b) of the [Alibaba.com Supplemental Services Agreement](#) or clause 3.3(b) of the [Alipay Services Agreement](#) (as the case may be).

Alibaba.com may refuse to process or cancel, without liability for any losses or damages arising out of or in connection with such refusal or cancellation, any Online Transaction

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which in Alibaba.com' s reasonable opinion, has insufficient information to constitute a binding contract.

3.3 Online Transactions Subject to This Agreement. An Online Transaction is additionally subject to the applicable terms and conditions set forth in this Agreement and the Transactional Terms. Seller and Buyer shall complete the Online Transaction according to the terms of the online order, the relevant Transactional Terms and this Agreement. Seller or Buyer may only cancel any Online Transaction in accordance with the relevant Transactional Terms.

3.4 Transaction between Seller and Buyer Only. Each Online Transaction is made by and between a Seller and a Buyer only. Despite that Alibaba.com makes available the Transaction Services and, if applicable, may conduct formality review(s) of an Online Transaction, Alibaba.com shall not be considered as a party to the Online Transaction. Alibaba.com does not represent the Seller nor the Buyer in any Online Transaction. Alibaba.com will not be responsible for the quality, safety, lawfulness or availability of the products or services offered under any Online Transaction; or the ability of either Seller or Buyer to complete any Online Transaction (except to the extent prohibited by applicable law). You agree that you will not hold Alibaba.com and our affiliates and agents liable for any losses, damages, claims, liabilities, costs or expenses arising from any Online Transactions, including any breach, partial performance or non-performance of the Online Transaction by the other party to the transaction.

3.5 Payment of Contract Price. For any Online Transaction, Buyer agrees to pay the full transaction price listed for Online Transaction to the Seller through the Alipay website or services of Alibaba.com unless another option is made available directly by Alibaba.com on the Sites. When using Alipay or Alibaba.com to submit payment for an Alibaba.com Online Transaction, payments are (in the case of Online Transaction through Alipay) processed through accounts owned by Alipay or one of its affiliates and/or a registered third party service provider acting on Alipay' s behalf, and (in the case of Online Transaction through Alibaba.com) processed through accounts owned by Alibaba.com or one of its affiliates and/or a registered third party service provider acting on Alibaba.com ' s behalf. The funds are received for the Seller in accordance with the Transaction Services Agreement. Seller agrees that the Buyer' s full payment of the transaction price listed for the Online Transaction to Alipay or Alibaba.com (as the case may be) constitutes final payment to Seller and Buyer' s payment obligation for the Online Transaction is fully satisfied upon receipt of funds by Alipay' s or Alibaba.com' s account.

In the case the Online Transaction adopts Alipay Services, the payment in connection with the Online Transactions concluded will be facilitated by Alipay. Alipay shall not dispose of

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any such fund except in accordance with Alibaba's terms as agreed by Seller and Buyer which are set out in the terms and conditions of this Agreement and the [Alipay Services Agreement](#). Seller has requested and agreed that the settlement of funds to Seller be delayed as provided in the [Alipay Services Agreement](#).

By using the Alipay Services, you acknowledge and agree that Alipay is not a bank and the Alipay Services should in no way be construed as the provision of banking services. Alipay is not acting as a trustee, fiduciary or escrow with respect to User's funds and it does not have control of, nor liability for, the products or services that are paid for with the Alipay Services. Alipay does not guarantee the identity of any User or ensure that a Buyer or a Seller will complete a transaction on Sites. You further agree that neither Buyer nor Seller will receive interest or other profits in relation to the Alipay Services.

In the case the Online Transaction adopts Alibaba.com Supplemental Services, the payment in connection with the Online Transactions concluded will be facilitated by Alibaba.com. Alibaba.com shall not dispose of any such fund except in accordance with Alibaba.com's terms as agreed by Seller and Buyer which are set out in the terms and conditions of this Agreement and the [Alibaba.com Supplemental Services Agreement](#). Seller has requested and agreed that the settlement of funds to Seller be delayed as provided in the [Alibaba.com Supplemental Services Agreement](#).

By using the Alibaba.com Supplemental Services, you acknowledge and agree that Alibaba.com is not a bank and the Alibaba.com Supplemental Services should in no way be construed as the provision of banking services. Alibaba.com is not acting as a trustee, fiduciary or escrow with respect to User's funds and it does not have control of, nor liability for, the products or services that are paid for with the Alibaba.com Supplemental Services. Alibaba.com does not guarantee the identity of any User or ensure that a Buyer or a Seller will complete a transaction on Sites. You further agree that neither Buyer nor Seller will receive interest or other profits in relation to the Alibaba.com Supplemental Services.

3.6 Payment Methods. Please note that the payment methods available on the Sites may be provided by Alibaba.com's partners. If there is any chargeback or reversal of any payment requested by a payment service partner, Seller agrees that Alibaba.com has the right to refund the money so requested by the payment service partner without liability to Seller. Alibaba.com will use reasonable efforts to assist you in participating in the dispute resolution process of the relevant payment service partners. However, if the participation in the dispute resolution process is subject to additional fees, this will be at your own cost only.

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3.7 Third Party Vendors. You may engage one or more third party vendors for the purpose of completing and fulfilling an Online Transaction such as the warehousing and logistic service companies, shipping agents, inspection agents, insurance companies, warranty, etc. Some of such third party vendors may be partners of Alibaba.com and thus designated by Alibaba.com to you. Among such designated partners, you may be required to agree and accept the terms and conditions of their services online within the Sites. You agree that unless otherwise arranged between Alibaba.com and you, the buyers and sellers on Alibaba.com platform are responsible for arranging for the shipment of the products independently of the Alibaba.com platform. For users who access or use the Sites relating to the Alibaba.com e-commerce platform, unless otherwise agreed between the buyers and sellers on Alibaba.com, the buyers are responsible for the last mile delivery once the products have been delivered in accordance with the Incoterms agreed between the relevant buyers and sellers. Notwithstanding the foregoing, for all third party vendors, you acknowledge and agree that such third party vendors are engaged at your own discretion and cost and that you will not hold Alibaba.com and our affiliates and agents liable for any losses, damages, claims, liabilities, costs or expenses arising from the services of such third party vendors. You shall ensure that the third parties comply with [Terms of Use](#) and Privacy Policy (as defined above).

In addition, in case the buyer engages any services through Alibaba.com or that any such service is engaged in connection with a transaction on Alibaba.com for which the online payment settlement will be processed by Alipay, the seller shall be deemed to have instructed Alibaba.com to transmit the relevant payment instruction from Alibaba.com' system to Alipay's system, in order for Alipay to apply the amount payable by the buyer to the third party vendor for the services so engaged from the amount paid by the buyer to the third party vendor' s account.

3.8 Your Agent. If you are required to conclude and complete an Online Transaction through an agent e.g. a Seller may be required to engage a qualified import and export agent as its export agent, such agent is merely an agent of you. If any obligations are required to be performed by the agent, you shall remain solely liable to the other party of the Online Transaction for the non-performance or default by your agent.

#### 4. Alibaba.com Service Fees

4.1 Service Fees. Alibaba.com charges service fees for Online Transactions according to the fee schedules announced by Alibaba.com on the Sites. Alibaba.com reserves the right to charge any service fees for other types of Online Transactions upon prior notification published on the Sites. In a case where the Online Transaction adopts Alipay Services, you hereby authorize Alibaba.com to instruct Alipay or, with respect to payments originating

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in a Relevant Jurisdiction, AliExpress Russia Holding Pte. Ltd to deduct any service fees that are due and payable to Alibaba.com under an Online Transaction and to pay the same to Alibaba.com when Alipay releases any amount held by it under the Online Transaction. Neither Alibaba.com nor Alipay has any control over, and are not responsible or liable for, the products or services that are paid for with our service. We cannot ensure that a buyer or a seller you are dealing with will actually complete the transaction.

4.2 Third Party Fees Not Included. The service fees charged by Alibaba.com do not include any fees (including all taxes) for any service or product that you may acquire or purchase from third party vendors in connection with the Online Transaction. It shall be your responsibility to settle the fees with such third party vendors.

4.3 Taxes, Financial Charges Not Included. All fees charged by Alibaba.com are exclusive of any taxes (such as VAT), duties or other governmental levies or any financial charges. You agree to pay and be responsible for any such taxes, duties, levies or charges for the use of the Transaction Services in addition to our service fees. You further agree that you are responsible for paying any and all applicable taxes associated with the transactions on Alibaba.com (including, without limitation, any applicable VAT or sales tax) and agree to indemnify Alibaba.com for failing to pay any applicable taxes. In the event Alibaba.com is required by any applicable law to collect or withhold any taxes or duties, you agree to pay such taxes or duties to Alibaba.com. You will also be liable for any financial charges for remission of funds to you, and Alibaba.com shall have the right to pay such charges from such funds. Alibaba.com and Alipay shall have the right to deduct any financial charges incurred as a result of providing the Transaction Services and the party receiving the funds will bear the costs of such bank charges.

#### 5. Member' s Responsibilities

5.1 Provision of Information and Assistance. You agree to give all notices, provide all necessary information, materials and approval, and render all reasonable assistance and cooperation necessary for the completion of the Online Transactions and Alibaba.com' s provision of the Transaction Services. If your failure to do so results in delay in the provision of any Transaction Service, cancellation of any Online Transaction, or disposal of any funds, Alibaba.com shall not be liable for any losses or damages arising from such default, delay, cancellation or disposal.

5.2 Representations and Warranties. You represent and warrant that:

(a) you will use the Transaction Services in good faith and in compliance with all applicable laws and regulations, including laws related to anti-money laundering and counter-terrorism financing;

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- (b) all information and material you provide in connection with the use of the Transaction Services is true, lawful and accurate, and is not false, misleading or deceptive;
- (c) you will not use the Transaction Services to defraud Alibaba.com, our affiliates, or other members or users of the Sites or engage in other unlawful activities (including without limitation dealing in products prohibited by law); and
- (d) in case that you are a Seller of products, you have the legitimate right and authorization to sell, distribute or export the products using the Transaction Services and such products do not infringe any third party' s rights; and
- (e) in case that you are a Seller of products, you have good title to the products ordered under the Online Transaction, and the products meet the agreed descriptions and requirements;
- (f) in case that you are a Seller of services, you will provide the services ordered with reasonable care and skills; and
- (g) in case that you are a Seller of products which require a warning under California Health & Safety Code Section 25249.6 (a "Proposition 65 Warning" ) you (a) will promptly display a Proposition 65 Warning on the product detail page as required under the relevant law; (b) authorize Alibaba.com to display a Proposition 65 Warning on your behalf; and (c) will only revise or remove a Proposition 65 Warning for a product when the prior warning needs to be modified or is no longer legally required, as the case may be.

5.3 Breaches. If you are, in Alibaba.com' s opinion, not acting in good faith, abusing the Transaction Services, or otherwise acting in breach of this Agreement, Alibaba.com shall have the right, except to the extent prohibited by applicable law, to cancel the relevant Online Transaction(s) at any time without any liability for any losses or damages arising out of or in connection with such cancellation. Except to the extent prohibited by applicable law, Alibaba.com also reserves the right to impose any penalty, or to temporarily or permanently suspend or terminate your use of the Transaction Services, temporarily or permanently suspend or terminate or procure the suspension or termination of your paid or free membership on the Sites. Alibaba.com also reserves the right to, except to the extent prohibited by applicable law, (i) temporarily suspend the transaction functionalities of your account with Alibaba.com for a prescribed period determined by Alibaba.com, or permanently terminate the use of your Alibaba.com account and/or (ii) authorize Alipay to temporarily suspend the transaction functionalities of your Alipay account for a prescribed period determined by Alibaba.com, or permanently terminate the use of your Alipay account without any liability for any losses or damages arising out of or in connection with such suspension or termination. Alibaba.com may also publish the findings, penalties and other records regarding the breaches on the Sites.

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5.4 Obligations to Pay Taxes. You shall be solely responsible for payment of any taxes (such as VAT), duties or other governmental levies or any charges or fees that may be imposed on any products or services purchased or supplied under or in connection with the Online Transactions, except to the extent that Alibaba.com calculates, collects or remits taxes in relation to the Online Transactions according to applicable law.

5.5 Feedback System. You shall not take any action which may undermine the integrity of Alibaba.com's feedback system, such as providing positive feedback on oneself on the Sites using secondary Member IDs or through third parties or by providing unsubstantiated negative feedback on another member on the Sites.

5.6 Indemnification by Member. You agree to indemnify Alibaba.com and our affiliates, employees, directors, officers, agents and representatives and to hold them harmless, from any and all losses, damages, actions, claims and liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, from your use of the Transaction Services or from your breach of this Agreement, except to the extent prohibited by applicable law. Alibaba.com reserves the right, at our own discretion, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Alibaba.com in asserting any available defenses.

5.7 Collection and Use of Information for Transaction Services. If you have applied for and/or used the Transaction Services of Alibaba.com, you acknowledge and agree that Alibaba.com shall have the right to use the information collected about you and your Online Transactions, including but not limited to your credit information, business information, personal information (such as applicant name and home address) and financial information (the "Collected Information" ) to facilitate the administration, processing, and operation of your use of the services. In connection with your use of the Transaction Services, Alibaba.com may use the Collected Information in the manner set out in the Privacy Policy and/or personal information collection statement relevant to the Transaction Services that you have agreed to prior to or during your application for and use of the Transaction Services.

## 6. Confidentiality

6.1 Confidential Obligations. You shall keep confidential all confidential information provided by other members of the Sites or by Alibaba.com or any of its affiliates in connection with any Online Transaction or the Transaction Services. You and your affiliates will use confidential information only as is reasonably necessary and relevant to any Online Transaction or the Transaction Services. You will not, and will cause your affiliates not to, directly or indirectly (including through a third party) otherwise disclose confidential information to any individual, company, or other third party except as required to comply

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with the law. You will take all reasonable measures to protect the confidential information against any use or disclosure that is not expressly permitted in this Agreement. You will retain confidential information only for so long as its use is necessary for the Online Transaction or the Transaction Services or to fulfill your statutory obligations (e.g. tax) and in all cases will delete such information upon termination or as soon as no longer required for the fulfilment of statutory obligations.

6.2 Confidential Information. All information and material provided by another member of the Sites or by Alibaba.com or any of its affiliates will be deemed to be confidential information unless such information or material is already in the public domain or has subsequently becomes public other than due to your breach of the confidential obligations.

6.3 Data Protection and Privacy. You must read the privacy policies of Sites which govern the protection and use of personal information of Buyers and Sellers in the possession of Alibaba.com and its affiliates and explains how your personal information may be processed in connection with products and services offered by Alibaba.com. Our Privacy Policy can be accessed at [Alibaba.com Privacy Policy](#), for users who access or use the Sites relating to the Alibaba.com e-commerce platform, and [Aliexpress.com Privacy Policy](#) or the Privacy Policy of "www.aliexpress.ru" and "www.tmall.ru", which is currently at <https://rule.alibaba.com/rule/detail/8221.htm>, for users who access or use the Sites relating to the AliExpress e-commerce platforms.

6.4 Data Protection and Privacy Role of Sellers. Sellers acknowledge that they have their own data protection and privacy compliance responsibilities with respect to personal information of Buyers or other individuals that the Seller processes. Sellers represent and warrant, and undertake to Alibaba.com to ensure, that in relation to such personal information they are and will be fully compliant with all applicable data protection and privacy laws, including without limitation maintaining their own records of such personal information independently of the platform (to the extent required under applicable laws), complying with direct marketing laws, and responding to requests by individuals to exercise their rights under such laws. Neither Alibaba.com nor any of its affiliates is responsible or liable for a Seller's fulfilment of their obligations under applicable data protection and privacy laws. For the avoidance of doubt, in relation to such personal information the liability and obligations of Alibaba.com and its affiliates under applicable data protection and privacy laws are entirely independent of and separate from the liability and obligations of Sellers under such laws. Alibaba.com shall have no liability to any Sellers for the compliance, by Alibaba.com or its affiliates, with its or their own obligations under applicable data protection or privacy laws, including without limitation in relation to the

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exercise by Buyers or other individuals of their rights regarding their personal information processed in connection with any services and products provided by Alibaba.com.

#### 7. Disclaimer and Limitation of Liability

7.1 No Warranty. You expressly agree that your use of the Transaction Services is at your sole risk. TO THE FULL EXTENT PERMITTED BY LAW THE TRANSACTION SERVICES ARE PROVIDED ON THE "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASES, AND ALIBABA.COM MAKES NO REPRESENTATION OR WARRANTY THAT THE TRANSACTION SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR FREE. ALIBABA.COM MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE ACCURACY, TRUTHFULNESS AND COMPLETENESS OF THE INFORMATION PROVIDED BY ANY MEMBER OF THE ALIBABA.COM SITES. YOU WILL BE SOLELY RESPONSIBLE FOR ALL CONSEQUENCES RESULTING FROM YOUR OWN JUDGEMENT AND DECISION TO USE OR OTHERWISE RELY ON SUCH INFORMATION. ALIBABA.COM AND OUR AFFILIATES FURTHER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF CONDITION, QUALITY, DURABILITY, PERFORMANCE, ACCURACY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY DISCLAIMED AND EXCLUDED.

7.2 Exclusion and Limitation of Liabilities. TO THE FULL EXTENT PERMITTED BY LAW, ALIBABA.COM SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITIES OR LOSS OF DATA, WHETHER IN CONTRACT, NEGLIGENCE, TORT, EQUITY OR OTHERWISE, ARISING FROM THE USE OF OR INABILITY TO USE THE TRANSACTION SERVICES. THE AGGREGATE LIABILITY OF ALIBABA.COM AND OUR AFFILIATES AND AGENTS INCLUDING BUT NOT LIMITED TO ALIPAY ARISING FROM THE TRANSACTION SERVICES IN CONNECTION WITH ANY ONLINE TRANSACTION SHALL NOT EXCEED THE HIGHER OF THE SERVICE FEES CHARGED BY ALIBABA.COM OR US\$1,000.

7.3 SOME OR ALL OF THESE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IF YOUR STATE, PROVINCE OR COUNTRY DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS UNDER YOUR LOCAL LAW IN YOUR STATE, PROVINCE OR COUNTRY

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THAT VARY FROM STATE TO STATE. NOTHING IN THIS AGREEMENT IS INTENDED TO AFFECT THOSE RIGHTS IF THEY ARE APPLICABLE TO YOU.

8. Force Majeure

8.1 Under no circumstances shall Alibaba.com, our affiliates and/or agents be held liable for any delay or failure or disruption of the Transaction Services resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, or non-performance of third parties or any suspension or disruption of transportation or business operation (including but not limited to delays or disruption of the resumption of work or operation ordered by any government agency) in the event of a national or regional spread of epidemic or pandemic.

9. Notices

9.1 Notices. Except as explicitly stated otherwise, legal notices shall be served on you by sending notices to the email address in your latest membership profile on the Sites. Notice shall be deemed given 24 hours after email is sent, unless we are notified that the email address is invalid. Alternatively, we may give you legal notices by mail to the address in your latest membership profile in which case the notice shall be deemed given five days after the date of mailing. Except as explicitly stated otherwise, legal notices shall be served on Alibaba.com (other than AliExpress Russia Holding Private Limited) by sending the notices to Alibaba.com personally, by courier or certified mail at 26/F, Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong, for the attention of the Legal Department; while legal notices to AliExpress Russia Holding Private Limited shall be sent personally, by courier or certified mail to 8 Shenton Way, #45-01 AXA Tower, Singapore 068811, Attn: Legal Department.

10. Governing Law; Jurisdiction

10.1 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION ( "HONG KONG" ) WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES, EXCEPT AS OTHERWISE STIPULATED UNDER APPLICABLE LAW.

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10.2 Amicable Negotiations. If any dispute or claim arises from or in connection with this Agreement, an Online Transaction or your access to or use of the Transaction Services ( " Dispute" ), the relevant parties shall resolve the Dispute through amicable negotiations.

10.3 DISPUTE BETWEEN BUYER AND SELLER. IN CASE A DISPUTE ARISES BETWEEN BUYER AND SELLER , IF THE DISPUTE IS NOT RESOLVED THROUGH AMICABLE NEGOTIATION WITHIN THE PRESCRIBED TIME PERIOD ACCORDING TO THE RELEVANT TRANSACTIONAL TERMS, YOU AGREE TO SUBMIT THE DISPUTE TO ALIBABA.COM FOR DETERMINATION. IF YOU ARE DISSATISFIED WITH ALIBABA.COM' S DETERMINATION AND EXCEPT AS OTHERWISE STIPULATED UNDER APPLICABLE LAW, YOU MUST APPLY TO THE HONG KONG ARBITRATION CENTRE ( "HKIAC" ) FOR ARBITRATION AND NOTIFY ALIBABA.COM OF SUCH APPLICATION WITHIN 20 CALENDAR DAYS AFTER THE DATE OF RECEIPT OF ALIBABA.COM' S DETERMINATION. IF EACH OF BUYER AND SELLER IN THE DISPUTE DOES NOT APPLY FOR ARBITRATION WITHIN THE ABOVE 20 CALENDAR DAYS, EACH OF THE BUYER AND THE SELLER SHALL BE DEEMED TO HAVE AGREED THAT ALIBABA.COM' S DETERMINATION SHALL BE FINAL AND BINDING ON YOU. WITH A FINAL DETERMINATION, IN THE CASE THE ONLINE TRANSACTION ADOPTS THE ALIPAY SERVICES, ALIBABA.COM MAY INSTRUCT ALIPAY TO DISPOSE THE FUNDS HELD BY ALIPAY ACCORDING TO SUCH DETERMINATION, AND IN THE CASE THE ONLINE TRANSACTION ADOPTS ALIBABA.COM SUPPLEMENTAL SERVICES, ALIBABA.COM MAY DISPOSE OF THE FUNDS HELD BY ALIBABA.COM ACCORDING TO SUCH DETERMINATION. FURTHER, EACH OF BUYER AND SELLER SHALL BE DEEMED TO HAVE WAIVED ANY CLAIM AGAINST ALIBABA.COM, ALIPAY AND OUR AFFILIATES AND AGENTS.

10.4 Disputes between you and Alibaba.com. In case a Dispute arises between you and Alibaba.com, if the Dispute is not resolved between you and Alibaba.com by amicable negotiations and except as otherwise stipulated under applicable law, you and Alibaba.com agree that the Dispute shall be finally resolved by arbitration with the HKIAC.

10.5 HKIAC ARBITRATION. IF ANY DISPUTE IS SUBMITTED TO THE HKIAC FOR ARBITRATION, THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE RULES OF THE HKIAC IN FORCE AT THE TIME OF APPLYING FOR ARBITRATION AS AMENDED BY THIS CLAUSE. THE ARBITRATION PANEL SHALL CONSIST OF ONE SINGLE ARBITRATOR. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATION SHALL BE CONDUCTED IN ENGLISH AND IN HONG KONG. THE ARBITRATION SHALL BE CONDUCTED BY TELEPHONE, ONLINE AND/OR SOLELY BASED ON WRITTEN SUBMISSIONS AS SPECIFIED BY THE PARTY INITIATING THE ARBITRATION, PROVIDED THAT THE ARBITRATION SHALL NOT INVOLVE ANY PERSONAL APPEARANCE BY THE PARTIES OR WITNESSES UNLESS OTHERWISE AGREED BY THE PARTIES. THE ARBITRATION

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AWARD RENDERED BY THE HKIAC SHALL BE FINAL AND BINDING ON ALL THE RELEVANT PARTIES. THE ARBITRATION EXPENSES SHALL BE BORNE BY THE LOSING PARTY UNLESS OTHERWISE DETERMINED IN THE AWARD.

10.6 Indemnification. If you initiate any legal proceedings against Alibaba.com or our affiliates in breach of this clause 10, including any legal proceedings disputing Alibaba.com's determination which has become binding on you according to this clause 10, you shall hold Alibaba.com and our affiliates, agents, employees, directors, officers harmless and indemnified against any claim, losses, damages that may be suffered by us.

10.7 Limitation Period. In any event, you may not make any claim against Alibaba.com or our affiliates under this Agreement after one year from the occurrence of the matter giving rise to the claim.

10.8 Injunctive Relief. Notwithstanding the foregoing provisions, either party may seek injunctive or other equitable relief against the other party in any court of competent jurisdiction prior to or during the arbitration.

#### 11. General Provisions

11.1 Entire Agreement. This Agreement constitutes the entire agreement between you and Alibaba.com with respect to and governs the use of the Transaction Services, superseding any prior written or oral agreements in relation to the same subject matter herein.

11.2 Severance. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall remain valid and be enforced.

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

11.4 Independent Contractor. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

11.5 No Waiver. Any failure by Alibaba.com and our affiliates to exercise any of our rights under this Agreement shall not constitute a waiver of such right or a waiver with respect to subsequent or similar breach. A waiver shall be effective only if made in writing.

11.6 Assignment. Alibaba.com shall have the right to assign this Agreement (including all of our rights, titles, benefits, interests, and obligations and duties in this Agreement) to any

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of our affiliates and to any successor in interest. Alibaba.com may delegate certain of Alibaba.com rights and responsibilities under this Agreement to independent contractors or other third parties. You may not assign, in whole or part, this Agreement to any person or entity.

***Part B: Old version - updated on January 16th, 2021***

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY! PLEASE PAY ATTENTION TO PROVISIONS THAT EXCLUDE OR LIMIT LIABILITY AND TERMS OF DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION, WHICH MAY APPEAR IN CAPITAL LETTERS. THIS AGREEMENT RELATES TO [WWW.ALIBABA.COM](http://WWW.ALIBABA.COM), [WWW.ALIEXPRESS.COM](http://WWW.ALIEXPRESS.COM), [WWW.ALIEXPRESS.RU](http://WWW.ALIEXPRESS.RU), AND [WWW.TMALL.RU](http://WWW.TMALL.RU).

Thank you for trading on Alibaba.com' s web-based transaction platforms. This Transaction Services Agreement (this "Agreement" ) describes the terms and conditions on which you conclude online transactions for products and services by using the websites, mobile sites, mobile applications and other online transaction portals owned, operated, branded or made available by Alibaba.com (defined below) from time to time which relate to (a) the Alibaba.com e-commerce platform including but not limited to the web and mobile-optimized versions of the websites identified by the uniform resource locator " www.alibaba.com" and the mobile applications of the Alibaba.com e-commerce platform (the "Alibaba Sites" ); and (b) the AliExpress e-commerce platform including but not limited to the web and mobile-optimized versions of the websites identified by the uniform resource locators "www.aliexpress.com" , "www.aliexpress.ru" and " www.tmall.ru" , and the mobile applications of the AliExpress e-commerce platforms, (collectively the "AliExpress Sites" ), (with Alibaba Sites and AliExpress Sites collectively the "Sites" ). This Agreement contains various limitations on Alibaba.com' s transaction services offered through the Sites as well as gives various powers and authority to Alibaba.com with respect to online transactions effected using Alibaba.com' s transaction services offered through the Sites. This includes without limitation the power and authority to reject or cancel an online transaction, to refund the funds to a buyer or to release the funds to a seller. You should read this Agreement and, to the extent as applicable, the relevant Transactional Terms (defined in clause 1.2 below), and other rules and policies of Alibaba.com (including those specified in clause 1.3), as well as (i) the [Alipay Services Agreement](#) made between you as a User (as defined below) and Alipay Singapore E-Commerce Private Limited ( "Alipay" ) (the "[Alipay Services Agreement](#)" ), and (ii) the [Alibaba.com Supplemental Services Agreement](#) between you as

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a User and Alibaba.com (as defined below) (the "Alibaba.com Supplemental Services Agreement" ) carefully which are hereby incorporated into this Agreement by reference.

#### 1. Application and Acceptance of Terms

1.1 Contracting Party. This Agreement is entered into between you (also referred to as "Member" hereinafter) and the Alibaba.com contracting entity determined in accordance with this clause 1.1 ( "Alibaba.com" or "we" ) for use of Alibaba.com' s certain transaction services offered through the Sites as described hereunder

If you are from outside mainland China, you are contracting with Alibaba.com Singapore E-Commerce Private Limited (incorporated in Singapore with Company Reg. No. 200720572D).

If you are from mainland China, you are contracting with Alibaba.com Singapore E-Commerce Private Limited and Alibaba (China) Technology Co Ltd. Alibaba (China) Technology Co Ltd provides technical support in connection with the transaction services utilizing its strengths in network technologies, etc

Notwithstanding anything to the contrary in the forgoing provisions of this clause 1.1, if you are resident in or access and use the AliExpress Sites from any of the Relevant Jurisdictions, you are contracting with Alibaba.com Singapore E-Commerce Private Limited. Alibaba.com Singapore E-Commerce Private Limited provides Transaction Services to Members who sell to buyers from any of the Relevant Jurisdictions. Alibaba.com Singapore E-Commerce Private Limited is a service provider for AliExpress Russia Holding Private Limited (incorporated in Singapore with Company Reg. No. 201917627W). "**Relevant Jurisdictions**" shall mean the Russian Federation, Azerbaijan, Armenia, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Turkmenistan, Tajikistan and Uzbekistan.

1.2 Transactional Terms. Alibaba.com provides an online transaction platform and ancillary services on the Sites (such platform and services, the "Transaction Services" ) which allow registered members of the Sites to conclude online transactions for products or services within the Sites subject to the terms of this Agreement. Alibaba.com may publish transaction rules, dispute rules and other rules and policies for any type of online transactions and any subsequent amendments or modifications ( "Transactional Terms" ) as may be made from time to time. Such Transactional Terms are expressly incorporated into this Agreement by reference and you agree to be bound by such rules and policies.

1.3 General Terms. You agree that you shall also comply with relevant rules and policies published on the Sites which are also incorporated into this Agreement by reference ( "General Terms" ). The General Terms include without limitation:

- [Terms of Use;](#)
  - [Free Membership Agreement](#)
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- [Product Listing Policy](#);
- [Alibaba.com Privacy Policy](#) (for users who access or use the Sites relating to the Alibaba.com e-commerce platform) and the [Aliexpress.com Privacy Policy](#) , or the Privacy Policy of “www.aliexpress.ru” and “www.tmall.ru” , which is currently at <https://rule.alibaba.com/rule/detail/8221.htm> (for users who access or use the AliExpress e-commerce platforms or AliExpress Sites) (collectively, the “Privacy Policy” ); and
- [Intellectual Property Right \(IPR\) Protection Policy](#).

1.4 Binding Agreement. This Agreement, including the Transactional Terms and the General Terms, and, to the extent as applicable, the [Alipay Services Agreement](#) and the [Alibaba.com Supplemental Services Agreement](#), form a legally binding agreement between you and Alibaba.com in relation to your use of the Transaction Services. By accessing and using the Transaction Services, you agree to accept and be bound by this Agreement. Please do not use the Transaction Services if you do not accept all of the terms of this Agreement.

1.5 Amendments. Alibaba.com may amend any terms of this Agreement including the Transactional Terms, the General Terms, the [Alibaba.com Supplemental Services Agreement](#) and other related agreements at any time, except to the extent prohibited by applicable law, by posting the relevant amended and restated version on the Sites. The amended terms shall be effective immediately upon posting, except to the extent prohibited by applicable law. We will endeavor to give you advance notice of material changes to this Agreement. By continuing to use the Transaction Services, you agree that the amended terms will apply to you. This Agreement may not otherwise be amended except in writing by an authorized officer of Alibaba.com.

1.6 Language Version. If Alibaba.com has posted or provided a translation of the English version of any terms of this Agreement, including the Transactional Terms, the General Terms and other related agreements, you agree that the translation is provided for convenience only and that the English language version will govern your use of the Transaction Services, except to the extent prohibited by applicable law.

1.7 Alibaba.com Affiliates. Some of the Transaction Services may be supported by our affiliates.

1.8 Additional Terms. In some cases, you may be required to additionally enter into a separate agreement with Alibaba.com or our affiliates in connection with the Transaction Services ( “Additional Terms” ). If there is any contradiction between the provisions of this Agreement and the provisions of the Additional Terms, the Additional Terms shall govern

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the relevant types of Transaction Services or Online Transactions (defined below in clause 2.1), as appropriate.

1.9 Membership Services. This Agreement does not affect your agreement with us or any of our affiliates concerning your subscription and use of the membership services of the Sites, unless otherwise stipulated in this Agreement or the relevant service agreement.

## 2. Transaction Services

2.1 Transaction Services. Alibaba.com' s Transaction Services are designed to facilitate registered members of the Sites to place, accept, conclude, manage and fulfill orders for the provision of products and services online within the Sites ( "Online Transactions" ), which may include certain services which will be either supported by (i) Alipay or its affiliates, or (ii) Alibaba.com. Alibaba.com reserves the right to change, upgrade, modify, limit or suspend the Transaction Services or any of its related functionalities or applications at any time temporarily or permanently without prior notice without any liability for any losses or damages arising out of or in connection with such suspension or termination. Alibaba.com further reserves the right but shall not be obliged to introduce new features, functionalities or applications to the Transaction Services or to future versions of the Transaction Services. All new features, functionalities, applications, modifications, upgrades and alterations shall be governed by this Agreement, unless otherwise expressly stated by Alibaba.com.

2.2 Members Only. Alibaba.com' s Transaction Services are only available to registered members of the Sites. If your subscription to the paid or free membership of the Sites expires or is terminated early for any reason, you are not eligible to use the Transaction Services. In the event that you have a valid Online Transaction under this Agreement at the point at which your paid or free membership registration on the Sites is terminated, Alibaba.com shall have the full discretion and authority to refund to Buyer and/or release to Seller (both Buyer and Seller as defined below) all or part of the funds under the Online Transactions as Alibaba.com considers appropriate in its sole discretion. If you are a Seller, you are required to provide a valid bank account subject to verification and confirmation by Alibaba.com and our affiliates.

2.3 Types of Transactions. Alibaba.com' s Transaction Services are available to those types of Online Transactions permitted by Alibaba.com only. For any type of Online Transactions, Alibaba.com may limit any or all of the Transaction Services to a specified group of members in accordance with the relevant Transactional Terms. The types of Online Transactions and other benefits, features and functions of the Transaction Services available to a registered member may vary for different countries and regions. No warranty

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or representation is given that the same type and extent of transactions, benefits, features and functions will be available to all members.

2.4 Lawful Items. The products or services of an Online Transaction using the Transaction Services must be lawful items and must not be otherwise prohibited or restricted by this clause 2.4. You shall not use the Transaction Services in connection with any Online Transaction that:

(a) may infringe Alibaba.com' s or any third party' s legitimate or proprietary rights including but not limited to copyright, trademark right, patent or other intellectual property rights;

(b) may be in breach of the [Product Listing Policy](#) or the [Intellectual Property Right \(IPR\) Protection Policy](#); or

(c) may be in breach of other terms of this Agreement including, but not limited to, the Transactional Terms, the General Terms and the [Alibaba.com Supplemental Services Agreement](#).

Alibaba.com shall have the right to refuse or cancel any Online Transaction which it determines in its sole discretion to be in breach of this clause 2.4.

2.5 Refuse or Cancel Transactions. Apart from clause 2.4, Alibaba.com reserves the right, at our sole discretion, to refuse or cancel any Online Transaction for any reason without any liability for any losses or damages arising out of or in connection with such refusal or cancellation. Some situations that may result in an Online Transaction being rejected or canceled include where problems are identified by our credit and fraud control department, where Alibaba.com has reason to believe the Online Transaction is unauthorized, violates any law, rule or regulations or may otherwise subject Alibaba.com or any of our affiliates to liability. Alibaba.com may also require additional verifications or information for any Online Transaction, and you agree to provide such verifications and information to Alibaba.com upon request.

2.6 Alipay Services and Alibaba.com Supplemental Services.

(a)(i) Alibaba.com may, through Alipay, provide certain services for certain Online Transactions ( "Alipay Services" ). Alipay Services are provided by Alipay Singapore E-Commerce Private Limited and its affiliates (collectively, "Alipay" ) to receive payment of funds in support of Sites for the Online Transactions. The Alipay Services are provided in accordance with the terms and conditions set out in the [Alipay Services Agreement](#).

(a)(ii) Alibaba.com may, through its affiliates provide certain services for certain Online Transactions ( "Alibaba.com Supplemental Services" ). Alibaba.com Supplemental Services are provided by Alibaba.com to receive payment of funds in support of Sites for

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the Online Transactions. The Alibaba.com Supplemental Services are provided in accordance with the terms and conditions set out in the [Alibaba.com Supplemental Services Agreement](#).

(b) Buyer Protection Plan. Alibaba.com may also provide buyer protection plan for certain Online Transactions. In case of Seller who has been offered to subscribe to the buyer protection plan, upon entering into a separate agreement with Alipay or Alibaba.com (as the case may be), Seller may be required to provide deposits using the methods as designated by Alipay or Alibaba.com on the Sites to secure Seller' s due performance of obligations under the relevant buyer protection plan. Seller agrees to permit and hereby authorizes Alibaba.com to deduct, withhold and dispose any deposits provided in accordance with the terms under the relevant buyer protection plan. Buyer acknowledges and agrees that the protection afforded to you under a buyer protection plan applies to those Online Transactions where the Seller subscribed to such plan and the purchase falls within the buyer protection plan' s scope and (i) Alipay Services under clause 3.4 of the [Alipay Services Agreement](#) and (ii) Alibaba.com Supplemental Services under clause 3.4 of the [Alibaba.com Supplemental Services Agreement](#) will not be applicable to you for such Online Transactions if Seller subscribed to buyer protection plan and such plan already covers your purchase. Buyer acknowledges and agrees Alibaba.com and Seller may add guarantees for the Seller on such Online Transactions within the scope of buyer protection plan without further notifying Buyer. The guarantee service will be performed, revised, suspended and/or terminated according to the agreement reached between the guarantee service provider and the Seller.

2.7 Transactional Terms. For any type of Online Transactions, Alibaba.com may impose additional restrictions, limitations and prohibitions as well as penalties for any violations in the relevant Transactional Terms.

2.8 Disputes between Buyers and Sellers. You agree that any Dispute arising between you and the other party to an Online Transaction will be handled in accordance with clause 10, and that Alibaba.com shall have the full right and power to make a determination for such Dispute or to delegate or sub-contract such power to another party. Upon receipt of a Dispute, Alibaba.com shall have the right to request either or both of Buyer and Seller to provide supporting documents. You agree that Alibaba.com shall have the absolute discretion to reject or receive any supporting document. You also acknowledge that Alibaba.com is not a judicial or arbitration institution and will make the determinations only as an ordinary non-professional person. Further, we do not warrant that the supporting documents that the parties to the Dispute submit will be true, complete or accurate. You agree not to hold Alibaba.com and our affiliates liable for any material which

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is untrue or misleading. You agree to release and indemnify Alibaba.com (and our agents, affiliates, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with such dispute.

2.9 Powers of Alibaba.com. you expressly acknowledge and agree that Alibaba.com shall have the full power, authority and discretion to reject or cancel an Online Transaction without any liability for any losses or damages arising out of or in connection with such refusal or cancellation and to make a determination on any dispute between buyer and seller including the remittance of the funds under an online transaction that are held by Alipay as instructed by Alibaba.com in accordance with this Agreement, the [Alipay Services Agreement](#), and the relevant Transactional Terms. You also acknowledge that this Agreement, the [Alipay Services Agreement](#), the [Alibaba.com Supplemental Services Agreement](#) and the relevant Transactional Terms may not cover all issues that may arise in connection with an Online Transaction. You agree and accept that Alibaba.com shall have the right to modify or supplement the Transactional Terms at any time, except to the extent prohibited by applicable law. You further agree and accept that Alibaba.com shall have the right to make determinations wherever Alibaba.com considers appropriate having regard to the evidence received by us, commonly accepted principles and practices in the relevant industries and interests of both Buyer and Seller regardless whether the issue in question has been expressly addressed in the Transactional Terms or this Agreement, except to the extent prohibited by applicable law.

2.10 Alibaba.com' s Records. In case of any dispute in connection with any Online Transaction, the records of Alibaba.com shall take precedence and be conclusive, except to the extent prohibited by applicable law.

2.11 Transactions involving a third party finance provider.

You agree that:

- (a) Alibaba.com does not guarantee any third party finance provider (the "Lender" ) will provide financing to Buyer (defined in clause 3 below) in connection with the Online Transaction and shall not be held liable to either Buyer or Seller (defined in clause 3 below) in connection with any third party financing in connection with the Online Transaction;
  - (b) each of Buyer and Seller hereby authorizes Alibaba.com to disclose information related to Buyer, Seller and/or the Online Transaction to the Lender in connection with the Lender ' s provision of financing for the Online Transaction; and
  - (c) any dispute with the Lender in connection with the Online Transaction shall be resolved between the Lender and the Buyer. Notwithstanding the power given to Alibaba.com
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under this Agreement, it is not Alibaba.com' s obligation to resolve or assist in any way in the resolution of such dispute.

### 3. Transactions between Sellers and Buyers

3.1 Seller and Buyer. For the purpose of this Agreement, the term "Seller" means the registered member who supplies the product(s) or service(s) under an Online Transaction, and the term "Buyer" means the registered member who purchases or acquires the product(s) or service(s) under an Online Transaction.

3.2 Online Order. Seller and Buyer shall enter into an Online Transaction for products or services by completing, submitting and accepting an order online using the applicable standard order form on the Sites. Seller and Buyer yourselves shall be responsible for ensuring that you have agreed to, and specified, all the relevant terms and conditions for the products or services in the relevant online order form, including but not limited to the pricing, quantity, specifications, quality standards, inspection, shipping etc., save that, and except to the extent prohibited by applicable law:

a) for all transactions concluded on [www.aliexpress.com](http://www.aliexpress.com) or [www.aliexpress.ru](http://www.aliexpress.ru) website, mobile site, applications or mobile-optimized applications, the Buyer shall be the importer on record for customs and taxation purposes, unless otherwise agreed upon between the Buyer and Seller,

b) for all transactions concluded on <https://tmall.aliexpress.com>, [www.tmall.ru](http://www.tmall.ru) or the mobile applications relating thereto, all risks of damage and loss of products purchased by a Buyer under a transaction will be borne solely by the Buyer upon physical delivery to the specified address, and

c) without prejudice to b) above, title to the products purchased by Buyers from the Russian Federation on <https://tmall.aliexpress.com> or [www.tmall.ru](http://www.tmall.ru) (or the mobile applications relating thereto), will transfer from a Seller to a Buyer upon the Buyer' s confirmation as provided upon occurrence of the event in clause 3.3(a) of the [Alibaba.com Supplemental Services Agreement](#) or clause 3.3(a) of the [Alipay Services Agreement](#) (as the case may be), or expiration of the prescribed time limit as provided in clause 3.3(b) of the [Alibaba.com Supplemental Services Agreement](#) or clause 3.3(b) of the [Alipay Services Agreement](#) (as the case may be).

Alibaba.com may refuse to process or cancel, without liability for any losses or damages arising out of or in connection with such refusal or cancellation, any Online Transaction which in Alibaba.com' s reasonable opinion, has insufficient information to constitute a binding contract.

3.3 Online Transactions Subject to This Agreement. An Online Transaction is additionally subject to the applicable terms and conditions set forth in this Agreement and the

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Transactional Terms. Seller and Buyer shall complete the Online Transaction according to the terms of the online order, the relevant Transactional Terms and this Agreement. Seller or Buyer may only cancel any Online Transaction in accordance with the relevant Transactional Terms.

3.4 Transaction between Seller and Buyer Only. Each Online Transaction is made by and between a Seller and a Buyer only. Despite that Alibaba.com makes available the Transaction Services and, if applicable, may conduct formality review(s) of an Online Transaction, Alibaba.com shall not be considered as a party to the Online Transaction. Alibaba.com does not represent the Seller nor the Buyer in any Online Transaction. Alibaba.com will not be responsible for the quality, safety, lawfulness or availability of the products or services offered under any Online Transaction; or the ability of either Seller or Buyer to complete any Online Transaction (except to the extent prohibited by applicable law). You agree that you will not hold Alibaba.com and our affiliates and agents liable for any losses, damages, claims, liabilities, costs or expenses arising from any Online Transactions, including any breach, partial performance or non-performance of the Online Transaction by the other party to the transaction.

3.5 Payment of Contract Price. For any Online Transaction, Buyer agrees to pay the full transaction price listed for Online Transaction to the Seller through the Alipay website or services of Alibaba.com unless another option is made available directly by Alibaba.com on the Sites. When using Alipay or Alibaba.com to submit payment for an Alibaba.com Online Transaction, payments are (in the case of Online Transaction through Alipay) processed through accounts owned by Alipay or one of its affiliates and/or a registered third party service provider acting on Alipay' s behalf, and (in the case of Online Transaction through Alibaba.com) processed through accounts owned by Alibaba.com or one of its affiliates and/or a registered third party service provider acting on Alibaba.com ' s behalf. The funds are received for the Seller in accordance with the Transaction Services Agreement. Seller agrees that the Buyer' s full payment of the transaction price listed for the Online Transaction to Alipay or Alibaba.com (as the case may be) constitutes final payment to Seller and Buyer' s payment obligation for the Online Transaction is fully satisfied upon receipt of funds by Alipay' s or Alibaba.com' s account.

In the case the Online Transaction adopts Alipay Services, the payment in connection with the Online Transactions concluded will be facilitated by Alipay. Alipay shall not dispose of any such fund except in accordance with Alibaba' s terms as agreed by Seller and Buyer which are set out in the terms and conditions of this Agreement and the [Alipay Services Agreement](#). Seller has requested and agreed that the settlement of funds to Seller be delayed as provided in the [Alipay Services Agreement](#).

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By using the Alipay Services, you acknowledge and agree that Alipay is not a bank and the Alipay Services should in no way be construed as the provision of banking services. Alipay is not acting as a trustee, fiduciary or escrow with respect to User' s funds and it does not have control of, nor liability for, the products or services that are paid for with the Alipay Services. Alipay does not guarantee the identity of any User or ensure that a Buyer or a Seller will complete a transaction on Sites. You further agree that neither Buyer nor Seller will receive interest or other profits in relation to the Alipay Services.

In the case the Online Transaction adopts Alibaba.com Supplemental Services, the payment in connection with the Online Transactions concluded will be facilitated by Alibaba.com. Alibaba.com shall not dispose of any such fund except in accordance with Alibaba.com' s terms as agreed by Seller and Buyer which are set out in the terms and conditions of this Agreement and the [Alibaba.com Supplemental Services Agreement](#). Seller has requested and agreed that the settlement of funds to Seller be delayed as provided in the [Alibaba.com Supplemental Services Agreement](#).

By using the Alibaba.com Supplemental Services, you acknowledge and agree that Alibaba.com is not a bank and the Alibaba.com Supplemental Services should in no way be construed as the provision of banking services. Alibaba.com is not acting as a trustee, fiduciary or escrow with respect to User' s funds and it does not have control of, nor liability for, the products or services that are paid for with the Alibaba.com Supplemental Services. Alibaba.com does not guarantee the identity of any User or ensure that a Buyer or a Seller will complete a transaction on Sites. You further agree that neither Buyer nor Seller will receive interest or other profits in relation to the Alibaba.com Supplemental Services.

3.6 Payment Methods. Please note that the payment methods available on the Sites may be provided by Alibaba.com' s partners. If there is any chargeback or reversal of any payment requested by a payment service partner, Seller agrees that Alibaba.com has the right to refund the money so requested by the payment service partner without liability to Seller. Alibaba.com will use reasonable efforts to assist you in participating in the dispute resolution process of the relevant payment service partners. However, if the participation in the dispute resolution process is subject to additional fees, this will be at your own cost only.

3.7 Third Party Vendors. You may engage one or more third party vendors for the purpose of completing and fulfilling an Online Transaction such as the warehousing and logistic service companies, shipping agents, inspection agents, insurance companies, etc. Some of such third party vendors may be partners of Alibaba.com and thus designated by Alibaba.com to you. Among such designated partners, you may be required to agree and

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accept the terms and conditions of their services online within the Sites. Notwithstanding the foregoing, for all third party vendors, you acknowledge and agree that such third party vendors are engaged at your own discretion and cost and that you will not hold Alibaba.com and our affiliates and agents liable for any losses, damages, claims, liabilities, costs or expenses arising from the services of such third party vendors. You shall ensure that the third parties comply with [Terms of Use](#) and Privacy Policy (as defined above).

3.8 Your Agent. If you are required to conclude and complete an Online Transaction through an agent e.g. a Seller may be required to engage a qualified import and export agent as its export agent, such agent is merely an agent of you. If any obligations are required to be performed by the agent, you shall remain solely liable to the other party of the Online Transaction for the non-performance or default by your agent.

#### 4. Alibaba.com Service Fees

4.1 Service Fees. Alibaba.com charges service fees for Online Transactions according to the fee schedules announced by Alibaba.com on the Sites. Alibaba.com reserves the right to charge any service fees for other types of Online Transactions upon prior notification published on the Sites. In a case where the Online Transaction adopts Alipay Services, you hereby authorize Alibaba.com to instruct Alipay or, with respect to payments originating in a Relevant Jurisdiction, AliExpress Russia Holding Pte. Ltd to deduct any service fees that are due and payable to Alibaba.com under an Online Transaction and to pay the same to Alibaba.com when Alipay releases any amount held by it under the Online Transaction. Neither Alibaba.com nor Alipay has any control over, and are not responsible or liable for, the products or services that are paid for with our service. We cannot ensure that a buyer or a seller you are dealing with will actually complete the transaction.

4.2 Third Party Fees Not Included. The service fees charged by Alibaba.com do not include any fees (including all taxes) for any service or product that you may acquire or purchase in connection with the Online Transaction. It shall be your responsibility to settle the fees with such third party vendors.

4.3 Taxes, Financial Charges Not Included. All fees charged by Alibaba.com are exclusive of any taxes (such as VAT), duties or other governmental levies or any financial charges. You agree to pay and be responsible for any such taxes, duties, levies or charges for the use of the Transaction Services in addition to our service fees. In the event Alibaba.com is required by any applicable law to collect or withhold any taxes or duties, you agree to pay such taxes or duties to Alibaba.com. You will also be liable for any financial charges for remission of funds to you, and Alibaba.com shall have the right to pay such charges from such funds. Alibaba.com and Alipay shall have the right to deduct any financial charges

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incurred as a result of providing the Transaction Services and the party receiving the funds will bear the costs of such bank charges.

#### 5. Member' s Responsibilities

5.1 Provision of Information and Assistance. You agree to give all notices, provide all necessary information, materials and approval, and render all reasonable assistance and cooperation necessary for the completion of the Online Transactions and Alibaba.com' s provision of the Transaction Services. If your failure to do so results in delay in the provision of any Transaction Service, cancellation of any Online Transaction, or disposal of any funds, Alibaba.com shall not be liable for any losses or damages arising from such default, delay, cancellation or disposal.

5.2 Representations and Warranties. You represent and warrant that:

- (a) you will use the Transaction Services in good faith and in compliance with all applicable laws and regulations, including laws related to anti-money laundering and counter-terrorism financing;
- (b) all information and material you provide in connection with the use of the Transaction Services is true, lawful and accurate, and is not false, misleading or deceptive;
- (c) you will not use the Transaction Services to defraud Alibaba.com, our affiliates, or other members or users of the Sites or engage in other unlawful activities (including without limitation dealing in products prohibited by law); and
- (d) in case that you are a Seller of products, you have the legitimate right and authorization to sell, distribute or export the products using the Transaction Services and such products do not infringe any third party' s rights; and
- (e) in case that you are a Seller of products, you have good title to the products ordered under the Online Transaction, and the products meet the agreed descriptions and requirements; and
- (f) in case that you are a Seller of services, you will provide the services ordered with reasonable care and skills.

5.3 Breaches. If you are, in Alibaba.com' s opinion, not acting in good faith, abusing the Transaction Services, or otherwise acting in breach of this Agreement, Alibaba.com shall have the right, except to the extent prohibited by applicable law, to cancel the relevant Online Transaction(s) at any time without any liability for any losses or damages arising out of or in connection with such cancellation. Except to the extent prohibited by applicable law, Alibaba.com also reserves the right to impose any penalty, or to temporarily or permanently suspend or terminate your use of the Transaction Services, temporarily or permanently suspend or terminate or procure the suspension or termination of your paid

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or free membership on the Sites. Alibaba.com also reserves the right to, except to the extent prohibited by applicable law, (i) temporarily suspend the transaction functionalities of your account with Alibaba.com for a prescribed period determined by Alibaba.com, or permanently terminate the use of your Alibaba.com account and/or (ii) authorize Alipay to temporarily suspend the transaction functionalities of your Alipay account for a prescribed period determined by Alibaba.com, or permanently terminate the use of your Alipay account without any liability for any losses or damages arising out of or in connection with such suspension or termination. Alibaba.com may also publish the findings, penalties and other records regarding the breaches on the Sites.

5.4 Obligations to Pay Taxes. You shall be solely responsible for payment of any taxes (such as VAT), duties or other governmental levies or any charges or fees that may be imposed on any products or services purchased or supplied under or in connection with the Online Transactions.

5.5 Feedback System. You shall not take any action which may undermine the integrity of Alibaba.com' s feedback system, such as providing positive feedback on oneself on the Sites using secondary Member IDs or through third parties or by providing unsubstantiated negative feedback on another member on the Sites.

5.6 Indemnification by Member. You agree to indemnify Alibaba.com and our affiliates, employees, directors, officers, agents and representatives and to hold them harmless, from any and all losses, damages, actions, claims and liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, from your use of the Transaction Services or from your breach of this Agreement, except to the extent prohibited by applicable law. Alibaba.com reserves the right, at our own discretion, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Alibaba.com in asserting any available defenses.

5.7 Collection and Use of Information for Transaction Services. If you have applied for and/or used the Transaction Services of Alibaba.com, you acknowledge and agree that Alibaba.com shall have the right to use the information collected about you and your Online Transactions, including but not limited to your credit information, business information, personal information (such as applicant name and home address) and financial information (the "Collected Information" ) to facilitate the administration, processing, and operation of your use of the services. In connection with your use of the Transaction Services, Alibaba.com may use the Collected Information in the manner set out in the Privacy Policy and/or personal information collection statement relevant to the Transaction Services that you have agreed to prior to or during your application for and use of the Transaction Services.

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## 6. Confidentiality

6.1 Confidential Obligations. You shall keep confidential all confidential information provided by other members of the Sites or by Alibaba.com or any of its affiliates in connection with any Online Transaction or the Transaction Services.

6.2 Confidential Information. All information and material provided by another member of the Sites or by Alibaba.com or any of its affiliates will be deemed to be confidential information unless such information or material is already in the public domain or has subsequently becomes public other than due to your breach of the confidential obligations.

6.3 Data Protection and Privacy. You must read the privacy policies of Sites which govern the protection and use of personal information of Buyers and Sellers in the possession of Alibaba.com and its affiliates and explains how your personal information may be processed in connection with products and services offered by Alibaba.com. Our Privacy Policy can be accessed at [Alibaba.com Privacy Policy](#), for users who access or use the Sites relating to the Alibaba.com e-commerce platform, and [Aliexpress.com Privacy Policy](#) or the Privacy Policy of "www.aliexpress.ru" and "www.tmall.ru" , which is currently at <https://rule.alibaba.com/rule/detail/8221.htm>, for users who access or use the Sites relating to the AliExpress e-commerce platforms.

6.4 Data Protection and Privacy Role of Sellers. Sellers acknowledge that they have their own data protection and privacy compliance responsibilities with respect to personal information of Buyers or other individuals that the Seller processes. Sellers represent and warrant, and undertake to Alibaba.com to ensure, that in relation to such personal information they are and will be fully compliant with all applicable data protection and privacy laws, including without limitation maintaining their own records of such personal information independently of the platform (to the extent required under applicable laws), complying with direct marketing laws, and responding to requests by individuals to exercise their rights under such laws. Neither Alibaba.com nor any of its affiliates is responsible or liable for a Seller's fulfilment of their obligations under applicable data protection and privacy laws. For the avoidance of doubt, in relation to such personal information the liability and obligations of Alibaba.com and its affiliates under applicable data protection and privacy laws are entirely independent of and separate from the liability and obligations of Sellers under such laws. Alibaba.com shall have no liability to any Sellers for the compliance, by Alibaba.com or its affiliates, with its or their own obligations under applicable data protection or privacy laws, including without limitation in relation to the exercise by Buyers or other individuals of their rights regarding their personal information processed in connection with any services and products provided by Alibaba.com.

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## 7. Disclaimer and Limitation of Liability

7.1 No Warranty. You expressly agrees that your use of the Transaction Services is at your sole risk. TO THE FULL EXTENT PERMITTED BY LAW THE TRANSACTION SERVICES ARE PROVIDED ON THE "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASES, AND ALIBABA.COM MAKES NO REPRESENTATION OR WARRANTY THAT THE TRANSACTION SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR FREE. ALIBABA.COM MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE ACCURACY, TRUTHFULNESS AND COMPLETENESS OF THE INFORMATION PROVIDED BY ANY MEMBER OF THE ALIBABA.COM SITES. YOU WILL BE SOLELY RESPONSIBLE FOR ALL CONSEQUENCES RESULTING FROM YOUR OWN JUDGEMENT AND DECISION TO USE OR OTHERWISE RELY ON SUCH INFORMATION. ALIBABA.COM AND OUR AFFILIATES FURTHER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF CONDITION, QUALITY, DURABILITY, PERFORMANCE, ACCURACY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY DISCLAIMED AND EXCLUDED.

7.2 Exclusion and Limitation of Liabilities. TO THE FULL EXTENT PERMITTED BY LAW, ALIBABA.COM SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITIES OR LOSS OF DATA, WHETHER IN CONTRACT, NEGLIGENCE, TORT, EQUITY OR OTHERWISE, ARISING FROM THE USE OF OR INABILITY TO USE THE TRANSACTION SERVICES. THE AGGREGATE LIABILITY OF ALIBABA.COM AND OUR AFFILIATES AND AGENTS INCLUDING BUT NOT LIMITED TO ALIPAY ARISING FROM THE TRANSACTION SERVICES IN CONNECTION WITH ANY ONLINE TRANSACTION SHALL NOT EXCEED THE HIGHER OF THE SERVICE FEES CHARGED BY ALIBABA.COM OR US\$1,000.

7.3 SOME OR ALL OF THESE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IF YOUR STATE, PROVINCE OR COUNTRY DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS UNDER YOUR LOCAL LAW IN YOUR STATE, PROVINCE OR COUNTRY THAT VARY FROM STATE TO STATE. NOTHING IN THIS AGREEMENT IS INTENDED TO AFFECT THOSE RIGHTS IF THEY ARE APPLICABLE TO YOU.

## 8. Force Majeure

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8.1 Under no circumstances shall Alibaba.com, our affiliates and/or agents be held liable for any delay or failure or disruption of the Transaction Services resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, or non-performance of third parties or any suspension or disruption of transportation or business operation (including but not limited to delays or disruption of the resumption of work or operation ordered by any government agency) in the event of a national or regional spread of epidemic or pandemic.

#### 9. Notices

9.1 Notices. Except as explicitly stated otherwise, legal notices shall be served on you by sending notices to the email address in your latest membership profile on the Sites. Notice shall be deemed given 24 hours after email is sent, unless we are notified that the email address is invalid. Alternatively, we may give you legal notices by mail to the address in your latest membership profile in which case the notice shall be deemed given five days after the date of mailing. Except as explicitly stated otherwise, legal notices shall be served on Alibaba.com (other than AliExpress Russia Holding Private Limited) by sending the notices to Alibaba.com personally, by courier or certified mail at 26/F, Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong, for the attention of the Legal Department; while legal notices to AliExpress Russia Holding Private Limited shall be sent personally, by courier or certified mail to 8 Shenton Way, #45-01 AXA Tower, Singapore 068811, Attn: Legal Department.

#### 10. Governing Law; Jurisdiction

10.1 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION ( "HONG KONG" ) WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES, EXCEPT AS OTHERWISE STIPULATED UNDER APPLICABLE LAW.

10.2 Amicable Negotiations. If any dispute or claim arises from or in connection with this Agreement, an Online Transaction or your access to or use of the Transaction Services ( " Dispute" ), the relevant parties shall resolve the Dispute through amicable negotiations.

10.3 DISPUTE BETWEEN BUYER AND SELLER. IN CASE A DISPUTE ARISES BETWEEN BUYER AND SELLER , IF THE DISPUTE IS NOT RESOLVED THROUGH AMICABLE NEGOTIATION WITHIN THE PRESCRIBED TIME PERIOD ACCORDING TO THE RELEVANT TRANSACTIONAL TERMS, YOU AGREE TO SUBMIT THE DISPUTE TO ALIBABA.COM FOR DETERMINATION. IF

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YOU ARE DISSATISFIED WITH ALIBABA.COM' S DETERMINATION AND EXCEPT AS OTHERWISE STIPULATED UNDER APPLICABLE LAW, YOU MUST APPLY TO THE HONG KONG ARBITRATION CENTRE ( "HKIAC" ) FOR ARBITRATION AND NOTIFY ALIBABA.COM OF SUCH APPLICATION WITHIN 20 CALENDAR DAYS AFTER THE DATE OF RECEIPT OF ALIBABA.COM' S DETERMINATION. IF EACH OF BUYER AND SELLER IN THE DISPUTE DOES NOT APPLY FOR ARBITRATION WITHIN THE ABOVE 20 CALENDAR DAYS, EACH OF THE BUYER AND THE SELLER SHALL BE DEEMED TO HAVE AGREED THAT ALIBABA.COM' S DETERMINATION SHALL BE FINAL AND BINDING ON YOU. WITH A FINAL DETERMINATION, IN THE CASE THE ONLINE TRANSACTION ADOPTS THE ALIPAY SERVICES, ALIBABA.COM MAY INSTRUCT ALIPAY TO DISPOSE THE FUNDS HELD BY ALIPAY ACCORDING TO SUCH DETERMINATION, AND IN THE CASE THE ONLINE TRANSACTION ADOPTS ALIBABA.COM SUPPLEMENTAL SERVICES, ALIBABA.COM MAY DISPOSE OF THE FUNDS HELD BY ALIBABA.COM ACCORDING TO SUCH DETERMINATION. FURTHER, EACH OF BUYER AND SELLER SHALL BE DEEMED TO HAVE WAIVED ANY CLAIM AGAINST ALIBABA.COM, ALIPAY AND OUR AFFILIATES AND AGENTS.

10.4 Disputes between you and Alibaba.com. In case a Dispute arises between you and Alibaba.com, if the Dispute is not resolved between you and Alibaba.com by amicable negotiations and except as otherwise stipulated under applicable law, you and Alibaba.com agree that the Dispute shall be finally resolved by arbitration with the HKIAC.

10.5 HKIAC ARBITRATION. IF ANY DISPUTE IS SUBMITTED TO THE HKIAC FOR ARBITRATION, THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE RULES OF THE HKIAC IN FORCE AT THE TIME OF APPLYING FOR ARBITRATION AS AMENDED BY THIS CLAUSE. THE ARBITRATION PANEL SHALL CONSIST OF ONE SINGLE ARBITRATOR. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATION SHALL BE CONDUCTED IN ENGLISH AND IN HONG KONG. THE ARBITRATION SHALL BE CONDUCTED BY TELEPHONE, ONLINE AND/OR SOLELY BASED ON WRITTEN SUBMISSIONS AS SPECIFIED BY THE PARTY INITIATING THE ARBITRATION, PROVIDED THAT THE ARBITRATION SHALL NOT INVOLVE ANY PERSONAL APPEARANCE BY THE PARTIES OR WITNESSES UNLESS OTHERWISE AGREED BY THE PARTIES. THE ARBITRATION AWARD RENDERED BY THE HKIAC SHALL BE FINAL AND BINDING ON ALL THE RELEVANT PARTIES. THE ARBITRATION EXPENSES SHALL BE BORNE BY THE LOSING PARTY UNLESS OTHERWISE DETERMINED IN THE AWARD.

10.6 Indemnification. If you initiate any legal proceedings against Alibaba.com or our affiliates in breach of this clause 10, including any legal proceedings disputing Alibaba.com' s determination which has become binding on you according to this clause 10, you shall

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hold Alibaba.com and our affiliates, agents, employees, directors, officers harmless and indemnified against any claim, losses, damages that may be suffered by us.

10.7 Limitation Period. In any event, you may not make any claim against Alibaba.com or our affiliates under this Agreement after one year from the occurrence of the matter giving rise to the claim.

10.8 Injunctive Relief. Notwithstanding the foregoing provisions, either party may seek injunctive or other equitable relief against the other party in any court of competent jurisdiction prior to or during the arbitration.

#### 11. General Provisions

11.1 Entire Agreement. This Agreement constitutes the entire agreement between you and Alibaba.com with respect to and governs the use of the Transaction Services, superseding any prior written or oral agreements in relation to the same subject matter herein.

11.2 Severance. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall remain valid and be enforced.

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

11.4 Independent Contractor. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

11.5 No Waiver. Any failure by Alibaba.com and our affiliates to exercise any of our rights under this Agreement shall not constitute a waiver of such right or a waiver with respect to subsequent or similar breach. A waiver shall be effective only if made in writing.

11.6 Assignment. Alibaba.com shall have the right to assign this Agreement (including all of our rights, titles, benefits, interests, and obligations and duties in this Agreement) to any of our affiliates and to any successor in interest. Alibaba.com may delegate certain of Alibaba.com rights and responsibilities under this Agreement to independent contractors or other third parties. You may not assign, in whole or part, this Agreement to any person or entity.

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## Terms of Use

### Part A: New version - effective as of April 30, 2021

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY!

Welcome to [www.alibaba.com](http://www.alibaba.com) and [www.aliexpress.com](http://www.aliexpress.com)! These Terms of Use describe the terms and conditions applicable to your access and use of the websites, mobile sites, mobile applications and other portals owned, operated, branded or made available by Alibaba.com (defined below) from time to time which relate to (a) the Alibaba e-commerce platform including but not limited to the web and mobile-optimized versions of the websites identified by the uniform resource locator "[www.alibaba.com](http://www.alibaba.com)" and the [mobile applications of the Alibaba.com e-commerce platform](#) (the "Alibaba Sites" ); and (b) the AliExpress e-commerce platform including but not limited to the web and mobile-optimized versions of the websites identified by the uniform resource locators " [www.aliexpress.com](http://www.aliexpress.com)" , "[www.aliexpress.ru](http://www.aliexpress.ru)" and "[www.tmall.ru](http://www.tmall.ru)" ( "AliExpress Sites" ), and the [mobile applications](#) of the AliExpress e-commerce platforms,(with Alibaba.com Sites and AliExpress Sites collectively the "Sites" ). This document is a legally binding agreement between you as the user(s) of the Sites (referred to as "you" , "your" or "User" hereinafter) and the Alibaba.com contracting entity determined in accordance with clause 2.1 below (referred to as "we" , "our" or "Alibaba.com" hereinafter).

- **Application and Acceptance of the Terms**

1.1 Your access to and use of the Sites and Alibaba.com' s services, software and products through the Sites, which shall include the platforms described in clause 7.1 of the Terms (such services, software and products collectively referred to as the "**Services**" hereinafter) is subject to the terms and conditions contained in this document as well as the [Privacy Policy](#) (defined in clause 3.3 below), the [Product Listing Policy](#) and any other rules and policies of the Sites that Alibaba.com may publish from time to time. This document and such other rules and policies of the Sites are collectively referred to below as the "**Terms**" . By accessing and use of the Sites and Services, you agree to accept and be bound by the Terms. Please do not access or use the Services or the Sites if you do not accept all of the Terms.

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1.2 You may not access or use the Services or the Sites and may not accept the Terms if (a) you are not of legal age to form a binding contract with Alibaba.com, or (b) you are not permitted to receive any Services under the laws of Hong Kong or other countries/regions including the country/region in which you are resident or from which you access and use the Services and the Sites.

1.3 Alibaba.com may amend any Terms at any time by posting the relevant amended and restated Terms on the Sites. By continuing to access or use the Services or the Sites, you agree that the amended and restated Terms will apply to you.

1.4 If Alibaba.com has posted or provided a translation of the English language version of the Terms, you agree that the translation is provided for convenience only and that the English language version will govern your access to and use of the Services or the Sites.

1.5 You may be required to enter into separate agreement(s), whether online or offline, with Alibaba.com or our affiliate for any Service (or features within the Services) (each an **"Additional Agreement"** ). If there is any conflict or inconsistency between the Terms and an Additional Agreement, the Additional Agreement shall take precedence over the Terms only in relation to that Service (or feature within the Service) concerned.

1.6 The Terms may not otherwise be modified except in writing by an authorized officer of Alibaba.com.

- **Provision of Services**

2.1 If you are a registered member of any of the Sites, and you are from mainland China, you are contracting with Hangzhou Alibaba Advertising Co., Ltd.

If you are a registered member of any of the Sites, and you are from Hong Kong or Macau, the Alibaba.com contracting entity that you are contracting with is Alibaba.com Hong Kong Limited.

If you are a registered member of any of the Sites, and either (a) you are from a place outside mainland China, Hong Kong, Macau; or (b) you access and use the Alibaba Sites from any of the Relevant Jurisdictions, you are contracting with Alibaba.com Singapore E-Commerce Private Limited (incorporated in Singapore with Company Reg. No.

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200720572D). As some or part of the Services may be supported and provided by affiliates of Alibaba.com, Alibaba.com may delegate some of the Services to its affiliates.

Notwithstanding anything to the contrary in the forgoing provisions in this clause 2.1, if you are a registered member of AliExpress, and you are resident in or access and use the AliExpress Sites from any of the Relevant Jurisdictions (the "**AliExpress Relevant Jurisdiction User**" ), your contract is with AliExpress Russia Holding Private Limited (incorporated in Singapore with Company Reg. No. 201917627W). "**Relevant Jurisdictions**" shall mean the Russian Federation, Azerbaijan, Armenia, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Turkmenistan, Tajikistan and Uzbekistan.

2.2 You must register as a member on the Sites in order to access and use some Services. Further, Alibaba.com reserves the right, without prior notice, to restrict access to or use of certain Services (or any features within the Services) to paying Users, or subject to other conditions that Alibaba.com may impose in our discretion.

2.3 Services (or any features within the Services) may vary for different regions and countries. No warranty or representation is given that a particular Service or feature or function thereof or the same type and extent of the Service or features and functions thereof will be available for Users. Alibaba.com may in our sole discretion limit, deny or create different levels of access to and use of any Services (or any features within the Services) with respect to different Users.

2.4 Alibaba.com may launch, change, upgrade, impose conditions to, suspend, or stop any Services (or any features within the Services) without prior notice except that in case of a fee-based Service, such changes will not substantially adversely affect the ability of such paying Users to enjoy that Service, except in respect of any AliExpress Relevant Jurisdiction Users. In respect of any AliExpress Relevant Jurisdiction Users, AliExpress Russia Holding Private Limited may launch, change, upgrade, impose conditions to, suspend, or stop any Services (or any features within the Services) without prior notice except that in case of a fee-based Service, such changes will not substantially adversely affect the ability of such paying Users to enjoy that Service.

2.5 Some Services (or part thereof) may be provided by Alibaba.com' s affiliates on behalf of Alibaba.com.

2.6 Promotion Services provided by Alibaba.com pursuant to the terms hereunder shall include: 1) Top Ranking and Sponsored Listing; 2) services that benefit, promote, support,

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whether directly or indirectly, the business of User, the User' s brand, product, store, logo, trademark, service mark, User Content (as defined in clause 3.7 of the Terms) and/or derivative work using the User Content on software, applications, tools, browser extensions and/or platforms operated and/or controlled by Alibaba.com ( "Alibaba Channels" ) and/or on software, applications, channels, platforms, websites and/or any other forms of media that are operated and/or controlled by third parties ( "Third Party Channels" ); and 3) any such other services as may be announced by Alibaba.com from time to time. Alibaba.com shall be entitled to, at its sole discretion, determine whether the Promotion Services or any part thereof will be available to you.

### 3. Users Generally

3.1 As a condition of your access to and use of the Sites or Services, you agree that you will comply with all applicable laws and regulations when accessing or using the Sites or Services.

3.2 You agree that (a) you will not copy, reproduce, download, re-publish, sell, distribute or resell any Services or any information, text, images, graphics, video clips, sound, directories, files, databases or listings, etc available on or through the Sites (the "Site Content" ), and (b) you will not copy, reproduce, download, compile or otherwise use any Site Content for the purposes of operating a business that competes with Alibaba.com, or otherwise commercially exploiting the Site Content. Systematic retrieval of Site Content from the Sites to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from Alibaba.com is prohibited. Use of any content or materials on the Sites for any purpose not expressly permitted in the Terms is prohibited.

3.3 You must read the following documents which govern the protection and use of personal information about Users in the possession of Alibaba.com and our affiliates:

- a) for Users who access or use Sites relating to the Alibaba e-commerce platform, the [Alibaba.com Privacy Policy](#), and
- b) for Users who access or use Sites relating to the AliExpress e-commerce platforms, the [Aliexpress.com Privacy Policy](#), or the [Privacy Policy of "www.aliexpress.ru" and "www.tmall.ru"](#) (collectively, the "Privacy Policy" ).

3.4 Alibaba.com may allow Users to access to content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise), API or otherwise to such third parties' web sites. You are cautioned to read such web sites'

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terms and conditions and/or privacy policies before using the Sites. You acknowledge that Alibaba.com has no control over such third parties' web sites, does not monitor such web sites, and shall not be responsible or liable to anyone for such web sites, or any content, products or services made available on or through such web sites.

3.5 You agree not to undertake any action to undermine the integrity of the computer systems or networks of Alibaba.com and/or any other User nor to gain unauthorized access to such computer systems or networks.

3.6 You agree not to undertake any action which may undermine the integrity of Alibaba.com' s feedback system, such as leaving positive feedback for yourself using secondary Member IDs or through third parties or by leaving unsubstantiated negative feedback for another User.

3.7 By posting or displaying any logos, trademarks, service marks, brands, description/information in the product listings, and any other information, content or material on the Sites (any of such information, content or material, collectively referred to as "**User Content**" ) or providing any User Content to Alibaba.com and/or its affiliates and their respective representative(s), and to the extent permitted under applicable laws, you grant an irrevocable, perpetual, worldwide, royalty-free, and sub-licensable (through multiple tiers) license to Alibaba.com and/or its affiliates and their respective representative(s) to display, transmit, distribute, reproduce, publish, duplicate, adapt, modify, edit, translate, create derivative works using the User Content, remove any part of it (including, without limitation, the watermark or mark the User Content bears), and otherwise use any or all of the User Content in any form, media, or technology now known or not currently known in any manner, on the Sites, Alibaba Channels and/or Third Party Channels and for any purpose which may be beneficial, whether directly or indirectly, to Alibaba.com, the operation of the Sites, the provision of any Services and Promotion Services and/or the business of the User. You confirm and warrant to Alibaba.com that you have all the rights, power and authority necessary to grant the above license and the User Content and use of such User Content (including derivative works) by Alibaba.com and/or its affiliates under such license is free from any infringement or violation of any Third Party Rights (as defined in clause 5.4 of the Terms). To the maximum extent permitted by law, you waive your right to enforce your Intellectual Property Rights in the User Content against Alibaba.com and/or its affiliates, assignees or sub-licensees in connection with use of such User Content in connection with the Services. Information that is protected under data protection laws will only be used and kept in compliance with those laws.

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#### 4. Member Accounts

4.1 User must be registered on the Sites to access or use some Services (a registered User is also referred to as a "**Member**" below). Except with Alibaba.com' s approval, one User may only register one member account on the Sites. Alibaba.com may cancel or terminate a User' s member account if Alibaba.com has reasons to suspect that the User has concurrently registered or is in control of two or more member accounts. Further, Alibaba.com may reject User' s application for registration for any reason.

4.2 Upon registration on the Sites, Alibaba.com shall assign an account and issue a member ID and password (the latter shall be chosen by a registered User during registration) to each registered User. An account may have a web-based email account with limited storage space for the Member to send or receive emails.

4.3 A set of Member ID and password is unique to a single account. Each Member shall be solely responsible for maintaining the confidentiality and security of your Member ID and password and for all use of and activities that occur under your account (whether such use or activities are authorized or not). No Member may share, assign, or permit the use of your Member account, ID or password by another person, even to other individuals within the Member' s own business entity (where applicable). Member agrees to notify Alibaba.com immediately if you become aware of any unauthorized use of your password or your account or any other breach of security of your account.

4.4 Member agrees that all use of the Sites and Services, and all activities that occur under your account (including without limitation, posting any company or product information, clicking to accept any Additional Agreements or rules, subscribing to or making any payment for any services, sending emails using the email account or sending SMS) will be deemed to have been authorized by the Member.

4.5 Member acknowledges that sharing of your account with other persons, or allowing multiple users outside of your business entity to use your account (collectively, "**multiple use**"), may cause irreparable harm to Alibaba.com or other Users of the Sites. Member shall indemnify Alibaba.com, our affiliates, directors, employees, agents and representatives against any loss or damages (including but not limited to loss of profits) suffered as a result of the multiple use of your account. Member also agrees that in case of the multiple use of your account or Member' s failure to maintain the security of your account, Alibaba.com

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shall not be liable for any loss or damages arising from such a breach and shall have the right to suspend or terminate Member' s account without liability to the Member.

## 5. Member' s Responsibilities

5.1 Each Member represents, warrants and agrees that (a) you have full power and authority to accept the Terms, to grant the license and authorization and to perform the obligations hereunder; (b) your access and use the Sites and Services will be for business purposes only; and (c) for Members who are business entities, the address you provide when registering is the principal place of business of your business entity. For purposes of this provision, a branch or liaison office will not be considered a separate entity and your principal place of business will be deemed to be that of your head office.

5.2 Member will be required to provide information or material about your entity, business or products/services as part of the registration process on the Sites for your access to and use of any Service or the member account. Each Member represents, warrants and agrees that (a) such information and material whether submitted during the registration process or thereafter throughout the continuation of the use of the Sites or Service is true, accurate, current and complete, and (b) you will maintain and promptly amend all information and material to keep it true, accurate, current and complete.

**5.3 Upon becoming a Member, you consent to the inclusion of the contact information about you in our database and authorize Alibaba.com and our affiliates to share the contact information with other Users or otherwise use your personal information in accordance with the Privacy Policy.**

5.4 Each Member represents, warrants and agrees that (a) you shall be solely responsible for obtaining all necessary third party licenses and permissions regarding any User Content that you submit, post or display; (b) any User Content that you submit, post or display does not infringe or violate any of the copyright, patent, trademark, trade name, trade secrets or any other personal or proprietary rights of any third party ( **"Third Party Rights"** ); and (c) you have the right and authority to sell, trade, distribute or export or offer to sell, trade, distribute or export the products or services described in the User Content and such sale, trade, distribution or export or offer does not violate any Third Party Right; and (d) neither the Member nor any of its related persons, have been banned or removed from any major e-commerce platforms, or otherwise implicated in selling counterfeit or pirated products online.

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5.5 Each Member further represents, warrants and agrees that the User Content that you submit, post or display shall:

- a) be true, accurate, complete and lawful;
- b) not be false, misleading or deceptive;
- c) not contain information that is defamatory, libelous, threatening or harassing, obscene, objectionable, offensive, sexually explicit or harmful to minors;
- d) not contain information that is discriminatory or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- e) not violate the [Product Listing Policy](#), other Terms or any applicable Additional Agreements
- f) not violate any applicable laws and regulations (including without limitation those governing export control, consumer protection, unfair competition, price gouging or false advertising) or promote any activities which may violate any applicable laws and regulations;
- g) not contain any link directly or indirectly to any other web Sites which includes any content that may violate the Terms.

5.6 Each Member further represents, warrants and agrees that you shall/are:

- a) carry on your activities on the Sites in compliance with any applicable laws and regulations;
- b) conduct your business transactions with other users of the Sites in good faith;
- c) carry on your activities in accordance with the Terms and any applicable Additional Agreements;
- d) not use the Services or Sites to defraud any person or entity (including without limitation sale of stolen items, use of stolen credit/debit cards);
- e) not impersonate any person or entity, misrepresent yourself or your affiliation with any person or entity;
- f) not engage in spamming or phishing;
- g) not engage in any other unlawful activities (including without limitation those which would constitute a criminal offence, give rise to civil liability, etc) or encourage or abet any unlawful activities;
- h) not involve attempts to copy, reproduce, exploit or expropriate Alibaba.com' s various proprietary directories, databases and listings;
- i) not involve any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information;
- j) not involve any scheme to undermine the integrity of the data, systems or networks used by Alibaba.com and/or any user of the Sites or gain unauthorized access to such data, systems or networks;

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k) not, and your director(s), officer(s), controlling party/ies, affiliates and legal jurisdiction in which any of the foregoing persons or entities is organized or has operations are not, persons or entities that are subject to any economic or fraud sanctions of any governmental, international or regulatory entities; and  
l) not engage in any activities that would otherwise create any liability for Alibaba.com or our affiliates.

5.7 Member may not use the Sites, Services or member account to engage in activities which are identical or similar to Alibaba.com's e-commerce marketplace business.

5.8 If Member provides a business referee, Member represents, warrants and agrees that you have obtained all necessary consents, approvals and waivers from such referee to (a) act as your business referee; (b) post and publish their contact details and information, reference letters and comments on their behalf; and (c) that third parties may contact such business referees to support claims or statements made about you. You further warrant and agree that all reference letters and comments are true and accurate and third parties may contact the business referees without the need to obtain your consent.

5.9 Member agrees to provide all necessary information, materials and approval, and render all reasonable assistance and cooperation necessary for Alibaba.com's provision of the Services, evaluating whether Member has breached the Terms and/or handling any complaint against the Member. If Member's failure to do so results in delay in, or suspension or termination of, the provision of any Service, Alibaba.com shall not be obliged to extend the relevant service period nor be liable for any loss or damages arising out of or in connection with such delay, suspension or termination.

5.10 Member acknowledges and agrees that Alibaba.com reserves the right to, but shall not be required to actively monitor or exercise any editorial control whatsoever over the content of any message or material or information (including User Content) created, obtained or accessible through the Services or Sites. Alibaba.com does not endorse, verify or otherwise certify the contents of any comments or other material or information (including User Content) created, submitted, posted, displayed or otherwise made by any Member. Each Member is solely responsible for the contents of their communications and may be held legally liable or accountable for the content of their comments or other material or information

5.11 Member acknowledges and agrees that the Sites and Services may only be used by businesses and their representatives for business use and not for individual consumers or

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for personal use.

5.12 Member acknowledges and agrees that each Member is solely responsible for observing applicable laws and regulations in its respective jurisdictions to ensure that all access and use of the Site and Services are in compliance with the same.

5.13 Each Member represents, warrants and agrees that

(a) you and your affiliates shall comply with applicable laws and regulations in conducting your respective business (including without limitation applicable laws and regulations with respect to product safety, intellectual property rights, data privacy, consumer protection, product or regulatory certification, import and export control, unfair competition, price gouging, false advertising, labor, environment, health and safety, anti-bribery and anti-money laundering).

(b) you and your affiliates are not the subject of any trade restrictions, sanctions or other legal restrictions enacted or proposed to be enacted by any country, international organization or jurisdiction ("Relevant Subjects");

(c) you and your affiliates are not offering products or services that would likely trigger any international trade restrictions, sanctions or other legal restrictions by any Relevant Subjects;

(d) neither you, or any of your parent companies or affiliates, directly or indirectly, deals with, or provides any funds, goods or services to Relevant Subjects;

(e) you will at all times comply with all applicable export control and sanctions laws and regulations with regard to products, services, software and technologies in using the Services, including sanctions resolutions, laws and regulations enacted and enforced by the UN Security Council, the People's Republic of China, the United States of America, and any other country;

(f) If you and your affiliates are a Seller of products which require a warning under California Health & Safety Code Section 25249.6 (a "Proposition 65 Warning" ) you (a) will promptly display a Proposition 65 Warning on the product detail page as required under the relevant law; (b) authorize Alibaba.com to display a Proposition 65 Warning on your behalf; and (c) will only revise or remove a Proposition 65 Warning for a product when the prior warning needs to be modified or is no longer legally required, as the case may be; and

(g) You and your affiliates are responsible for your products compliance with the laws and regulations of the country/region of destination, including with relevant labor laws and standards. If a product is not permitted in one or more markets, Sites reserve the right to remove the product listing from, OR STOP THE SALE OF ANY SUCH PRODUCT IN, those markets.

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If, at any time, you fail to meet any of the above requirements, you should stop using the Services immediately. If Alibaba.com reasonably believes that any of your conduct violates or threatens to violate any applicable laws and regulations, Alibaba.com may, at its sole discretion, at any time take action as it may deem appropriate in light of the circumstances, including, but not limited to, terminating the provision of Services to you, closing relevant purchase orders, and terminating your accounts, while reserving all rights it may have regarding any non-compliant actions or conduct of its members.

## **6. Breaches by Members**

6.1 Alibaba.com reserves the right in our sole discretion to remove, modify or reject any User Content (in whole or in part) that you submit to, post or display on the Sites which we reasonably believe (i) violates any applicable laws and regulations, (ii) violates the Terms hereunder, (iii) could subject Alibaba.com or our affiliates to liability, (iv) infringes any Third Party Rights, (v) could harm the interests of our Members, third party or Alibaba.com or our affiliates, or (vi) is otherwise found inappropriate in Alibaba.com' s sole discretion.

6.2 If any Member breaches any Terms, or if Alibaba.com has reasonable grounds to believe that a Member is in breach of any Terms, Alibaba.com shall have the right to take such disciplinary actions as it deems appropriate, including without limitation: (i) suspending or terminating the Member' s account and any and all accounts determined to be related to such account by Alibaba.com in its sole discretion without liability for any losses or damages arising out of or in connection with such suspension or termination; (ii) restricting, downgrading, suspending or terminating the subscription of, access to, or current or future use of any Service; (iii) removing any product listings or other User Content that the Member has submitted, posted or displayed, or imposing restrictions on the number of product listings or User Content that the Member may post or display; (iv) imposing other restrictions on the Member' s use of any features or functions of any Service as Alibaba.com may consider appropriate in its sole discretion; and (v) any other corrective actions, discipline or penalties as Alibaba.com may deem necessary or appropriate in its sole discretion.

6.3 Without limiting the generality of the provisions of the Terms, a Member would be considered as being in breach of the Terms in any of the following circumstances: a) upon complaint or claim from any third party, Alibaba.com has reasonable grounds to believe that such Member has willfully or materially failed to perform your contract with such third party including without limitation where a Member who supplies products or

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services using the Sites and Services has failed to deliver any items ordered by such third party after receipt of the purchase price, or where the items such Member has delivered materially fail to meet the terms and descriptions outlined in your contract with such third party,

b) Alibaba.com has reasonable grounds to suspect that such Member has used a stolen credit card or other false or misleading information in any transaction with a counter party,

c) Alibaba.com has reasonable grounds to suspect that any information provided by the Member is not current or complete or is untrue, inaccurate, or misleading, or

d) Alibaba.com believes that the Member's actions may cause financial loss or legal liability to Alibaba.com or our affiliates or any other Users.

6.4 Alibaba.com reserves the right to cooperate fully with governmental or regulatory authorities, law enforcement bodies, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing. Further, to the extent permitted by applicable laws and policies, Alibaba.com may disclose the Member's identity, contact information and/or information regarding the Member's account(s), transactions or activities carried out on or via the Site, if requested by a government, regulatory or law enforcement body or an injured third party, or as a result of a subpoena or other legal action. Alibaba.com shall not be liable for damages or results arising from such disclosure, and Member agrees not to bring any action or claim against Alibaba.com for such disclosure.

6.5 Alibaba.com may, at any time and in our reasonable discretion, impose limitations on, suspend or terminate the Member's use of any Service or the Sites without being liable to the Member if Alibaba.com has received notice that the Member is in breach of any agreement or undertaking with any affiliate of Alibaba.com including without limitation Taobao, Alipay, China Yahoo! and such breach involves or is reasonably suspected to involve dishonest or fraudulent activities. Alibaba.com reserves the right to, but shall not be required to investigate such breach or request confirmation from the Member.

6.6 Each Member agrees to indemnify Alibaba.com, our affiliates, directors, employees, agents and representatives and to hold them harmless, from any and all damages, losses, claims and liabilities (including legal costs on a full indemnity basis) which may arise from your submission, posting or display of any User Content, from your access to or use of the Sites or Services, or from your breach of the Terms or any Additional Agreements.

6.7 Each Member further agrees that Alibaba.com is not responsible, and shall have no liability to you or anyone else for any User Content or other material transmitted through

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the Sites or Services, including fraudulent, untrue, misleading, inaccurate, defamatory, offensive or illicit material and that the risk of damage from such User Content or other material rests entirely with the Member. Alibaba.com reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Member, in which event the Member shall cooperate with Alibaba.com in asserting any available defenses.

## **7. Transactions Between Buyers and Sellers**

7.1 Through the Sites, Alibaba.com provides electronic web-based platforms for exchanging information between buyers and sellers of products and services. Alibaba.com additionally provides electronic web-based transaction platforms for Members to place, accept, conclude, manage and fulfill orders for the provision of products and services online within the Sites subject to the terms of the [Transaction Services Agreement](#). However, for any Services, Alibaba.com does not represent either the seller or the buyer in specific transactions. Alibaba.com does not control and is not liable or responsible for the quality, safety, lawfulness or availability of the products or services offered for sale on the Sites, the ability of the sellers to complete a sale or the ability of buyers to complete a purchase.

7.2 Users are hereby made aware that there may be risks of dealing with people acting under false pretences. Alibaba.com uses several techniques to verify the accuracy of certain information our paying Users provide us when they register for a paying membership service on the Sites. However, because user verification on the Internet is difficult, Alibaba.com cannot and does not confirm each User's purported identity (including, without limitation, paying Members). We encourage you to use various means, as well as common sense, to evaluate with whom you are dealing.

7.3 Buyers and sellers accessing or using the Sites or Services shall assume the risks of conducting any purchase and sale transactions in connection with or through the Sites or Services. Buyer and sellers accessing or using the Site or Services shall also fully assume all risks of liability or harm of any kind arising out of or in connection with any subsequent activity relating to the products or services that are the subject of the transactions on the Sites. Examples of such risks shall include, but are not limited to, mis-representation of products and services, fraudulent schemes, unsatisfactory product quality, failure to meet specifications, defective or dangerous products, unlawful products, delay or default in delivery or payment, cost mis-calculations, breach of warranty, breach of contract,

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transportation accidents, the risk that the manufacture, importation, export, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Sites may violate or may be asserted to violate Third Party Rights, and the risk that Users may incur costs of defense or other costs in connection with third parties' assertion of Third Party Rights, or in connection with any claims by any party that they are entitled to defense or indemnification in relation to the assertion of rights, demands or claims by claimants of Third Party Rights. Examples of such risks also include the risk of claims from consumers, other purchasers, end-users of products or other third parties that they have suffered injuries or harm from their use of the products obtained through the Sites or Services. All of the foregoing risks are referred to as "Transaction Risks". Alibaba.com is not liable or responsible for any damages, claims, liabilities, costs, harm, inconveniences, business disruptions or expenditures of any kind that may arise a result of or in connection with any Transaction Risks.

7.4 Buyers and sellers on the Sites are solely responsible for setting out and performance of the terms and conditions of the transactions conducted on, through or as a result of use of the Sites or Services, including, without limitation, terms regarding payment, returns, warranties, shipping, insurance, fees, taxes, title, licenses, fines, permits, handling, transportation and storage, subject to any additional obligations imposed under the [Transaction Services Agreement](#) (and in particular, clause 3.2).

7.5 User agrees to provide all information and materials as may be reasonably required by Alibaba.com in connection with your transactions conducted on, through or as a result of use of the Sites or Services. Alibaba.com has the right to suspend or terminate any User's account if the User fails to provide the required information and materials without liability for any losses or damages arising out of or in connection with such suspension or termination.

7.6 In the event that any User has a dispute with any party to a transaction, such User agrees to release and indemnify Alibaba.com (and our agents, affiliates, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with such dispute or the transaction.

## **8. Limitation of Liability**

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8.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES PROVIDED BY ALIBABA.COM ON OR THROUGH THE SITES ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" , AND ALIBABA.COM HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF CONDITION, QUALITY, DURABILITY, PERFORMANCE, ACCURACY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, AND UNDERTAKINGS ARE HEREBY EXCLUDED.

8.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALIBABA.COM MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE VALIDITY, ACCURACY, CORRECTNESS, RELIABILITY, QUALITY, STABILITY, COMPLETENESS OR CURRENTNESS OF ANY INFORMATION PROVIDED ON OR THROUGH THE SITES; ALIBABA.COM DOES NOT REPRESENT OR WARRANT THAT THE MANUFACTURE, IMPORTATION, EXPORT, DISTRIBUTION, OFFER, DISPLAY, PURCHASE, SALE AND/OR USE OF PRODUCTS OR SERVICES OFFERED OR DISPLAYED ON THE SITES DOES NOT VIOLATE ANY THIRD PARTY RIGHTS; AND ALIBABA.COM MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING ANY PRODUCT OR SERVICE OFFERED OR DISPLAYED ON THE SITES.

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

8.4 The Sites may make available to User services or products provided by independent third parties. No warranty or representation is made with regard to such services or products. In no event shall Alibaba.com or our affiliates be held liable for any such services or products.

8.5 Each User hereby agrees to indemnify and hold Alibaba.com, our affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from such User's access to or use of the Sites or Services (including but not limited to the submission, posting or display of such User's information and User Content on the Sites, Alibaba Channels or Third Party Channels under Promotion Services) or from your breach of any of the representations, warranties hereunder and the terms and conditions of the Terms. Each User hereby further agrees to indemnify and hold Alibaba.com, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity

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basis) which may arise from User's breach of any representations and warranties made by User to Alibaba.com, including but not limited to those set forth in clause 5 hereunder.

8.6 Each User hereby further agrees to indemnify and save Alibaba.com, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, as a result of any claims asserted by Third Party Rights claimants or other third parties relating to the User Content, information and/or products offered or displayed on the Sites. Each User hereby further agrees that Alibaba.com is not responsible and shall have no liability to you, for any material posted by others, including defamatory, offensive or illicit material and that the risk of damages from such material rests entirely with each User. Alibaba.com reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Alibaba.com in asserting any available defenses.

8.7 Alibaba.com shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort, equity or otherwise or any other damages resulting from any of the following:

- a) the use or the inability to use the Sites or Services;
- b) any defect in goods, samples, data, information or services purchased or obtained from a User or any other third party through the Sites or Services;
- c) violation of Third Party Rights or claims or demands that User's manufacture, importation, exportation, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Sites or through the Services may violate or may be asserted to violate Third Party Rights; or claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by Third Party Rights claimants;
- d) unauthorized access by third parties to data or private information of any User;
- e) statements or conduct of any User of the Sites or Services; or;
- f) any matters relating to the Sites or Services, however arising, including negligence.

8.8 Notwithstanding any of the foregoing provisions, the aggregate liability of Alibaba.com, our employees, agents, affiliates, representatives or anyone acting on our behalf with respect to each User for all claims arising from the access to or use of the Sites or Services during any calendar year shall be limited to the greater of (a) the amount of fees the User has paid to Alibaba.com in exchange for the access to or use of the Site or Services during the calendar year and (b) the maximum amount permitted under the

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applicable law. The preceding sentence shall not preclude the requirement by the User to prove actual damages. All claims arising from the use of the Sites or Services must be filed within one (1) year from the date the cause of action arose or such longer period as prescribed under the applicable law governing the Terms.

8.9 The limitations and exclusions of liability to you under the Terms shall apply to the maximum extent permitted by law and shall apply whether or not Alibaba.com has been advised of or should have been aware of the possibility of any such losses arising.

## **9. Force Majeure**

9.1 Alibaba.com shall not be liable for or required to pay compensation of any nature whatsoever for any loss arising from the unavailability, inconvenience or failures of the services or systems due to the following reasons: (i) system shut-down for maintenance; (ii) inability to transmit data due to failures in communications terminals or telecommunications equipment; (iii) systems failure and inability to perform its functions) due to force majeure events including but not limited to typhoons, earthquakes, tsunamis, floods, power failure, fires, storms, war, political unrest, labour strikes, shortage of labor or materials, riots, insurrections, civil disturbances, terrorist attack, explosions, acts of God, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties; or (iv) suspension or delay of services or systems failure due to reasons beyond the reasonable control of Alibaba.com such as hacker or cyber attacks, technical adjustments or failure of the telecommunications department, website upgrades, third party problems or any suspension or disruption of transportation or business operation (including but not limited to delays or disruption of the resumption of work or operation ordered by any government agency) in the event of a national or regional spread of epidemic or pandemic.

## **10. Intellectual Property Rights**

10.1 Alibaba.com is the sole owner or lawful licensee of all the rights and interests in the Sites and the Site Content. The Sites and Site Content embody trade secrets and other intellectual property rights protected under worldwide copyright and other laws. All title, ownership and intellectual property rights in the Sites and Site Content shall remain with Alibaba.com, our affiliates or licensors, as the case may be. All rights not otherwise claimed

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under the Terms or by Alibaba.com are hereby reserved.

10.2 "ALIBABA", "ALIBABA.COM", "ALIEXPRESS" and related icons and logos are registered trademarks or trademarks or service marks of Alibaba Group Holding Limited; in the Relevant Jurisdictions, "ALIEXPRESS" , "АЛИЭКСПРЕСС" and related icons and logos are registered trademarks or trademarks or service marks of AliExpress Russia Holding Private Limited, and the "TMALL" trademark is licensed to AliExpress Russia Holding Private Limited; and "GOLD SUPPLIER" , "TRUSTPASS" and related icons and logos are registered trademarks or trademarks or service marks of Alibaba.com Limited and its affiliates, in various jurisdictions and are protected under applicable copyright, trademark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

10.3 Alibaba.com may have independent third parties involved in the provision of the Sites or Services (e.g., the authentication and verification service providers). You may not use any trademark, service mark or logo of such independent third parties without prior written approval from such parties.

10.4 To the largest extent permissible under applicable law, all rights, title and interest to all derivative work created by Alibaba.com and/or its affiliates using User Content pursuant to the Terms shall belong to Alibaba.com, which may be freely assignable, licensable or grantable by Alibaba.com to any third party or its affiliates.

## **11. Notices**

11.1 All legal notices or demands to or upon Alibaba.com (other than AliExpress Russia Holding Pte Ltd.) shall be made in writing and sent to Alibaba.com personally, by courier or certified mail to the following entity and address: Alibaba.com Hong Kong Limited/Alibaba.com Singapore E-Commerce Private Limited/Hangzhou Alibaba Advertising Co. Ltd (as the case maybe), 26/F Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong, Attn: Legal Department. All legal notices or demands to or upon AliExpress Russia Holding Private Limited (relating to AliExpress Sites) shall be made in writing and sent to Alibaba.com personally, by courier or certified mail to the following entity and address: AliExpress Russia Holding Private Limited, 8 Shenton Way, #45-01 AXA Tower, Singapore 068811, Attn: Legal Department. The notices shall be effective when they are received by Alibaba.com in any of the above-mentioned manner.

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11.2 All legal notices or demands to or upon a User shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User to Alibaba.com, or by posting such notice or demand on an area of the Sites that is publicly accessible without a charge. Notice to a User shall be deemed to be received by such User if and when:

- a) Alibaba.com is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User, or
- b) immediately upon Alibaba.com posting such notice on an area of the Sites that is publicly accessible without charge.

11.3 You agree that all agreements, notices, demands, disclosures and other communications that Alibaba.com sends to you electronically will satisfy any legal requirement that such communication should be in writing.

## 12. General Provisions

12.1 Subject to any Additional Agreements, the Terms constitute the entire agreement between you and Alibaba.com with respect to and govern your use of the Sites and Services, superseding any prior written or oral agreements in relation to the same subject matter herein.

12.2 Alibaba.com and you are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms.

12.3 If any provision of the Terms is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall remain valid and be enforced.

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

12.5 Alibaba.com's failure to enforce any right or failure to act with respect to any breach by you under the Terms will not constitute a waiver of that right nor a waiver of Alibaba.com's right to act with respect to subsequent or similar breaches.

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12.6 Alibaba.com shall have the right to assign the Terms (including all of our rights, titles, benefits, interests, and obligations and duties in the Terms to any person or entity (including any affiliates of Alibaba.com). You may not assign, in whole or part, the Terms to any person or entity.

12.7 THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE PEOPLE' S REPUBLIC OF CHINA ( "PRC" ) IF YOU CONTRACT WITH HANGZHOU ALIBABA ADVERTISING CO., LTD ACCORDING TO PARAGRAPH 2.1, AND THE PARTIES TO THIS AGREEMENT HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE YUHANG BASIC PEOPLE' S COURT OF HANGZHOU, PRC. IF YOUR CONTRACT IS WITH ALIBABA.COM HONG KONG LIMITED OR ALIBABA.COM SINGAPORE E-COMMERCE PRIVATE LIMITED, THEN THIS AGREEMENT SHALL BE GOVERNED BY LAWS OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION ("HONG KONG") WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS; AND THE PARTIES TO THIS AGREEMENT HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE HONG KONG COURTS, EXCEPT AS OTHERWISE STIPULATED UNDER APPLICABLE LAW. IF YOUR CONTRACT IS WITH ALIEXPRESS RUSSIA HOLDING PTE LTD., THIS AGREEMENT SHALL BE GOVERNED BY LAWS OF THE RUSSIAN FEDERATION ("RUSSIA") WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS; AND THE PARTIES TO THIS AGREEMENT HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF RUSSIA, EXCEPT AS OTHERWISE STIPULATED UNDER APPLICABLE LAW.

12.8 If you have any comments on the Services we provide to you, you may contact our customer service support line <https://helppage.aliexpress.com/buyercenter/selectTopic.htm> for AliExpress or [https://service.alibaba.com/buyer?spm=a2700.8293689.0.0.643f65aasdVUJy&tracelog=footer\\_hp\\_buyer](https://service.alibaba.com/buyer?spm=a2700.8293689.0.0.643f65aasdVUJy&tracelog=footer_hp_buyer) for Alibaba.com) with any such feedback or questions.

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**Part B: Old version - effective as of May 6th, 2020**

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY!

Welcome to [www.alibaba.com](http://www.alibaba.com) and [www.aliexpress.com](http://www.aliexpress.com)! These Terms of Use describe the terms and conditions applicable to your access and use of the websites, mobile sites, mobile applications and other portals owned, operated, branded or made available by Alibaba.com (defined below) from time to time which relate to (a) the Alibaba e-commerce platform including but not limited to the web and mobile-optimized versions of the websites identified by the uniform resource locator "[www.alibaba.com](http://www.alibaba.com)" and the mobile applications of the Alibaba.com e-commerce platform (the "Alibaba Sites" ); and (b) the AliExpress e-commerce platform including but not limited to the web and mobile-optimized versions of the websites identified by the uniform resource locators "[www.aliexpress.com](http://www.aliexpress.com)" , "[www.aliexpress.ru](http://www.aliexpress.ru)" and "[www.tmall.ru](http://www.tmall.ru)" ( "AliExpress Sites" ), and the mobile applications of the AliExpress e-commerce platforms,(with Alibaba.com Sites and AliExpress Sites collectively the "Sites" ). This document is a legally binding agreement between you as the user(s) of the Sites (referred to as "you" , "your" or " User" hereinafter) and the Alibaba.com contracting entity determined in accordance with clause 2.1 below (referred to as "we" , "our" or "Alibaba.com" hereinafter).

- **Application and Acceptance of the Terms**

1.1 Your access to and use of the Sites and Alibaba.com' s services, software and products through the Sites, which shall include the platforms described in clause 7.1 of the Terms (such services, software and products collectively referred to as the "**Services**" hereinafter) is subject to the terms and conditions contained in this document as well as the Privacy Policy (defined in clause 3.3 below), the [Product Listing Policy](#) and any other rules and policies of the Sites that Alibaba.com may publish from time to time. The Promotion Services referred to in the [Free Membership Agreement](#) shall include Top Ranking and Sponsored Listing and any such other Services as may be announced by Alibaba.com from time to time. This document and such other rules and policies of the Sites are collectively referred to below as the "**Terms**" . By accessing and use of the Sites and Services, you agree to accept and be bound by the Terms. Please do not access or use

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the Services or the Sites if you do not accept all of the Terms.

1.2 You may not access or use the Services or the Sites and may not accept the Terms if (a) you are not of legal age to form a binding contract with Alibaba.com, or (b) you are not permitted to receive any Services under the laws of Hong Kong or other countries / regions including the country / region in which you are resident or from which you access and use the Services and the Sites.

1.3 Alibaba.com may amend any Terms at any time by posting the relevant amended and restated Terms on the Sites. By continuing to access or use the Services or the Sites, you agree that the amended and restated Terms will apply to you.

1.4 If Alibaba.com has posted or provided a translation of the English language version of the Terms, you agree that the translation is provided for convenience only and that the English language version will govern your access to and use of the Services or the Sites.

1.5 You may be required to enter into separate agreement(s), whether online or offline, with Alibaba.com or our affiliate for any Service (or features within the Services) (each an **"Additional Agreement"** ). If there is any conflict or inconsistency between the Terms and an Additional Agreement, the Additional Agreement shall take precedence over the Terms only in relation to that Service (or feature within the Service) concerned.

1.6 The Terms may not otherwise be modified except in writing by an authorized officer of Alibaba.com.

- **Provision of Services**

2.1 If you are a registered member of any of the Sites, and you are from mainland China, you are contracting with Hangzhou Alibaba Advertising Co., Ltd.

If you are a registered member of any of the Sites, and you are from Hong Kong or Macau, the Alibaba.com contracting entity that you are contracting with is Alibaba.com Hong Kong Limited.

If you are a registered member of any of the Sites, and either (a) you are from a place outside mainland China, Hong Kong, Macau; or (b) you access and use the Alibaba Sites from any of the Relevant Jurisdictions, you are contracting with Alibaba.com

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Singapore E-Commerce Private Limited (incorporated in Singapore with Company Reg. No. 200720572D). As some or part of the Services may be supported and provided by affiliates of Alibaba.com, Alibaba.com may delegate some of the Services to its affiliates.

Notwithstanding anything to the contrary in the forgoing provisions in this clause 2.1, if you are a registered member of AliExpress, and you are resident in or access and use the AliExpress Sites from any of the Relevant Jurisdictions (the "**AliExpress Relevant Jurisdiction User**" ), your contract is with AliExpress Russia Holding Private Limited (incorporated in Singapore with Company Reg. No. 201917627W). "**Relevant Jurisdictions**" shall mean the Russian Federation, Azerbaijan, Armenia, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Turkmenistan, Tajikistan and Uzbekistan.

2.2 You must register as a member on the Sites in order to access and use some Services. Further, Alibaba.com reserves the right, without prior notice, to restrict access to or use of certain Services (or any features within the Services) to paying Users, or subject to other conditions that Alibaba.com may impose in our discretion.

2.3 Services (or any features within the Services) may vary for different regions and countries. No warranty or representation is given that a particular Service or feature or function thereof or the same type and extent of the Service or features and functions thereof will be available for Users. Alibaba.com may in our sole discretion limit, deny or create different levels of access to and use of any Services (or any features within the Services) with respect to different Users.

2.4 Alibaba.com may launch, change, upgrade, impose conditions to, suspend, or stop any Services (or any features within the Services) without prior notice except that in case of a fee-based Service, such changes will not substantially adversely affect the ability of such paying Users to enjoy that Service, except in respect of any AliExpress Relevant Jurisdiction Users. In respect of any AliExpress Relevant Jurisdiction Users, AliExpress Russia Holding Private Limited may launch, change, upgrade, impose conditions to, suspend, or stop any Services (or any features within the Services) without prior notice except that in case of a fee-based Service, such changes will not substantially adversely affect the ability of such paying Users to enjoy that Service.

2.5 Some Services (or part thereof) may be provided by Alibaba.com' s affiliates on behalf of Alibaba.com.

- **Users Generally**

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3.1 As a condition of your access to and use of the Sites or Services, you agree that you will comply with all applicable laws and regulations when accessing or using the Sites or Services.

3.2 You agree that (a) you will not copy, reproduce, download, re-publish, sell, distribute or resell any Services or any information, text, images, graphics, video clips, sound, directories, files, databases or listings, etc available on or through the Sites (the "Site Content" ), and (b) you will not copy, reproduce, download, compile or otherwise use any Site Content for the purposes of operating a business that competes with Alibaba.com, or otherwise commercially exploiting the Site Content. Systematic retrieval of Site Content from the Sites to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from Alibaba.com is prohibited. Use of any content or materials on the Sites for any purpose not expressly permitted in the Terms is prohibited.

3.3 You must read the following documents which govern the protection and use of personal information about Users in the possession of Alibaba.com and our affiliates:

a) for Users who access or use Sites relating to the Alibaba e-commerce platform, the [Alibaba.com Privacy Policy](#), and

b) for Users who access or use Sites relating to the AliExpress e-commerce platforms, the [Aliexpress.com Privacy Policy](#), or the [Privacy Policy of "www.aliexpress.ru" and "www.tmall.ru"](#) (collectively, the "Privacy Policy" ).

3.4 Alibaba.com may allow Users to access to content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise), API or otherwise to such third parties' web sites. You are cautioned to read such web sites' terms and conditions and/or privacy policies before using the Sites. You acknowledge that Alibaba.com has no control over such third parties' web sites, does not monitor such web sites, and shall not be responsible or liable to anyone for such web sites, or any content, products or services made available on or through such web sites.

3.5 You agree not to undertake any action to undermine the integrity of the computer systems or networks of Alibaba.com and/or any other User nor to gain unauthorized access to such computer systems or networks.

3.6 You agree not to undertake any action which may undermine the integrity of Alibaba.com' s feedback system, such as leaving positive feedback for yourself using secondary Member IDs or through third parties or by leaving unsubstantiated negative

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feedback for another User.

3.7 By posting or displaying any information, content or material ( "User Content" ) on the Sites or providing any User Content to Alibaba.com or our representative(s), and to the extent permitted under applicable laws, you grant an irrevocable, perpetual, worldwide, royalty-free, and sub-licensable (through multiple tiers) license to Alibaba.com to display, transmit, distribute, reproduce, publish, duplicate, adapt, modify, translate, create derivative works, and otherwise use any or all of the User Content in any form, media, or technology now known or not currently known in any manner and for any purpose which may be beneficial to Alibaba.com, the operation of the Sites, the provision of any Services and/or the business of the User. You confirm and warrant to Alibaba.com that you have all the rights, power and authority necessary to grant the above license. Information that is protected under data protection laws will only be used and kept in compliance with those laws.

- **Member Accounts**

4.1 User must be registered on the Sites to access or use some Services (a registered User is also referred to as a "**Member**" below). Except with Alibaba.com' s approval, one User may only register one member account on the Sites. Alibaba.com may cancel or terminate a User' s member account if Alibaba.com has reasons to suspect that the User has concurrently registered or is in control of two or more member accounts. Further, Alibaba.com may reject User' s application for registration for any reason.

4.2 Upon registration on the Sites, Alibaba.com shall assign an account and issue a member ID and password (the latter shall be chosen by a registered User during registration) to each registered User. An account may have a web-based email account with limited storage space for the Member to send or receive emails.

4.3 A set of Member ID and password is unique to a single account. Each Member shall be solely responsible for maintaining the confidentiality and security of your Member ID and password and for all use of and activities that occur under your account (whether such use or activities are authorized or not). No Member may share, assign, or permit the use of your Member account, ID or password by another person, even to other individuals within the Member' s own business entity (where applicable). Member agrees to notify Alibaba.com immediately if you become aware of any unauthorized use of your password

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or your account or any other breach of security of your account.

4.4 Member agrees that all use of the Sites and Services, and all activities that occur under your account (including without limitation, posting any company or product information, clicking to accept any Additional Agreements or rules, subscribing to or making any payment for any services, sending emails using the email account or sending SMS) will be deemed to have been authorized by the Member.

4.5 Member acknowledges that sharing of your account with other persons, or allowing multiple users outside of your business entity to use your account (collectively, "**multiple use**"), may cause irreparable harm to Alibaba.com or other Users of the Sites. Member shall indemnify Alibaba.com, our affiliates, directors, employees, agents and representatives against any loss or damages (including but not limited to loss of profits) suffered as a result of the multiple use of your account. Member also agrees that in case of the multiple use of your account or Member's failure to maintain the security of your account, Alibaba.com shall not be liable for any loss or damages arising from such a breach and shall have the right to suspend or terminate Member's account without liability to the Member.

## **5. Member's Responsibilities**

5.1 Each Member represents, warrants and agrees that (a) you have full power and authority to accept the Terms, to grant the license and authorization and to perform the obligations hereunder; (b) your access and use the Sites and Services will be for business purposes only; and (c) for Members who are business entities, the address you provide when registering is the principal place of business of your business entity. For purposes of this provision, a branch or liaison office will not be considered a separate entity and your principal place of business will be deemed to be that of your head office.

5.2 Member will be required to provide information or material about your entity, business or products/services as part of the registration process on the Sites for your access to and use of any Service or the member account. Each Member represents, warrants and agrees that (a) such information and material whether submitted during the registration process or thereafter throughout the continuation of the use of the Sites or Service is true, accurate, current and complete, and (b) you will maintain and promptly amend all information and material to keep it true, accurate, current and complete.

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5.3 Upon becoming a Member, you consent to the inclusion of the contact information about you in our database and authorize Alibaba.com and our affiliates to share the contact information with other Users or otherwise use your personal information in accordance with the Privacy Policy.

5.4 Each Member represents, warrants and agrees that (a) you shall be solely responsible for obtaining all necessary third party licenses and permissions regarding any User Content that you submit, post or display; (b) any User Content that you submit, post or display does not infringe or violate any of the copyright, patent, trademark, trade name, trade secrets or any other personal or proprietary rights of any third party ( "Third Party Rights" ); (c) you have the right and authority to sell, trade, distribute or export or offer to sell, trade, distribute or export the products or services described in the User Content and such sale, trade, distribution or export or offer does not violate any Third Party Rights and (d) you and your affiliates are not the subject of any trade restrictions, sanctions or other legal restrictions enacted by any country, international organization or jurisdiction.

5.5 Each Member further represents, warrants and agrees that the User Content that you submit, post or display shall:

- a) be true, accurate, complete and lawful;
- b) not be false, misleading or deceptive;
- c) not contain information that is defamatory, libelous, threatening or harassing, obscene, objectionable, offensive, sexually explicit or harmful to minors;
- d) not contain information that is discriminatory or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- e) not violate the [Product Listing Policy](#), other Terms or any applicable Additional Agreements
- f) not violate any applicable laws and regulations (including without limitation those governing export control, consumer protection, unfair competition, or false advertising) or promote any activities which may violate any applicable laws and regulations;
- g) not contain any link directly or indirectly to any other web Sites which includes any content that may violate the Terms.

5.6 Each Member further represents, warrants and agrees that you shall/are:

- a) carry on your activities on the Sites in compliance with any applicable laws and regulations;
  - b) conduct your business transactions with other users of the Sites in good faith;
  - c) carry on your activities in accordance with the Terms and any applicable Additional Agreements;
  - d) not use the Services or Sites to defraud any person or entity (including without limitation
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sale of stolen items, use of stolen credit/debit cards);  
e) not impersonate any person or entity, misrepresent yourself or your affiliation with any person or entity;  
f) not engage in spamming or phishing;  
g) not engage in any other unlawful activities (including without limitation those which would constitute a criminal offence, give rise to civil liability, etc) or encourage or abet any unlawful activities;  
h) not involve attempts to copy, reproduce, exploit or expropriate Alibaba.com' s various proprietary directories, databases and listings;  
i) not involve any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information;  
j) not involve any scheme to undermine the integrity of the data, systems or networks used by Alibaba.com and/or any user of the Sites or gain unauthorized access to such data, systems or networks;  
k) not, and your director(s), officer(s), controlling party/ies, affiliates and legal jurisdiction in which any of the foregoing persons or entities is organized or has operations are not, persons or entities that are subject to any economic or fraud sanctions of any governmental, international or regulatory entities; and  
l) not engage in any activities that would otherwise create any liability for Alibaba.com or our affiliates.

5.7 Member may not use the Sites, Services or member account to engage in activities which are identical or similar to Alibaba.com' s e-commerce marketplace business.

5.8 If Member provides a business referee, Member represents, warrants and agrees that you have obtained all necessary consents, approvals and waivers from such referee to (a) act as your business referee; (b) post and publish their contact details and information, reference letters and comments on their behalf; and (c) that third parties may contact such business referees to support claims or statements made about you. You further warrant and agree that all reference letters and comments are true and accurate and third parties may contact the business referees without the need to obtain your consent.

5.9 Member agrees to provide all necessary information, materials and approval, and render all reasonable assistance and cooperation necessary for Alibaba.com' s provision of the Services, evaluating whether Member has breached the Terms and/or handling any complaint against the Member. If Member' s failure to do so results in delay in, or suspension or termination of, the provision of any Service, Alibaba.com shall not be

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obliged to extend the relevant service period nor be liable for any loss or damages arising out of or in connection with such delay, suspension or termination.

5.10 Member acknowledges and agrees that Alibaba.com reserves the right to, but shall not be required to actively monitor or exercise any editorial control whatsoever over the content of any message or material or information (including User Content) created, obtained or accessible through the Services or Sites. Alibaba.com does not endorse, verify or otherwise certify the contents of any comments or other material or information (including User Content) created, submitted, posted, displayed or otherwise made by any Member. Each Member is solely responsible for the contents of their communications and may be held legally liable or accountable for the content of their comments or other material or information

5.11 Member acknowledges and agrees that the Sites and Services may only be used by businesses and their representatives for business use and not for individual consumers or for personal use.

5.12 Member acknowledges and agrees that each Member is solely responsible for observing applicable laws and regulations in its respective jurisdictions to ensure that all access and use of the Site and Services are in compliance with the same.

## **6. Breaches by Members**

6.1 Alibaba.com reserves the right in our sole discretion to remove, modify or reject any User Content that you submit to, post or display on the Sites which we reasonably believe is unlawful, violates the Terms, could subject Alibaba.com or our affiliates to liability, or is otherwise found inappropriate in Alibaba.com's sole discretion.

6.2 If any Member breaches any Terms, or if Alibaba.com has reasonable grounds to believe that a Member is in breach of any Terms, Alibaba.com shall have the right to take such disciplinary actions as it deems appropriate, including without limitation: (i) suspending or terminating the Member's account and any and all accounts determined to be related to such account by Alibaba.com in its sole discretion without liability for any losses or damages arising out of or in connection with such suspension or termination; (ii) restricting, downgrading, suspending or terminating the subscription of, access to, or current or future use of any Service; (iii) removing any product listings or other User Content that the Member has submitted, posted or displayed, or imposing restrictions on the number of product listings or User Content that the Member may post or display; (iv) imposing other restrictions on the Member's use of any features or functions of any Service as

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Alibaba.com may consider appropriate in its sole discretion; and (v) any other corrective actions, discipline or penalties as Alibaba.com may deem necessary or appropriate in its sole discretion.

6.3 Without limiting the generality of the provisions of the Terms, a Member would be considered as being in breach of the Terms in any of the following circumstances:

- a) upon complaint or claim from any third party, Alibaba.com has reasonable grounds to believe that such Member has willfully or materially failed to perform your contract with such third party including without limitation where a Member who supplies products or services using the Sites and Services has failed to deliver any items ordered by such third party after receipt of the purchase price, or where the items such Member has delivered materially fail to meet the terms and descriptions outlined in your contract with such third party,
- b) Alibaba.com has reasonable grounds to suspect that such Member has used a stolen credit card or other false or misleading information in any transaction with a counter party,
- c) Alibaba.com has reasonable grounds to suspect that any information provided by the Member is not current or complete or is untrue, inaccurate, or misleading, or
- d) Alibaba.com believes that the Member's actions may cause financial loss or legal liability to Alibaba.com or our affiliates or any other Users.

6.4 Alibaba.com reserves the right to cooperate fully with governmental or regulatory authorities, law enforcement bodies, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing. Further, to the extent permitted by applicable laws and policies, Alibaba.com may disclose the Member's identity, contact information and/or information regarding the Member's account(s), transactions or activities carried out on or via the Site, if requested by a government, regulatory or law enforcement body or an injured third party, or as a result of a subpoena or other legal action. Alibaba.com shall not be liable for damages or results arising from such disclosure, and Member agrees not to bring any action or claim against Alibaba.com for such disclosure.

6.5 Alibaba.com may, at any time and in our reasonable discretion, impose limitations on, suspend or terminate the Member's use of any Service or the Sites without being liable to the Member if Alibaba.com has received notice that the Member is in breach of any agreement or undertaking with any affiliate of Alibaba.com including without limitation Taobao, Alipay, China Yahoo! and such breach involves or is reasonably suspected to involve dishonest or fraudulent activities. Alibaba.com reserves the right to, but shall not be required to investigate such breach or request confirmation from the Member.

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6.6 Each Member agrees to indemnify Alibaba.com, our affiliates, directors, employees, agents and representatives and to hold them harmless, from any and all damages, losses, claims and liabilities (including legal costs on a full indemnity basis) which may arise from your submission, posting or display of any User Content, from your access to or use of the Sites or Services, or from your breach of the Terms or any Additional Agreements.

6.7 Each Member further agrees that Alibaba.com is not responsible, and shall have no liability to you or anyone else for any User Content or other material transmitted through the Sites or Services, including fraudulent, untrue, misleading, inaccurate, defamatory, offensive or illicit material and that the risk of damage from such User Content or other material rests entirely with the Member. Alibaba.com reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Member, in which event the Member shall cooperate with Alibaba.com in asserting any available defenses.

#### **7. Transactions Between Buyers and Sellers**

7.1 Through the Sites, Alibaba.com provides electronic web-based platforms for exchanging information between buyers and sellers of products and services. Alibaba.com additionally provides electronic web-based transaction platforms for Members to place, accept, conclude, manage and fulfill orders for the provision of products and services online within the Sites subject to the terms of the [Transaction Services Agreement](#). However, for any Services, Alibaba.com does not represent either the seller or the buyer in specific transactions. Alibaba.com does not control and is not liable or responsible for the quality, safety, lawfulness or availability of the products or services offered for sale on the Sites, the ability of the sellers to complete a sale or the ability of buyers to complete a purchase.

7.2 Users are hereby made aware that there may be risks of dealing with people acting under false pretences. Alibaba.com uses several techniques to verify the accuracy of certain information our paying Users provide us when they register for a paying membership service on the Sites. However, because user verification on the Internet is difficult, Alibaba.com cannot and does not confirm each User's purported identity (including, without limitation, paying Members). We encourage you to use various means, as well as common sense, to evaluate with whom you are dealing.

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7.3 Buyers and sellers accessing or using the Sites or Services shall assume the risks of conducting any purchase and sale transactions in connection with or through the Sites or Services. Buyer and sellers accessing or using the Site or Services shall also fully assume all risks of liability or harm of any kind arising out of or in connection with any subsequent activity relating to the products or services that are the subject of the transactions on the Sites. Examples of such risks shall include, but are not limited to, mis-representation of products and services, fraudulent schemes, unsatisfactory product quality, failure to meet specifications, defective or dangerous products, unlawful products, delay or default in delivery or payment, cost mis-calculations, breach of warranty, breach of contract, transportation accidents, the risk that the manufacture, importation, export, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Sites may violate or may be asserted to violate Third Party Rights, and the risk that Users may incur costs of defense or other costs in connection with third parties' assertion of Third Party Rights, or in connection with any claims by any party that they are entitled to defense or indemnification in relation to the assertion of rights, demands or claims by claimants of Third Party Rights. Examples of such risks also include the risk of claims from consumers, other purchasers, end-users of products or other third parties that they have suffered injuries or harm from their use of the products obtained through the Sites or Services. All of the foregoing risks are referred to as "Transaction Risks". Alibaba.com is not liable or responsible for any damages, claims, liabilities, costs, harm, inconveniences, business disruptions or expenditures of any kind that may arise a result of or in connection with any Transaction Risks.

7.4 Buyers and sellers on the Sites are solely responsible for setting out and performance of the terms and conditions of the transactions conducted on, through or as a result of use of the Sites or Services, including, without limitation, terms regarding payment, returns, warranties, shipping, insurance, fees, taxes, title, licenses, fines, permits, handling, transportation and storage, subject to any additional obligations imposed under the [Transaction Services Agreement](#) (and in particular, clause 3.2).

7.5 User agrees to provide all information and materials as may be reasonably required by Alibaba.com in connection with your transactions conducted on, through or as a result of use of the Sites or Services. Alibaba.com has the right to suspend or terminate any User's account if the User fails to provide the required information and materials without liability for any losses or damages arising out of or in connection with such suspension or termination.

7.6 In the event that any User has a dispute with any party to a transaction, such User

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agrees to release and indemnify Alibaba.com (and our agents, affiliates, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with such dispute or the transaction.

#### **8. Limitation of Liability**

8.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES PROVIDED BY ALIBABA.COM ON OR THROUGH THE SITES ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" , AND ALIBABA.COM HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF CONDITION, QUALITY, DURABILITY, PERFORMANCE, ACCURACY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, AND UNDERTAKINGS ARE HEREBY EXCLUDED.

8.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALIBABA.COM MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE VALIDITY, ACCURACY, CORRECTNESS, RELIABILITY, QUALITY, STABILITY, COMPLETENESS OR CURRENTNESS OF ANY INFORMATION PROVIDED ON OR THROUGH THE SITES; ALIBABA.COM DOES NOT REPRESENT OR WARRANT THAT THE MANUFACTURE, IMPORTATION, EXPORT, DISTRIBUTION, OFFER, DISPLAY, PURCHASE, SALE AND/OR USE OF PRODUCTS OR SERVICES OFFERED OR DISPLAYED ON THE SITES DOES NOT VIOLATE ANY THIRD PARTY RIGHTS; AND ALIBABA.COM MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING ANY PRODUCT OR SERVICE OFFERED OR DISPLAYED ON THE SITES.

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

8.4 The Sites may make available to User services or products provided by independent third parties. No warranty or representation is made with regard to such services or products. In no event shall Alibaba.com or our affiliates be held liable for any such services or products.

8.5 Each User hereby agrees to indemnify and save Alibaba.com, our affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal

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costs on a full indemnity basis) which may arise from such User's access to or use of the Sites or Services (including but not limited to the display of such User's information on the Sites) or from your breach of any of the terms and conditions of the Terms. Each User hereby further agrees to indemnify and save Alibaba.com, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise from User's breach of any representations and warranties made by User to Alibaba.com, including but not limited to those set forth in clause 5 hereunder.

8.6 Each User hereby further agrees to indemnify and save Alibaba.com, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, as a result of any claims asserted by Third Party Rights claimants or other third parties relating to products offered or displayed on the Sites. Each User hereby further agrees that Alibaba.com is not responsible and shall have no liability to you, for any material posted by others, including defamatory, offensive or illicit material and that the risk of damages from such material rests entirely with each User. Alibaba.com reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Alibaba.com in asserting any available defenses.

8.7 Alibaba.com shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort, equity or otherwise or any other damages resulting from any of the following:

- a) the use or the inability to use the Sites or Services;
  - b) any defect in goods, samples, data, information or services purchased or obtained from a User or any other third party through the Sites or Services;
  - c) violation of Third Party Rights or claims or demands that User's manufacture, importation, exportation, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Sites or through the Services may violate or may be asserted to violate Third Party Rights; or claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by Third Party Rights claimants;
  - d) unauthorized access by third parties to data or private information of any User;
  - e) statements or conduct of any User of the Sites or Services; or;
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f) any matters relating to the Sites or Services, however arising, including negligence.

8.8 Notwithstanding any of the foregoing provisions, the aggregate liability of Alibaba.com, our employees, agents, affiliates, representatives or anyone acting on our behalf with respect to each User for all claims arising from the access to or use of the Sites or Services during any calendar year shall be limited to the greater of (a) the amount of fees the User has paid to Alibaba.com in exchange for the access to or use of the Site or Services during the calendar year and (b) the maximum amount permitted under the applicable law. The preceding sentence shall not preclude the requirement by the User to prove actual damages. All claims arising from the use of the Sites or Services must be filed within one (1) year from the date the cause of action arose or such longer period as prescribed under the applicable law governing the Terms.

8.9 The limitations and exclusions of liability to you under the Terms shall apply to the maximum extent permitted by law and shall apply whether or not Alibaba.com has been advised of or should have been aware of the possibility of any such losses arising.

#### **9. Force Majeure**

9.1 Under no circumstances shall Alibaba.com be held liable for any delay or failure or disruption of the content or the Services accessed or delivered through the Sites or the creation or fulfilment of contracts resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, or non-performance of third parties or any suspension or disruption of transportation or business operation (including but not limited to delays or disruption of the resumption of work or operation ordered by any government agency) in the event of a national or regional spread of epidemic or pandemic.

#### **10. Intellectual Property Rights**

10.1 Alibaba.com is the sole owner or lawful licensee of all the rights and interests in the Sites and the Site Content. The Sites and Site Content embody trade secrets and other intellectual property rights protected under worldwide copyright and other laws. All title, ownership and intellectual property rights in the Sites and Site Content shall remain with Alibaba.com, our affiliates or licensors, as the case may be. All rights not otherwise claimed

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under the Terms or by Alibaba.com are hereby reserved.

10.2 "ALIBABA", "ALIBABA.COM", "ALIEXPRESS" and related icons and logos are registered trademarks or trademarks or service marks of Alibaba Group Holding Limited; in the Relevant Jurisdictions, "ALIEXPRESS" , "АЛИЭКСПРЕСС" and related icons and logos are registered trademarks or trademarks or service marks of AliExpress Russia Holding Private Limited, and the "TMALL" trademark is licensed to AliExpress Russia Holding Private Limited; and "GOLD SUPPLIER" , "TRUSTPASS" and related icons and logos are registered trademarks or trademarks or service marks of Alibaba.com Limited and its affiliates, in various jurisdictions and are protected under applicable copyright, trademark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

10.3 Alibaba.com may have independent third parties involved in the provision of the Sites or Services (e.g., the authentication and verification service providers). You may not use any trademark, service mark or logo of such independent third parties without prior written approval from such parties.

## **11. Notices**

11.1 All legal notices or demands to or upon Alibaba.com (other than AliExpress Russia Holding Pte Ltd.) shall be made in writing and sent to Alibaba.com personally, by courier or certified mail to the following entity and address: Alibaba.com Hong Kong Limited/Alibaba.com Singapore E-Commerce Private Limited/Hangzhou Alibaba Advertising Co. Ltd (as the case maybe), 26/F Tower One, Times Square,1 Matheson Street, Causeway Bay, Hong Kong, Attn: Legal Department. All legal notices or demands to or upon AliExpress Russia Holding Private Limited (relating to AliExpress Sites) shall be made in writing and sent to Alibaba.com personally, by courier or certified mail to the following entity and address: AliExpress Russia Holding Private Limited, 8 Shenton Way, #45-01 AXA Tower, Singapore 068811, Attn: Legal Department. The notices shall be effective when they are received by Alibaba.com in any of the above-mentioned manner.

11.2 All legal notices or demands to or upon a User shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User to Alibaba.com, or by posting such notice or demand on an area of the Sites that is publicly accessible without a charge. Notice to a User shall be deemed to be received by such User if and when:

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a) Alibaba.com is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User, or  
b) immediately upon Alibaba.com posting such notice on an area of the Sites that is publicly accessible without charge.

11.3 You agree that all agreements, notices, demands, disclosures and other communications that Alibaba.com sends to you electronically will satisfy any legal requirement that such communication should be in writing.

## 12. General Provisions

12.1 Subject to any Additional Agreements, the Terms constitute the entire agreement between you and Alibaba.com with respect to and govern your use of the Sites and Services, superseding any prior written or oral agreements in relation to the same subject matter herein.

12.2 Alibaba.com and you are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms.

12.3 If any provision of the Terms is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall remain valid and be enforced.

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

12.5 Alibaba.com's failure to enforce any right or failure to act with respect to any breach by you under the Terms will not constitute a waiver of that right nor a waiver of Alibaba.com's right to act with respect to subsequent or similar breaches.

12.6 Alibaba.com shall have the right to assign the Terms (including all of our rights, titles, benefits, interests, and obligations and duties in the Terms to any person or entity (including any affiliates of Alibaba.com). You may not assign, in whole or part, the Terms to any person or entity.

12.7 THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE PEOPLE'S REPUBLIC OF CHINA ( "PRC" ) IF YOU CONTRACT WITH HANGZHOU ALIBABA ADVERTISING CO., LTD ACCORDING TO PARAGRAPH 2.1, AND THE PARTIES TO THIS AGREEMENT HEREBY

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SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE YUHANG BASIC PEOPLE' S COURT OF HANGZHOU, PRC. IF YOUR CONTRACT IS WITH ALIBABA.COM HONG KONG LIMITED OR ALIBABA.COM SINGAPORE E-COMMERCE PRIVATE LIMITED, THEN THIS AGREEMENT SHALL BE GOVERNED BY LAWS OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION ("**HONG KONG**") WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS; AND THE PARTIES TO THIS AGREEMENT HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE HONG KONG COURTS, EXCEPT AS OTHERWISE STIPULATED UNDER APPLICABLE LAW. IF YOUR CONTRACT IS WITH ALIEXPRESS RUSSIA HOLDING PTE LTD., THIS AGREEMENT SHALL BE GOVERNED BY LAWS OF THE RUSSIAN FEDERATION ("**RUSSIA**") WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS; AND THE PARTIES TO THIS AGREEMENT HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF RUSSIA, EXCEPT AS OTHERWISE STIPULATED UNDER APPLICABLE LAW.

12.8 If you have any comments on the Services we provide to you, you may contact our customer service support line

(<https://helppage.aliexpress.com/buyercenter/selectTopic.htm>

for AliExpress or

[https://service.alibaba.com/buyer?spm=a2700.8293689.0.0.643f65aasdVUJy&tracelog=footer\\_hp\\_buyer](https://service.alibaba.com/buyer?spm=a2700.8293689.0.0.643f65aasdVUJy&tracelog=footer_hp_buyer)

for Alibaba.com) with any such feedback or questions.

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## Orbsat Expands Global E-Commerce Presence to 190 Countries with Launch on Alibaba.com, the World's Largest Business-to-Business E-Commerce Platform

The Company's Global Telesat Communications Unit Approved as an Alibaba Gold Supplier as it Expands Global Sales Activities

**AVENTURA, FL – July 13, 2021** – Orbsat Corp (NASDAQ: OSAT, OSATW) (“Orbsat” or “the Company”), a global provider of IoT and connectivity solutions through next-generation satellite technology, today announced that its Global Telesat Communications (GTC) unit has entered into an agreement with Alibaba.com, the B2B (Business-to-Business) e-commerce website owned and operated by Alibaba Group Holding Limited, also known as Alibaba Group (NYSE: BABA; HKEX: 9988), a Chinese multinational technology company specializing in e-commerce, retail, internet, and technology. GTC will be a Gold- Supplier on Alibaba.com, the world's largest Business-to-Business (B2B) e-commerce website.

Alibaba.com currently has 26 million global active business partners serving customers in 190 countries in 19 different languages and receives over 340,000 product inquiries and over 20,000 RFQ's (“Request for Quote”) daily. As a Gold Supplier, the highest level and most trusted seller category on Alibaba.com, GTC significantly expands its 24/7/365 e-commerce presence with the launch of its latest global storefront. Orbsat expects to launch its new storefront during the third quarter with an extensive range of satellite IoT and connectivity products. These will include Orbsat's specialized satellite tracking products, some of which operate using the Company's many ground station-based network processors, and can be used to track and monitor the location of cars, trucks, trailers, boats, containers, animals, and other remote assets. Orbsat's full catalog of 500+ products and connectivity services should be available on Alibaba.com by the start of the first quarter of 2022.

“With our launch on Alibaba.com, the world's largest B2B platform, we are significantly accelerating our global expansion plans, expanding, and deepening our e-commerce reach into nearly every country. This will allow us to better serve the needs of our enterprise customers across the world,” said Charles M. Fernandez, Chairman and CEO of Orbsat. “There has been explosive growth in online shopping due to the pandemic as businesses and consumers around the world embrace e-commerce. Long-term, we believe that e-commerce will be the preferred channel for businesses and consumers seeking to research and purchase our satellite IoT and connectivity products and services. We also intend to secure new integration alliances including joint commerce structures with additional connectivity partners such as those in the CubeSat space which can leverage our expanded e-commerce platforms and ground station-based infrastructure.”

### About Orbsat Corp

Orbsat provides services and solutions to fulfill the rapidly growing global demand for satellite-based voice, high-speed data, tracking and IoT connectivity services. Building upon its long-term experience providing government, commercial, military and individual consumers with Mobile Satellite Services, Orbsat is positioned to capitalize on the significant opportunities being created by global investments in new and upgraded satellite networks. Orbsat's US and European based subsidiaries, Orbital Satcom and Global Telesat Communications, have provided global satellite connectivity solutions to more than 50,000 customers located in over 165 countries across the world.



### Forward-Looking Statements

Certain statements in this release constitute forward-looking statements. These statements include the capabilities and success of the Company's business and any of its products, services or solutions. The words “believe,” “forecast,” “project,” “intend,” “expect,” “plan,” “should,” “would,” and similar expressions and all statements, which are not historical facts, are intended to identify forward-looking statements. These forward-looking statements involve and are subject to known and unknown risks, uncertainties and other factors, including the Company's ability to launch additional storefronts in various geographic locations, its ability to grow and expand as intended, the Company's expectations of worldwide growth and public infrastructure spending, ability to raise additional capital to finance the Company's operations, any of which could cause the Company to not achieve some or all of its goals or the Company's previously reported actual results, performance (finance or operating) to change or differ from future results, the Company's ability to capitalize on its partnerships as well as other similar arrangements, performance (financing and operating) or achievements, including those expressed or implied by such forward-looking statements. More detailed information about the Company and the risk factors that may affect the realization of forward-looking statements is set forth in the Company's filings with the SEC, copies of which may be obtained from the SEC's website at [www.sec.gov](http://www.sec.gov). The Company assumes no, and hereby disclaims any, obligation to update the forward-looking statements contained in this press release.

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