

## **ATCMarket Free Membership Agreement**

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY! THIS FREE MEMBERSHIP AGREEMENT LIMITS THE RIGHTS AND REMEDIES AVAILABLE TO MEMBERS WITH RESPECT TO THE SERVICES AND CONTAINS BINDING OBLIGATIONS ON MEMBERS. PLEASE PAY ATTENTION TO PROVISIONS THAT EXCLUDE OR LIMIT LIABILITY, TERMS LIMITING MEMBERS

### **1. ACCEPTANCE OF TERMS**

1.1 WELCOME TO ATCMARKET'S FREE SERVICE (the "**Service**"). The following sets forth the terms and conditions of the ATCMarket Free Membership Agreement (this "**Agreement**") between you ( "**Member**") and the ATCMarket contracting company determined in accordance with this clause 1.1 ("**ATCMarket**") under which ATCMarket offers you access to and use of the Service through the websites, mobile sites, mobile applications and other portals owned, operated, branded or made available by ATCMarket to you from time to time relating to the ATCMarket e-commerce platform including but not limited to the web and mobile-optimized versions of the websites (collectively the "**ATCMarket Sites**" or the "**Sites**").

Your contracting ATCMarket party:

(A) Your contract is with ATCMARKET PORTAL with Company Reg. No. 1452849).

As some or part of the Service may be supported and provided by affiliates of ATCMarket, ATCMarket may delegate some aspects of the Service to its affiliates. Use of the Service indicates that you accept the terms and conditions set forth below. If you do not accept all of the terms and conditions, please do not use the Service. BY COMPLETING THE REGISTRATION PROCESS, YOU ARE INDICATING YOUR CONSENT TO BE BOUND BY THIS AGREEMENT, THE SITE'S ATCMARKET TERMS OF USE , ATCMARKET PRODUCT LISTING POLICY AND PRIVACY POLICY (DEFINED BELOW) WHICH ARE INCORPORATED HEREIN BY REFERENCE (COLLECTIVELY REFERRED TO AS THE "**TERMS OF USE**"). The ATCMarket Free Membership Agreement will not take effect unless and until you have activated your Account. Terms not defined in this Agreement shall bear the same meaning as that contained in the Terms of Use.

**1.2 ATCMARKET MAY AMEND THIS AGREEMENT AT ANY TIME BY POSTING THE AMENDED AND RESTATED AGREEMENT ON THE SITES. THE AMENDED AND RESTATED AGREEMENT SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING OR SUCH OTHER INDICATED DATE (AS THE CASE MAY BE). POSTING BY ATCMARKET OF THE AMENDED**

**AND RESTATED AGREEMENT AND YOUR CONTINUED USE OF THE SERVICE SHALL BE DEEMED TO BE ACCEPTANCE OF THE AMENDED TERMS. IT IS THE MEMBER'S RESPONSIBILITY TO REVIEW THE TERMS OF USE REGULARLY FOR UPDATES, AND ATCMARKET IS NOT REQUIRED TO PROVIDE AFFIRMATIVE NOTICE OF CHANGES TO THIS AGREEMENT BY ANY MEANS OTHER THAN POSTING THE UPDATES TO THE SITES.**

## **2. THE SERVICE**

2.1 The Service will be offered free-of-charge for an unspecified time period unless terminated in accordance with the terms of this Agreement.

2.2 The Service will have the following core features (which may be added to or modified, or suspended for scheduled or unscheduled maintenance purposes, from time to time at the sole discretion of ATCMarket and notified to you) ("**Free Member Benefits**"):

(a) Company Profile - allows each Member to display and edit basic information about its business;

(b) Products - allows each Member to display and edit descriptions, specifications and images of products; and

(c) Buyer Trade Lead Posting - allows each Member to post on the Sites for public display offers to buy products and services from other users of the Sites.

**2.3 ATCMARKET MAY SUSPEND OR TERMINATE ALL OR PART OF THE ABOVE FREE MEMBER BENEFITS AT ANY TIME IN ITS SOLE DISCRETION WITHOUT LIABILITY FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH SUCH SUSPENSION OR TERMINATION. ATCMARKET RESERVES THE RIGHT TO CHARGE FOR THE SERVICE OR ANY FEATURE OR FUNCTIONALITY OF THE SERVICE AT ANY TIME IN ITS SOLE DISCRETION.**

2.4 Benefits, features and functions available to a Member may vary for different countries and regions. No warranty or representation is given that a particular feature or function or the same type and extent of features and functions will be available.

2.5 The availability of any transactional features and functions on the Sites to any Member may be conditional on verification of Member's identity and/or its designated bank account by ATCMarket and/or its approved independent third parties.

2.6 ATCMarket shall issue a Member ID and Password (the latter shall be chosen by the Member during registration) to each Member to access the Service through such Member's Account. Each Member shall be solely responsible for maintaining the confidentiality of its Member ID and Password and for all use of and activities that occur under the Member ID and Password (whether such use or activities are authorized or not). A set of Member ID and Password is unique to a single Account and no Member shall share, assign or permit the use of its Account, Member ID or Password to another person, even to other individuals within the Member's own business entity (where applicable). Each Member acknowledges that sharing of its Account with other persons, or allowing multiple users outside of its business entity to use its Account (collectively, "**multiple use**"), may cause irreparable harm to ATCMarket. **EACH MEMBER SHALL INDEMNIFY ATCMARKET AGAINST ANY LOSS OR DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) SUFFERED BY ATCMARKET AS A RESULT OF SUCH MULTIPLE USE OF AN ACCOUNT.** Each Member hereby undertakes to notify ATCMarket immediately of any unauthorized use of its Account, Member ID or Password or any other breach of security. **EACH MEMBER HEREBY AGREES THAT ATCMARKET SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES ARISING FROM THE MEMBER'S FAILURE TO COMPLY WITH THIS PARAGRAPH.**

2.7 **ATCMARKET RESERVES THE RIGHT TO CHANGE, UPGRADE, MODIFY, LIMIT OR SUSPEND THE SERVICE OR ANY OF ITS RELATED FUNCTIONALITIES OR APPLICATIONS AT ANY TIME TEMPORARILY OR PERMANENTLY WITHOUT PRIOR NOTICE, EXCEPT IN RESPECT OF ANY ATCMARKET RELEVANT JURISDICTION USERS.** ATCMarket further reserves the right but shall not be obliged to introduce new features, functionalities, applications or conditions to the Service or to future versions of the Service, except in respect of any ATCMarket Relevant Jurisdiction Users. All new features, functionalities, applications, conditions, modifications, upgrades and alterations shall be governed by this Agreement, unless otherwise stated by ATCMarket.

2.8 Each Member acknowledges that inability to use the Service wholly or partially for whatever reason may have adverse effects on its business. **EACH MEMBER HEREBY AGREES THAT IN NO EVENT SHALL ATCMARKET BE LIABLE TO THE MEMBER OR ANY THIRD PARTIES FOR ANY INABILITY TO USE THE SERVICE (WHETHER DUE TO DISRUPTION, CHANGES TO OR TERMINATION OF THE SERVICE OR OTHERWISE), ANY DELAYS, INACCURACIES, ERRORS OR OMISSIONS WITH RESPECT TO ANY COMMUNICATIONS OR TRANSMISSION OR DELIVERY OF ALL OR ANY PART THEREOF, OR ANY LOSSES OR DAMAGES (DIRECT, INDIRECT, CONSEQUENTIAL OR**

**OTHERWISE) ARISING FROM THE USE OF OR INABILITY TO USE THE SERVICE.**

**3. MEMBER RESPONSIBILITIES**

3.1 Each Member hereby represents, warrants and agrees to (a) provide true, accurate, current, complete and timely information about itself and its business references as may be required by ATCMarket and (b) maintain and promptly amend all information to keep it true, accurate, current, complete and timely. Business Member must provide its accurate registration information and other information required by ATCMarket and update that if there is any change. To the extent permitted under applicable laws, each Member hereby grants an irrevocable, perpetual, worldwide and royalty-free, sub-licensable (through multiple tiers) license to ATCMarket to display and use all information provided by such Member in accordance with the purposes set forth in this Agreement and to exercise the copyright, publicity, and database rights such Member has in such material or information, in any media now known or not currently known. Information that is protected under privacy and data protection laws will only be used and kept in compliance with those laws.

3.2 Each Member hereby represents, warrants and agrees that the use by such Member of the Service and the Sites shall not:

- (a) contain fraudulent or misleading information or make fraudulent offers of items or involve the sale or attempted sale of counterfeit or stolen items or items whose sales and/or marketing is prohibited by applicable law, or otherwise promote other illegal activities;
- (b) be part of a scheme to defraud other Members or other users of the Sites or for any other unlawful purpose;
- (c) infringe or otherwise abet or encourage the infringement or violation of any third party's copyright, patent, trademarks, trade secret or other proprietary right or rights of publicity and privacy or other legitimate rights;
- (d) impersonate any person or entity, misrepresent yourself or your affiliation with any person or entity;
- (e) violate any applicable law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- (f) contain information that is defamatory, libelous, unlawfully threatening or unlawfully harassing;
- (g) contain information that is obscene or contain or infer any pornography or sex-related merchandising or any other content or otherwise promotes sexually explicit materials or is otherwise harmful to minors;

- (h) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (i) contain any material that constitutes unauthorized advertising or harassment (including but not limited to spamming), invades anyone's privacy or encourages conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any law or regulation;
- (j) involve attempts to copy, reproduce, exploit or expropriate ATCMarket's various proprietary directories, databases and listings;
- (k) 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;
- (l) involve any scheme to undermine the integrity of the computer systems or networks used by ATCMarket and/or any user of the Service and no Member shall attempt to gain unauthorized access to such computer systems or networks;
- (m) link directly or indirectly to or include descriptions of goods or services or other materials that violate any law or regulation or are prohibited under this Agreement or the Terms of Use;
- (n) list or sell any product recalled by a manufacturer or governmental agency if the sale of the product is prohibited by law or regulation or the product poses a health or safety hazard as specified by any applicable governmental agency; or such product is subject to an interim and permanent ban imposed by any applicable governmental agency; or where such product is subject to a public notice of defect or failure to comply has been issued by an applicable governmental agency; or
- (o) otherwise create any liability for ATCMarket or its affiliates.

3.3 Each Member represents, warrants and agrees that with regards to information about or posted on behalf of any business referee, it has obtained all necessary consents, approvals and waivers from such referee to (a) act as such Member's business referee; (b) to 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 the Member. Each Member further warrants that all reference letters and comments are true and accurate and hereby waives all requirements for such Member's consent to be obtained before third parties may contact the business referees. Each Member must keep the personal information collected as strictly confidential and may not disclose it to any third-party including affiliates without the authorization or consent of those subjected to collection, except when doing so is required for cooperation in regulatory or law enforcement activities in accordance with the law.

3.4 Member shall not take any action which may undermine the integrity of ATCMarket's feedback system, such as including content prohibited by applicable laws and regulations, leaving positive feedback for itself using secondary Member IDs or through third parties or by leaving false, fabricated or unsubstantiated negative feedback for another Member. Member shall also disclose its relationship with the user for which such Member is posting a review. Member acknowledges that ATCMarket has the right to take measures regarding such feedback in accordance with applicable laws.

3.5 Each Member acknowledges and agrees that ATCMarket reserves the right to, but shall not be required to actively monitor nor exercise any editorial control whatsoever over the content of any message or other material or information created, obtained or accessible through the Service. ATCMarket does not endorse, verify or otherwise certify the contents of any comments or other material or information 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.

3.6 Each Member represents, warrants and agrees that it has obtained all necessary third party licenses and permissions and shall be solely responsible for ensuring that any material or information it posts on the Sites or provides to ATCMarket or authorizes ATCMarket to display does not violate the copyright, patent, trademark, trade secrets or any other personal or proprietary rights of any third party or is posted with the permission of the owner(s) of such rights. Each Member further represents, warrants and agrees that it has the right and authority to sell, distribute or offer to sell or distribute the products described in the material or information it posts on the Sites or provides to ATCMarket or authorizes ATCMarket to display.

3.7 To the extent applicable, each Member represents, warrants and agrees that certain products sold to California require a warning under California Health & Safety Code Section 25249.6 (a "Proposition 65 Warning" ) and each Member shall (a) promptly display a Proposition 65 Warning on the product detail page as required under the relevant law; (b) authorize ATCMarket to display a Proposition 65 Warning on your behalf; and (c) 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.

3.8 If any Member breaches the representations, warranties and covenants of paragraphs 3.1, 3.2, 3.3, 3.4, 3.5, 3.6 or 3.7 above, or if ATCMarket has reasonable grounds to believe that such Member is in breach of such representations, warranties and covenants, or if upon

complaint or claim from any other Member or third party, ATCMarket has reasonable grounds to believe that such Member has willfully or materially failed to perform its 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 such Member has delivered the items that materially fail to meet the terms and descriptions outlined in its contract with such third party, or if ATCMarket has reasonable grounds to believe that such Member has used a stolen credit card or other false or misleading information in any online transaction, ATCMarket has the right to suspend or terminate the Service and all Free Member Benefits with respect to such Member without compensation and without liability for any losses or damages arising out of or in connection with such suspension or termination, and restrict or refuse any and all current or future use of the Service or any other services that may be provided by ATCMarket. Further, ATCMarket reserves the right in its sole discretion to place restrictions on the number of product listings that a Member can post on the Sites for such duration as ATCMarket may consider appropriate, and to remove any material it reasonably believes that is unlawful, could subject ATCMarket to liability, violates this Agreement or the Terms of Use or is otherwise found inappropriate in ATCMarket's opinion. ATCMarket reserves the right to cooperate fully with governmental and regulatory authorities, law enforcement bodies, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing. Further, **MEMBER ACKNOWLEDGES AND AGREES THAT TO THE EXTENT AS REQUIRED BY APPLICABLE LAWS AND COMPETENT AUTHORITIES, INCLUDING WITHOUT LIMITATION A GOVERNMENT, REGULATORY OR LAW ENFORCEMENT BODY OR AN INJURED THIRD PARTY, OR AS A RESULT OF A SUBPOENA OR OTHER LEGAL ACTION, ATCMARKET MAY PROVIDE CERTAIN INFORMATION TO COMPETENT AUTHORITIES.** Moreover, ATCMarket shall not be liable for damages or results thereof and **MEMBER AGREES NOT TO BRING ANY ACTION OR CLAIM AGAINST ATCMARKET FOR SUCH DISCLOSURE.** In connection with any of the foregoing, ATCMarket may (i) suspend or terminate the Account of any Member as ATCMarket deems appropriate in its sole discretion; and (ii) announce decisions to take actions against Member on the Sites, together with relevant information including without limitation the Member's name, the illegal action or the breach of the relevant rules on the Sites or other public platforms.

**3.9 EACH MEMBER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS ATCMARKET, AND ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, FROM ANY CLAIMS, LOSSES, DAMAGES, ACTIONS, OR LIABILITIES OF ANY KIND (INCLUDING LEGAL FEES AND COSTS) ARISING OUT OF OR RELATING THE MEMBER'S ACTUAL OR ALLEGED BREACH OF THE TERMS. ATCMARKET RESERVES THE RIGHT TO SELECT DEFENSE COUNSEL AND CONTROL THE DEFENSE AND RESOLUTION OF ANY SUCH MATTER IN ITS DISCRETION.**

Each Member further agrees that ATCMarket is not responsible, and shall have no liability to it or anyone else for any material posted by such Member or third parties, including fraudulent, untrue, misleading, inaccurate, defamatory, offensive or illicit material and that the risk of damage from such material rests entirely with each Member.

#### **4. TRANSACTIONS BETWEEN BUYERS AND SELLERS**

4.1 Through the Sites, ATCMarket provides an electronic web-based platform for exchanging information and concluding sale and purchase transactions of products and services online between buyers and sellers. ATCMarket reserves the right to limit certain features and functions of the platform to prescribed Members. Despite the provision of the platform through the Sites, ATCMarket does not represent the seller or the buyer in specific transactions whether or not such transactions are made on or via the Sites. ATCMarket does not control and is not liable to or responsible for the quality, safety, lawfulness or availability of the products or services offered for sale on the Sites or the ability of the sellers to complete a sale or the ability of buyers to complete a purchase.

4.2 Members are hereby made aware that there may be risks of dealing with people acting under false pretences. ATCMarket uses several techniques to verify the accuracy of the information our users provide us when they register on the Sites. However, because user verification on the Internet is difficult, ATCMarket cannot and does not confirm each free member's purported identity shown on the Sites and can only use reasonable efforts to verify the personal identity of the representative of a seller. We encourage you to use the various tools available on the Sites, as well as common sense, to evaluate with whom you are dealing.

**4.3 EACH MEMBER ACCESSING OR USING THE SITES OR SERVICE SHALL FULLY ASSUME THE RISKS OF CONDUCTING ANY PURCHASE AND SALE TRANSACTIONS IN CONNECTION WITH OR THROUGH THE SITES OR SERVICE. SUCH RISKS SHALL INCLUDE, BUT NOT LIMITED TO, MISREPRESENTATION OF PRODUCTS AND SERVICES, FRAUDULENT SCHEMES, UNSATISFACTORY QUALITY, FAILURE TO MEET SPECIFICATIONS, DEFECTIVE PRODUCTS, PRODUCT RECALLS, DELAY OR DEFAULT IN DELIVERY OR PAYMENT, COST MISCALCULATIONS, BREACH OF WARRANTY, BREACH OF CONTRACT AND TRANSPORTATION ACCIDENTS ("TRANSACTION RISKS"). EACH MEMBER AGREES THAT ATCMARKET SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGES, LIABILITIES, COSTS, HARMS, INCONVENIENCES, BUSINESS DISRUPTIONS OR EXPENDITURES OF ANY KIND THAT MAY ARISE A RESULT OF OR IN CONNECTION WITH ANY TRANSACTION RISKS. ATCMarket has the right to suspend or terminate any**



**Member's Account or deduct from a Member's account for the related costs or expenses incurred by ATCMarket related to such Transaction Risks caused by such Member. MEMBER AGREES TO RELEASE AND INDEMNIFY ATCMARKET (AND ATCMARKET'S 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 ANY TRANSACTION RISK.**

4.4 Members are solely responsible for setting out, agreeing on, entering into and performing all of the terms and conditions of the transactions conducted on, through or as a result of use of the Sites, including, without limitation, any non-performance, non-delivery, mis-delivery, theft, or other mistake or act in connection with the fulfillment of the orders, any non-conformity or defect in, any public or private recall of, or safety alert of any of the products or services such Member lists or sells through the Services, any terms regarding payment, refunds, returns, warranties, shipping, insurance, fees, taxes, title, licenses, fines, permits, handling, transportation and storage, subject to any additional obligations imposed under the Transactional Services Agreement (and in particular, clause 3.2). Any purchases made via the Services may be subject to the respective seller's additional terms and conditions of purchase. Each Member will promptly notify ATCMarket as soon as such Member has knowledge of any public or private recalls, potential recalls, public notice of defect or failure to comply issued by any applicable government agency, an interim or permanent ban imposed by any applicable government agency, or safety alerts of the products and services such Member lists or sells through the Services. Each Member will promptly remove all listings for any product recalled by a manufacturer or governmental agency if the sale of the product is prohibited by law or regulation or the product poses a health or safety hazard as specified by any governmental agency, or if such product is subject to a public notice of defect or failure to comply issued by any applicable government agency, or if such product is subject to an interim or permanent ban imposed by any applicable government agency. Each Member will cooperate and assist ATCMarket in connection with any recalls or safety alerts, including by initiating the procedures for returning items to such Member and destroying such recalled products thereafter. Each Member will be solely responsible for all costs and expenses the Member, ATCMarket or any of ATCMarket's affiliates incur in connection with any such recall or potential recall or safety alerts (including the costs to return, destroy, refund, store, repair, liquidate, or deliver to the Member or any vendor any of these recalled products). Neither ATCMarket nor any of its affiliates has any responsibility or liability for the safety or performance of any product that each Member list or sell through the Services, including any product that is subject to a recall.

**4.5 EACH MEMBER AGREES TO PROVIDE ALL INFORMATION AND MATERIALS AS MAY BE REASONABLY REQUIRED BY ATCMARKET IN CONNECTION WITH ITS TRANSACTIONS MADE VIA THE TRANSACTIONAL PLATFORM ON THE SITES. ATCMARKET HAS THE RIGHT TO SUSPEND OR TERMINATE ANY MEMBER'S ACCOUNT IF THE MEMBER 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.**

**4.6 IN THE EVENT THAT ANY MEMBER HAS A DISPUTE WITH ANY PARTY TO A TRANSACTION, SUCH MEMBER AGREES TO RELEASE AND INDEMNIFY ATCMARKET (AND ATCMARKET'S 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.**

4.7 Each Member acknowledges that ATCMarket has the right to keep the identity information of it after its exit from the platform and to keep the product or service information, payment records, logistics and express delivery, return and replacement of goods and after-sales services.

## **5. USE OF DISCUSSION BOARDS ON THE SITE**

5.1 ATCMarket provides its Members use of discussion boards, product review columns and instant messaging tools on the Sites at or free of charge to promote and encourage open, honest and respectful communication between all of ATCMarket's Members. The discussion boards on the Sites shall not be used as a marketing platform by Members and Members shall not post any information relating to trade leads, promotion of their products or their company profile.

5.2 Each Member acknowledges that all data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted through a discussion board on the Sites, are the sole responsibility of such Member from whom the Content originated. This means that the posting Member, and not ATCMarket, is entirely responsible for all Content that is uploaded or posted via our discussion boards on the Sites. ATCMarket does not control the Content posted via discussion boards and therefore does not guarantee the accuracy, integrity or quality of such Content.

5.3 To the extent permitted by applicable laws, ATCMarket reserves the right to, but shall have no obligation to, delete or edit any postings in its sole discretion without prior notice. ATCMarket may but shall not be obliged to monitor posting activities of any Member who is in breach of this Agreement and may restrict their ability to post messages on the discussion boards on the Sites. Under no circumstances will ATCMarket be liable in any way for any Content, including (without limitation) any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of the discussion boards by such Member. Each Member agrees to evaluate and bear all risks associated with the use of any Content including any reliance on its accuracy or completeness. Each Member understands that by using the ATCMarket discussion boards on the Sites, such Member may be exposed to Content that is offensive, indecent or objectionable.

5.4 Without prejudice to each Member's responsibilities under clause 3 of this Agreement, each Member agrees not to use the discussion boards on the Sites to:

- (a) upload, post or e-mail any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- (b) harm minors in any way;
- (c) impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity or disguise the origin of any Content;
- (d) "stalk" or otherwise harass another;
- (e) to use the personal data about other users for purposes unrelated to the discussion board or to disclose personal data on the discussion board about third parties without their authorization
- (f) upload, post or e-mail any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships;
- (g) upload, post or e-mail any Content that infringes any intellectual property rights or other legitimate rights of any party;
- (h) upload, post or e-mail any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", or any other form of solicitation;
- (i) upload, post or e-mail any Content that contains computer viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment;

(j) upload, post or e-mail any Content that contains a complaint regarding ATCMarket's services or refers to such a complaint on the Sites or to any other Members; any such complaint must be directed to the customer service e-mail on the Sites; or

(k) violate any applicable national or internal laws or regulations.

5.5 Each Member acknowledges that ATCMarket does not pre-screen Content but that ATCMarket shall have the right (though not the obligation) in its sole discretion to move, modify or remove any Content that is posted or uploaded on the discussion boards on the Sites at any time.

**5.6 TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, EACH MEMBER GRANTS ATCMARKET A PERPETUAL, WORLD-WIDE, ROYALTY-FREE IRREVOCABLE, NON-EXCLUSIVE LICENSE (INCLUDING THE RIGHT TO SUB-LICENSE THROUGH MULTIPLE TIERS) TO USE, REPRODUCE, MODIFY, ADAPT, PUBLISH, TRANSLATE, CREATE DERIVATIVE WORKS FROM, DISTRIBUTE, PERFORM AND DISPLAY ANY CONTENT (IN WHOLE OR PART) SUCH MEMBER UPLOADED, POSTED OR SUPPLIED TO ATCMARKET FOR POSTING ON THE SITES AND/OR TO INCORPORATE SUCH CONTENT IN OTHER WORKS IN ANY FORM, MEDIA OR TECHNOLOGY NOW KNOWN OR DEVELOPED.**

**5.7 EACH MEMBER SHALL INDEMNIFY AND HOLD ATCMARKET AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, OFFICERS, AGENTS OR PARTNERS HARMLESS FROM AND AGAINST ANY DIRECT OR INDIRECT LOSS OR DAMAGE (INCLUDING CONSEQUENTIAL LOSS AND LOSS OF PROFITS, GOODWILL OR BUSINESS OPPORTUNITIES) ARISING FROM ANY THIRD PARTY CLAIM IN RELATION TO ANY CONTENT SUCH MEMBER UPLOADED, POSTED OR E-MAILED ON OR THROUGH THE DISCUSSION BOARDS, PRODUCT REVIEW COLUMNS, OR INSTANT MESSAGERS ON THE SITES, SUCH MEMBER'S USE OF THESE TOOLS ON THE SITES, OR SUCH MEMBER'S BREACH OF THE PROVISIONS SET OUT IN CLAUSE 5.4.**

5.8 On being made aware of any such breaches, to the extent permitted by applicable laws, ATCMarket may ban, delete or prohibit any Content that relates to those breaches or that ATCMarket in its sole discretion consider to be harmful to the public or the rights of ATCMarket or any of its affiliates, licensors, partners or Members.

5.9 ATCMarket reserves the right to take whatever action it deems necessary to prevent a Member's breach of clause 5.4 including the following:

- (a) issue a warning letter to the relevant Member (where the breaches are deemed by ATCMarket to be minor); or
- (b) ban the relevant Member from discussion boards on the Sites (where the breaches are deemed by ATCMarket to be major).

All incidents will be logged and ATCMarket decision shall be final in all such cases.

5.10 All information and/or other Content posted on the Sites by the ATCMarket service team or by Members or third party partners is supplied for information purposes only and shall not under any circumstances be construed as legal and/or business advice or a legal opinion. Members are encouraged to seek independent professional advice in such situations.

## **6. LIMITATION OF LIABILITY**

**6.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ATCMARKET 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 OR NON-INFRINGEMENT. ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED. Where certain jurisdictions do not allow the disclaimer of warranties or exclusion of damages, such disclaimers and exclusions may not apply to you.**

**6.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, ATCMARKET MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE VALIDITY, ACCURACY, RELIABILITY, QUALITY, STABILITY, COMPLETENESS OR CURRENTNESS OF ANY INFORMATION PROVIDED ON OR THROUGH THE SITES.**

6.3 Any material downloaded or otherwise obtained through the access to or use of the Sites or Service is done at each Member's sole discretion and risk and each Member is solely responsible for any damage to its computer system or any loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by any Member from ATCMarket or through or from the Service shall create any warranty not expressly stated in this Agreement.

6.4 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 ATCMarket or its affiliates be held liable for any such services or products.

6.5 Under no circumstances shall ATCMarket be held liable for an delay or failure or disruption of the Service 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 its 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.

6.6 To the extent permitted by law, ATCMarket 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 or otherwise or any other damages resulting from any of the following:

- (a) the use or the inability to use the Service;
- (b) any recalled products or defect in goods, samples, data, information or services purchased or obtained from a Member or a third-party service provider through the Sites;
- (c) unauthorized access by third parties to data or private information of any Member;
- (d) statements or conduct of any user of the Sites; or
- (e) any other matter relating to the Sites or Service however arising, including negligence.

**6.7 NOTWITHSTANDING ANY OF THE FOREGOING PROVISIONS, THE AGGREGATE LIABILITY OF ATCMARKET, ITS EMPLOYEES, AGENTS, AFFILIATES, REPRESENTATIVES OR ANYONE ACTING ON ITS BEHALF WITH RESPECT TO EACH MEMBER FOR ALL CLAIMS ARISING FROM THE ACCESS TO OR USE OF THE SERVICE OR THE SITES DURING ANY CALENDAR YEAR SHALL BE LIMITED TO HK\$100. THE PRECEDING SENTENCE SHALL NOT PRECLUDE THE REQUIREMENT BY THE MEMBER TO PROVE ACTUAL DAMAGES. ALL CLAIMS ARISING FROM THE USE OF THE SERVICE MUST BE FILED WITHIN EITHER ONE**

**(1) YEAR FROM THE DATE THE CAUSE OF ACTION AROSE OR SUCH LONGER PERIOD AS PRESCRIBED UNDER THE APPLICABLE LAW GOVERNING THIS AGREEMENT.**

## **6.8 PRIVACY**

Please review the following policies to know how we use and protect your personal information when you use Services of ATCMarket Sites:

(a) the ATCMarket Privacy Policy. Information that is protected under data protection laws will only be used and kept in compliance with those laws.

## **7. INTELLECTUAL PROPERTY RIGHTS**

7.1 ATCMarket is the sole owner or lawful licensee of all the rights to the Service. The Service embodies trade secrets and intellectual property rights protected under worldwide copyright and other laws. All title, ownership and intellectual property rights in the Service shall remain with ATCMarket, its affiliates or licensors, as the case may be. All rights not otherwise claimed under this Agreement or by ATCMarket are hereby reserved.

7.2 "ATCMARKET" and related icons and logos are registered trademarks or trademarks or service marks of ATC Gulf LLC 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.

## **8. GENERAL**

8.1 This Agreement and the Terms of Use constitute the entire agreement between the Member and ATCMarket with respect to and governs the use of the Service, superseding any prior written or oral agreements in relation to the same subject matter herein.

8.2 ATCMarket and the Member are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

8.3 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality

or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

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

8.5 ATCMarket failure to enforce any right or failure to act with respect to any breach by a Member under this Agreement will not waive that right nor waive ATCMarket's right to act with respect with subsequent or similar breaches.

8.6 ATCMarket shall have the right to assign this Agreement (including all of its rights, titles, benefits, interests, and obligations and duties in this Agreement) to any person or entity (including any affiliates of ATCMarket). The Member may not assign, in whole or part, this Agreement to any person or entity.