

TERMS AND CONDITIONS

1. Contractual Relationship

- 1.1. These terms (the “**Terms**”) govern the access or use by you of applications, websites, content, products, payment channels, and services (the “**Services**”) made available by Enring New Zealand Limited, Enring Limited, Enring International Holdings Limited, and/or Enring Australia PTY Limited (collectively, “**Enring**”)
- 1.2. Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and Enring.
- 1.3. Enring may amend these Terms from time to time. Amendments will be effective upon the 10th working days after Enring’s posting of such updated Terms on its websites and you will not be separately notified of such amendments.
- 1.4. Enring may adjust any functions provided with the Services, and it may provide new functions. Your continued use of the Services after any functions are modified, constitutes your acceptance of the modification to the functions.
- 1.5. By accessing and using the Services, you confirm that you have the legal capacity and any necessary authorisations to enter into contracts and that it is legal for you to be bound by these Terms in the jurisdiction in which you are located.

2. Definitions

- 2.1. **End users** refer to those who purchase products from Merchants that use Enring’s platform.
- 2.2. **Merchants** refer to entities that use the Services to sell products to end users or to vendors (“**Daigou Vendors**”).
- 2.3. **Platform** refers to (i) Marketing Cloud system, independent research and development of technical support functionality platform, provided by Enring to allow Merchants to sell products on their WeChat OA (official account), (ii) Enring’s websites, (iii) any application developed by Enring, and (iv) any other conduit arranged by Enring to list products for sale.
- 2.4. The **Services** include the following:
 - **WeChat Service.** This service allows Merchants to list products for sale on the Platform to end users;
 - **Payment Facilitation Services.** This service allows Merchants to receive payment from end users;
 - **Supplier Services.** This service allows Suppliers to use sales and service system from Enring MC platform;
- 2.5. **Warehouse** refers to the entity that is in physical possession of the product and this may include the manufacturer, the brand or other distributors. Warehouses provide listing information and authorise the Merchants to automatically sell products through Enring.

3. Enring Shopping

Accounts

- 3.1. As part of the Services, Enring may provide Merchants, a unique Account (the "Account").
- 3.2. Account holders will be allowed to set the password, list product information, and search or calculate payment for goods.
- 3.3. In order to register an Account you must sign a service agreement.
- 3.4. After paying the system access fee you will be able to register an Account and use the Services.
- 3.5. Enring does not take any part in the sale of items other than by providing the Accounts via the Platform as a venue for Merchants. If a bid is accepted by an end user, a contract of sale will be formed between the end user and the Merchant or Warehouse directly. Enring does not act as agent for either party and does not participate in any sale or transaction between Merchants/Warehouses and the end users.
- 3.6. You agree to the following with respect to your Account:
 - 3.6.1. You must maintain your Account with the most recent and up-to-date information. If Enring discovers that the information you have provided is incorrect, untruthful, out-of-date, or incomplete then it may temporarily or permanently stop providing all or part of the Services. Any resultant direct or indirect loss will be borne by you, and Enring will not incur any liability in relation thereto.
 - 3.6.2. If because of a failure to timely maintain the information in the Account, Enring is unable to provide the Services, or there is a resultant error in the provision of the Services, this does not excuse you from your obligation to ensure the delivery of the product and you will be responsible for any related loss and Enring will not incur any liability in relation thereto.
 - 3.6.3. You must be responsible for the Account. Only you, or your authorised administrators can use your Account.
 - 3.6.4. If you have decided to stop using the Account, you must settle any credits or debts related to the Account and apply to have Enring delete the Account. You acknowledge and agree that if you lose the ability to enter into contractual agreements or incur civil liability from closing your Account, Enring will not be responsible for such loss. Enring has the ability to, according to applicable law, deal with any credits in the Account.
 - 3.6.5. You must comply with all notices posted on Enring's websites or public WeChat account with respect to your Account.
- 3.7. To maintain the safety and integrity of your Account you agree:

- 3.7.1. You will not disclose to anyone the password to the Account and you will not use the password of any other third party's Account.
 - 3.7.2. You will timely update the administrator privileges of the Account and acknowledge that Enring may accept any use of the Account as having been properly authorised by you.
 - 3.7.3. If you discover that someone has misused or hacked your Account or has obtained the password without authorisation, then you must immediately change your password and notify Enring (through telephone, email, WeChat, or other effective means) and request that Enring suspend your Account. Upon request, Enring will suspend your Account. However, during the time it takes for Enring to respond to your request, it will not be responsible for any damage resulting in the loss of control of the Account.
 - 3.7.4. Enring will not be responsible, and you agree to indemnify Enring, with regard to any illegal acts that result from your failure to maintain control of the Account.
- 3.8. If your Account is terminated or suspended pursuant to these Terms, Enring will endeavour to contact you, and if applicable make any Account credit available to you. Enring will not be responsible for any loss you may incur in having your account terminated or suspended.
 - 3.9. If you choose to close your Account, or stop using the Services for any reason, including any disagreement with the Terms, as amended, Enring will not be responsible for any resultant loss.
 - 3.10. If Enring extends its Platform into a new sales conduit, it may, without requesting prior permission, create an Account on behalf of the Merchant to allow the Merchant to conduct sales through the new conduit.

Authorised use

- 3.11. You may not use the Services for purposes not permitted by Enring. You must not use the Services or the Platform to sell or purchase items that are of a speculative nature including, but not limited to, pyramid or similar schemes. You must not manipulate prices through shill-bidding or assuming multiple roles in a single transaction.
- 3.12. The Platform integrates and relies upon services provided by our technology partners and Enring is bound by the terms and conditions of these technology partners. If your use of the Services conflicts with Enring's obligations under those terms and conditions, Enring will be entitled to take appropriate action, including, but not limited to, suspending the provision of the Services.
- 3.13. You must not damage, interfere with or harm the Platform, or any network, or system underlying or connected to the Platform or attempt to do so.

4. Payment Facilitation Services

4.1. If you use our payment facilitation services you must enter into a separate service agreement that sets forth additional terms that will be binding upon you.

4.2. *Process.*

4.2.1. End users who purchase products will make payments to one of Enring's third party payment providers.

4.2.2. After Enring's third party payment provider receives the payment, Enring will send a notification to the Merchant's Account.

4.2.3. Enring will be entitled to take from these funds its fee, as set forth below.

4.2.4. For Merchants that receive payment in New Zealand dollars, we will strive to make regular automatic payments.

4.2.5. Daigou vendors (as defined in clause 2.2) may make a request to Enring for amounts that they are entitled to. However, if there is a failure to make such a request, Enring will not be liable for any losses caused by the delay in remitting payment to you.

4.3. *Fees*

4.3.1. You agree that in consideration of Enring facilitating the payment through its third-party payment provider, Enring will be entitled to receive as its fee a percentage of the amounts paid by end users to the third party payment provider (the "**rate of calculation of compensation for services**").

4.3.2. The rate of calculation of compensation for services will be as set forth in the service agreement. Enring may vary this rate from time to time by providing you with at least ten days' prior notice via a WeChat notification.

4.3.3. The compensation for services as set forth above is non-refundable.

4.3.4. You agree and acknowledge that the third-party payment providers and banks may charge a fee for the processing of payments received from end users and that this fee is in addition to, and unrelated to Enring's fees.

4.4. *Bank account information*

4.4.1. The Merchant shall designate a NZD bank account in New Zealand for Enring to pay the balance of the funds. Should the Merchant change its designated bank account, it must provide Enring notice in writing of such change at least five working days in advance.

4.4.2. If the Merchant changes its address, suspends its business, or changes its domain name or contact number or any other Merchant information, it shall notify Enring five working days in advance. Should the Merchant fail to do so, Enring will be entitled to suspend the Services. The responsibility for all complaints and disputes resulting from such failure or suspension shall be assumed by the Merchant.

- 4.5. You agree and acknowledge that there may be some delays from the time the end user has made the payment until the time a record of the transactions is sent to your Account.
- 4.6. Enring allows end users to choose from several different third-party payment providers. If payment cannot be successfully processed through one such provider, Enring may prompt an end user to choose another provider.
- 4.7. Enring will keep payments from end users separate from its own operating funds and will not use the payments other than in accordance with these Terms or as we are directed by you.
- 4.8. The Merchant undertakes and warrant to compensate Enring for any losses it may suffer as a result of refunds, overpayments, chargebacks pursuant to fraudulent or disputed transactions, payments in error, and associated exchange rate losses. The Merchant authorises Enring to deduct any such loss by way of set-off from any amount due by Enring to the Merchant

5. Merchant's and Warehouse's Obligation to End Users

5.1. *Compliance with applicable law*

- 5.1.1. You warrant and undertake that, in making products available for sale on the Platform and/or through your Account, you will comply with the law of the jurisdiction in which you are located, as well as the jurisdiction where the products may be sold.
- 5.1.2. You warrant and undertake that you will oblige with your obligations under consumer protection legislation, including the New Zealand Sale of Goods Act 1908, the Fair Trade Act 1986, the Consumer Guarantees Act 1993, the Sale of Goods (United Nations Convention) Act 1994 and any regulations made pursuant to any of those enactments, as well as any similar legislation in the jurisdiction in which you are located.
- 5.1.3. The sale of films, videos, DVDs, VCDs and laser disks is covered by the New Zealand Films, Videos and Publications Classification Act 1993. It is an offence to sell any of these items if they have not been examined and classified by the appropriate agencies. When listing these items for sale, you must include within your listing, the classification rating and all information on the classification label.
- 5.1.4. You warrant and undertake that you will abide strictly to the cancellations, returns and refunds provisions provided for in the said legislation.
- 5.1.5. You warrant and undertake that you will not conduct any unlawful business activities or violate any anti-money laundering laws or assist any end user in engaging in any fictitious transactions, illegal credit card cash-outs, money laundering or any other unlawful or misleading practices.
- 5.1.6. You will not provide any services or information related to gambling or related activities.

- 5.1.7. You must not list anything that is illegal, offensive (including anything of a defamatory, pornographic, or racially or ethnically objectionable nature), stolen, or unsafe, anything which infringes copyright or other intellectual property rights, items which have been illegally imported or which would require illegal import or export in order to complete the transaction, or any item of which the sale is prohibited by, or violates any law in any relevant jurisdiction.
- 5.1.8. Pursuant to section 43A of the Firearms Act, Enring will not allow the sale of firearms or related products on its Platform.
- 5.1.9. You are responsible for ensuring that any listing by you does not breach this clause 5.1. You agree that Enring may disclose your personal information, including your name and contact details, to the relevant authorities, parties and/or the applicable intellectual property right holders (or their representatives) if we consider that you are in breach of this clause 5.1 at any time.

5.2. *Delivery*

- 5.2.1. After an order has been completed, Enring will send a notification to the Warehouse (as defined in section 2.5). The notification will identify the product and the delivery information. The Merchant will also receive a copy of the notification.
- 5.2.2. The entity delivering the product – whether it be the Merchant or the Warehouse – has an obligation to ensure that they deliver the agreed quality and quantity of the product within the agreed time to the end users.
- 5.2.3. For all deliveries, the Warehouse and/or the Merchant must ensure that only qualified and legally operating courier companies are engaged to send the products to the end users or their designees.
- 5.2.4. Enring assumes no responsibility for loss, delay or damage to products that are delivered, and any issues relating to the delivery of products must be resolved directly between the Merchant or the Warehouse (as the case may be) and the end user.
- 5.2.5. Neither the Warehouse nor the Merchant may charge unreasonable amounts for shipping and packaging costs.

5.3. ***Inspection.*** Enring does not provide any manner of inspection, or approval services of the listed products.

5.4. ***Disputes with end users.***

5.4.1. Dispute between Merchants, Warehouses, and end users will be exclusively between them and will not involve Enring.

5.4.2. Merchants and Warehouses undertake to address all disputes and complaints in a responsible manner and to take all reasonable steps possible to resolve all disputes and complaints with any end user.

5.4.3. Upon request, the Merchant and/or Warehouse agrees to provide full and complete information related to any disputes it is having with an end user.

- 5.5. ***Proper authorisation.*** You warrant and undertake that you are authorised to publish information about the products and engage in transactions independently, and under your own name. You will only place listings for items that exist, are to be sold, and that you are legally entitled to sell. You will only list items that are in your possession. You must ensure you hold the copyright or are otherwise licensed to use any images you add to your listings
- 5.6. ***Proper description.*** You will only enter listings that are accurate, current, complete, and include all relevant information about the terms of sale, payment terms, shipping methods and who bears the cost of shipment. If your item is likely to attract customs duty, you must ensure that this is clearly indicated in your listing.
- 5.7. ***Product expiration.*** You will guarantee that products will be provided in a way that they can reasonably be used before their expiration date.
- 5.8. ***Product safety.*** You will guarantee that products will be safe for their intended or likely use and that the content of the products matches their packaging.
- 5.9. ***Enring's right to refuse sale of any product.*** Enring may refuse, for any reason to allow a particular product to be sold on the Platform or through any other means provided by Enring.
- 5.10. ***Enring's reputation.*** All Merchants and Warehouses must conduct their activities with end users in a way that protects and preserves Enring's reputation.
- 5.11. ***Enring's right to information.*** Upon request from Enring, Merchants and Warehouses must provide full information relating to the quality of the goods, the condition of the goods, and the delivery of the goods.

6. End Users' Obligations and Acknowledgments

- 6.1. You acknowledge that you are at least 18 years of age.
- 6.2. By placing an order, you warrant and represent that you have the legal right to enter into and complete the transaction.
- 6.3. You must make full and prompt payment for any item you buy.
- 6.4. Enring may terminate your use of the services if you fail to comply with these Terms.
- 6.5. You will resolve any disputes with the Merchant, the Warehouse and/or Enring in good faith and provide notice of any grievance you might have and provide an opportunity for the Merchant, the Warehouse, and/or Enring to address that grievance before you take any legal action.

7. Supplier Services

7.1. Merchants who wish to utilise these services must sign a Product Procurement Services Agreement.

7.2. *Description of services*

7.2.1. Enring will negotiate prices with Warehouses for certain products frequently sold by Merchants.

7.2.2. Enring will make available a list of the products and prices to the Merchants.

7.2.3. The Merchants will be able to select the products they wish to list on their Account and make those products available for sale to their end users.

7.3. *Costs*

7.3.1. The costs for this service will be set forth in a separate Suppliers Services Agreement.

8. **Fees**

8.1. Fees charged by Enring will depend on the Services it provides. The following fees may apply to the Services provided by Enring. The level of fees will be agreed upon separately between Enring and Merchants.

8.2. Enring may adjust any of the fees and your continued use constitutes acceptance. If you continue to use the Services after an adjustment to any of the fees, then this will indicate that you fully understand and accept the adjusted fees. If you do not agree to any of the adjusted fees you must immediately cease using the Services.

8.3. If you are a New Zealand resident, then all fees are inclusive of GST and in New Zealand dollars unless otherwise stated. If you are not a New Zealand resident, then all fees are, unless otherwise stated, in New Zealand dollars and do not include GST.

8.4. Before making a product available for sale on the Platform, you should review Enring's fees to ensure you are aware of the fees that you will incur.

8.5. You must pay all fees when due. Enring reserves the right to take further action for unpaid amounts.

9. **DISCLAIMER**

9.1. *At your own risk:* Transactions and all other contact between Merchants, Warehouses and end users are conducted entirely at your own risk. Enring takes no responsibility and assumes no liability in connection with (i) any item provided by Warehouses, (ii) any item listed for sale by Merchants or any actions taken by Merchants that use the Platform, and (iii) any misconduct of any end user including, without limitation, end users who attempt to defraud Merchants or refuse to pay.

9.2. You expressly understand and agree that:

- your use of the Services is at your sole risk. The Platform and Services are provided on an "as is" and "as available" basis. To the maximum extent permitted by law, Enring disclaims and excludes all implied conditions or

warranties, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, and non-infringement;

- Enring does not warrant that (i) the Services provided will be uninterrupted, timely, secure, or error free, or (ii) that any information (including feedback) provided on the Platform is error-free or reliable;
- no advice or information that is obtained by you from Enring or anyone else shall create any warranty by Enring that is not expressly stated in the Terms; and

9.3. **Liability:** You agree that, to the maximum extent permitted by law, any and all liability and responsibility of Enring to you or any other person under or in connection with these Terms, or in connection with the Services, the Platform, an end user's acts or omissions, or your use of or inability to use, the Services, is excluded regardless of whether such liability arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise. Enring's liability and responsibility is excluded in respect of any and all loss or damage, whether direct or indirect, including, without limitation, loss of profits, loss of data, loss of business or anticipated savings, general and special damages, and consequential and incidental loss.

9.4. **Indemnity:** You agree to release, indemnify and keep indemnified Enring from and against all actions, claims, costs (including legal costs and expenses), losses, proceedings, damages, liabilities, or demands suffered or incurred by us to any person arising out of or in connection with your failure to comply with these Terms, your failure to complete a transaction, or attempted sale of an item prohibited pursuant to these Terms, or arising out of any content or item you submit, post, transmit, or make available through the Services.

9.5. **Breach:** Without limiting any other rights and remedies available to Enring, Enring may (with or without notice) limit your activities on the Platform, remove your listings or other content, warn end users of your actions, issue a warning to you, report you to the authorities, suspend or terminate your Account, or refuse to provide Services to you if (i) you breach these Terms, (ii) a serious complaint or multiple complaints are received about you, (iii) where your conduct unrelated to the use of the Services, such as prior criminal convictions, insolvency or other behaviour places the system at risk or threatens your ability to pay applicable fees, or (iii) where Enring considers it appropriate. Under no circumstance will Enring be liable for any losses or consequential damages that result from it taking such actions. Enring will have complete discretion in determining whether there has been a Breach of these Terms or the spirit of these Terms.

9.6. **Transaction risks.** If Enring prevents you from concluding a sale to an end user because of a failure on the part of either the end user or yourself to comply with the Terms, procedure listed on Enring's Platform, or the transaction page instruction steps, Enring will not be responsible for any resultant loss from the failure to conclude such sale. If there has been a failure to comply for a transaction, as described, and

- 9.6.1. funds from the transaction have already been credited to your Account, you agree to allow Enring to reverse the crediting of those funds to your Account from the transaction.
- 9.6.2. funds from the transaction have already been credited to your bank account, you agree that Enring has the right to seek the return of those funds.
- 9.7. You agree to reimburse Enring for any costs incurred in the process of recovering the funds, as described above.
- 9.8. **Obligations continue beyond termination.** Even if you cease using the Services, the extent applicable, your remaining obligations under these Terms will still be binding on you.

10. General Provisions

- 10.1. **System Integrity:** Enring will use its reasonable endeavours to ensure the availability of the Platform and Services, subject to any downtime required for maintenance. However, Enring takes no responsibility for any system unavailability, or for any loss that is incurred as a result of the Platform or Services being unavailable. Further, Enring assumes no responsibility for the corruption of any data or information held by Enring.
- 10.2. **Force Majeure:** Enring has no liability for any lack of performance, unavailability or failure of the Services or the Platform, or for any failure of Enring to comply with these Terms where the same arises from any cause reasonably beyond the control of Enring, including, but not limited to, earthquakes, floods, severe weather events, power outages or war.
- 10.3. **No Waiver:** If we do not exercise or enforce any right available to us under these Terms, it does not constitute a waiver of those rights.
- 10.4. **Partial Invalidity:** If any provision of these Terms becomes or is held to be invalid, unenforceable or illegal for any reason, and in any respect, that provision shall be severed from the remaining Terms, which shall continue in full force and effect.
- 10.5. **Governing Law:** These Terms are governed by the laws of New Zealand. You submit to the non-exclusive jurisdiction of the Courts of New Zealand.
- 10.6. **Intellectual Property Rights:** Enring (and its licensors or suppliers, as the case may be) owns all proprietary and intellectual property rights in the Platform and Enring's websites (including text, graphics, logos, icons and sound recordings) and the software and other material underlying and forming part of the Services.
- 10.6.1. You may not without our prior written permission, in any form or by any means:
- adapt, reproduce, copy, store, distribute, print, display, perform, publish or create derivative works from any part of the Platform, our websites, or our Services; or

- commercialise, copy, or on-sell any information, or items obtained from any part of our websites or the Platform.
- 10.7. ***Entire agreement:*** These Terms supersede all previous conditions, understandings, commitments, agreements and representations whatsoever whether oral or written, and constitutes the entire agreement, between the parties, relating to the subject matter of these Terms.
- 10.8. ***Privacy and marketing materials:*** Enring will collect and use personal information about you and the end users and may be required by law in some circumstances to disclose that information. You agree to receive notifications and promotional materials about expansion of Enring's services, including new channels of product distribution. Enring will not use or disclose information about end users provided by Merchants to advertise or sell products to those end users.

Last updated: 7 February 2018