# **Terms of Use**

Last updated on August 27, 2021

Please carefully read and fully understand all terms hereof, **especially those regarding** the exemption or limitation to its liabilities, applicable laws and dispute resolution. Among them, the exemption or restriction terms and part of the other crucial terms are indicated in bold, to which you shall pay special attention and ensure your complete understanding.

Welcome to China Import and Export Fair (hereinafter referred to as "the Canton Fair") website www.cantonfair.org.cn(hereinafter referred to as "the Website"). This document of Terms of Use (hereinafter referred to as "the Terms") applies to your access to and use of the Website, relevant mobile websites (including the web version marked by the uniform resource locator "www.cantonfair.org" and the corresponding optimized version for mobile devices), Wechat official account, mini programs, APPs and other web portals (hereinafter collectively referred to as "the Canton Fair Websites") probably owned, operated, branded or provided by China Foreign Trade Centre and/or China Foreign Trade Centre Group, Ltd. (hereinafter collectively referred to as "we" or "CFTC").the Terms shall be legally binding on you (hereinafter referred to as "you", or "Users") and CFTC.

"You" or "Users" in **the Terms** include exhibitors, buyers, and other entities that visit, browse, apply for a registered account, log in or use **the Canton Fair Websites.** 

# 1. Application and the Acceptance

- 1.1 By accessing the Website and/or using all kinds of tools, contents and services (hereinafter collectively referred to as "the Canton Fair Services"), including but not limited to accessing, applying for a registered account and logging in to the Canton Fair Websites, browsing and using the Canton Fair Websites, uploading and displaying products, decorating online stores, live streaming, online marketing, registering an account, searching exhibits, conducting inquiries and negotiations on target products, you have fully read, understood and voluntarily agreed to accept and be bound by all terms and conditions hereafter. If you do not agree to accept the Terms, you shall promptly stop accessing the Canton Fair Websites and/or use the Canton Fair Services.
- 1.2 The contents of **the Terms** include the main body of **the Terms** and the provisions hereafter, Privacy Polices, Cookies Policy, Exhibits Posting Policy, Disclaimer Statement, Copyright Statement and any other rules or policies, statements, notices, warnings, tips, instructions and etc.(hereinafter collectively referred to as "**the Canton Fair Rules**") updated or released by us from time to time. **The Canton Fair Rules** constitute an integral part of the Terms and both of the foregoing have equal legal effect. **Your acceptance of the Terms shall be deemed as your acceptance of the body of the Terms and the Canton Fair Rules.**
- 1.3 Pursuant to laws of PRC and/or other applicable laws (including but not limited to the laws of the country/region which you have nationality or in which you are resident), you are not allowed to access the Canton Fair Websites and/or use Canton Fair services

under anyone or more of the following situations. If you are in violation of the foregoing requirements by continued access or use, you and/or your guardian shall bear all consequences arising therefrom, and we reserve the right to take actions including but not limited to canceling accounts and disconnecting links at any time to prohibit you from so doing and make a claim against you and/or your guardian::

- 1.3.1 You do not possess the full capacity for civil rights or the capacity for the civil conduct you are engaged in, and you have not obtained the consent of your guardian for accessing **the Canton Fair Websites** and/or using **the Canton Fair Services**; or
- 1.3.2 You claim that you represent or act as agent for a company, organization, or using other legal entities to access **the Canton Fair Websites** and/or Canton Fair services, but the representative or agent does not possess full capacity for civil rights or the capacity for civil conduct. Or you have not obtained the legal and effective authorization of the representative or principal; or
- 1.3.3 You are not legally permitted to access **the Canton Fair Websites** and use the Canton Fair Service.

So you cannot have access to the Canton Fair Websites and/or use the Canton Fair Services. If you continue to visit the Canton Fair Websites and/or use the Canton Fair Services in violation of the aforementioned requirements, you and/or your guardian shall be liable for all the subsequent consequences arising therefrom, and we reserve every right to take actions including but not limited to account cancellation, disconnection, etc., and makes a claim against you and/or your guardian.

- 1.4 We reserve the right to revise or update all or part of the Terms at any time (without any doubt, the content of the Terms certainly includes the Canton Fair Rules and the same below), and every revision or update will take effect when released. The revised Terms will be published on the Canton Fair Websites. Therefore, you shall regularly browse the Terms to check the relevant changes. Your continued access to the Canton Fair Websites and use of the Canton Fair Services mean that you accept and agree to the aforementioned changes. If you do not accept the foregoing changes of the Terms, you shall promptly stop accessing the Canton Fair Websites or using the Canton Fair Services.
- 1.5 Where we release or provide an English version of the Terms, you agree that the translation is provided only for convenience. If there exists any conflict, ambiguity or discrepancy between the Chinese version and the English version, the Chinese version shall prevail.
- 1.6 You may need to sign a separate agreement (hereinafter referred to as "additional agreement") with us or our affiliates for any service (or function in the service) (whether online or offline). If there exists any conflict or inconsistency between **the Terms** and the additional agreement, the additional agreement shall prevail merely in terms of this service (or function in this service).

### 2. Accounts and Services

- 2.1 Exhibitors
- 2.1.1 Exhibitors may use Easy Exhibitor ("Yi Jie Tong" in Chinese) accounts (hereinafter referred to "Main Account for Exhibitors") to access the Canton Fair Websites and

use **the Canton Fair Services**. Only exhibitors with existing accounts and passwords may log in to **the Canto Fair Websites**. Registration for new users is currently not available.

- 2.1.2 We will send a message with a verification code via the mobile phone number kept on file or newly filled in to verify your first login to **the Canton Fair Websites with the Main Account for Exhibitors.** Main Account for Exhibitors may create sub-account to maintain exhibit information and provide online consultation and other services to buyers. However, the sub-account management is limited to the **Main Account for Exhibitors.** 2.2 Overseas Buyers
- 2.2.1 Overseas buyers may log in to **the Canton Fair Websites** through their newly registered, existing accounts or third-party social media accounts (related information shall be provided as required).
- 2.2.2 After registration and login, overseas buyers may click "My Account" at the bottom right of the page to obtain information of the enterprises they have followed, negotiated with, or reserved, sourcing demand they have posted, the electronic Buyer Pass to the Canton Fair, and scores.
- 2.2.3 Before login, overseas buyers are only allowed to browse the homepage of the Canton Fair Website, some of exhibits and live-streaming of some exhibitors. After login, they can watch more exhibits and live-streaming, post sourcing demand, contact with exhibitors and schedule online negotiations.
- 2.2.4 Overseas VIP buyers enjoy a VIP service center, exclusive accounts and 24-hour AI response service.
- 2.3 Domestic Buyers
- 2.3.1 Domestic buyers may register individual accounts by filling in a mobile phone number, or enterprise accounts by submitting such information as mobile phone numbers, business licenses and identity cards for legal representatives of enterprises. If information regarding individual identity cards as well as business cards has been provided, domestic buyers are allowed to associate their individual accounts with corresponding enterprise ones.
- 2.3.2 Domestic buyers holding individual accounts without association with corresponding enterprise ones are permitted to:
- 2.3.2.1 watch exhibit display and live streaming;
- 2.3.2.2 use virtual exhibition venues;
- 2.3.2.3 search exhibitors and exhibits on the Canton Fair Websites
- 2.3.2.4 choose language subtitles for live streaming.
- 2.3.3 Domestic buyers holding enterprise accounts or individual accounts associated with corresponding enterprise ones are permitted to:
- 2.3.3.1 communicate with exhibitors during live streaming;
- 2.3.3.2 conduct inquiries and negotiations by using such tools as instant messaging, texting, e-mails, third-party videos and social medias;
- 2.3.3.3 use the supplier-buyer matching function to accurately locate exhibits in accordance with purchasing demands;

- 2.3.3.4 obtain integrity labels (labels for enterprise accounts will contain information of their industry, business scope and regions according to their registration information while labels for individual accounts will contain their enterprise information);
- 2.3.3.5 check inquiry and negotiation history (the Canton Fair Websites will automatically record buyers' digital footprint of browsing pages for exhibitors. Buyers can mark its contemplated exhibitors and form a list.);
- 2.3.3.6 follow live streaming rooms of enterprises (buyers may follow live streaming of exhibitors and obtain latest information flow.);
- 2.3.3.7 receive messages for important activities (buyers may mark important activities and receive reminders fed by **the Canton Fair Websites** according to the schedule).
- 2.4 After you apply for a registered account, we will review your registration information and may reject your registration application for any reason, restrict or block accounts that have not passed the review. We own the right to independently judge and decide whether to pass the review and do not need to explain to you.
- 2.5 When registering, using and managing accounts, you hereby warrant the authenticity, legality, accuracy and completeness of information you provide when registering your account. In accordance with applicable laws and regulations of the PRC, to get access to parts of functions offered by the Canton Fair, you shall fill in real identity information. Please complete real-name verification pursuant to relevant laws and regulations and remember to update the information above in a timely manner. If we find or we have reason to suspect that the materials and information you provide are inaccurate, untrue, illegal, inaccurate, or incomplete, we are entitled to refuse your application or immediately reject to provide you with the related services and you may further not be able to use **the Canton Fair Services** or some functions may be restricted during use.
- 2.6 You warrant that you are not subject to any trade restriction, sanction or other regulatory or legal restrictions imposed by any country, region or international organization. Otherwise, you may not register or use the Canton Fair Services normally.

  2.7 You can only obtain the right to use the relevant accounts and shall neither transfer, rent, lend or other authorize any third party to use the account. In the event of finding or holding solid ground in suspecting that the current user of the account is not the initial applicant, we reserve the right to suspend or terminate our services for reasons of security and even permanently close the account when necessary.
- 2.8 You shall be held responsible to carefully keep your registration accounts and passwords safe and confidential, and meanwhile assume full legal liabilities for any activity in the name of the registered accounts. You shall pay close attention to the confidentiality of your accounts. In no event shall you disclose your account and password information to others. When you find there exists an unauthorized third party using your account or there are other security loopholes, you shall promptly notify us to change the password. If we have solid ground suspecting that your password becomes known to an unauthorized third party or possible abuse of your account may occur, we reserve the right to block your account or take other measures necessary for the purpose of security until the situation has been clarified. We shall not undertake liability for any loss or damage arising out of or in connection with any activity

carried out by any unauthorized person or data leakage of the user's account information that is not attribute to us.

- 2.9 You understand and agree that the **Canton Fair Services** are provided under the circumstance of current technology and conditions. We will try our best to provide services to ensure the security and continuity of our services. You understand and agree that we cannot anticipate and prevent legal, technical and other risks at all times and at any time, including but not limited to service interruption, failure to access the Canton Fair Websites and/or failure to use the Canton Fair Services and other losses or risks caused by force majeure, network reasons, third-party service defects, third-party websites.
- 2.10 You understand and agree that for the needs of maintaining the overall normal service operation of the Canton Fair Websites and operation security of platforms, we reserve the right to decide the setting and scope of our services or functions, modify, interrupt or terminate all or parts of the Canton Fair Services at any time.

#### 3. Information Protection

- **3.1** You shall understand and agree that we will collect, use, store, share, transfer, public disclose and protect your personal information, including but not limited to your name, mobile phone number, e-mail address, ID number, passport number and other information defined by GB/T 35273-2020, strictly in accordance with the Privacy Policy released by us. Please carefully read the Privacy Policy.
- 3.2 You understand and agree that we reserve the right to collect and analyze non-personal information through **the Canton Fair Websites** or **the Canton Fair Services**, including but not limited to data regarding enterprises, live streaming programs, data on negotiation platforms. We may obtain such data form third parties and conduct statistical analysis on the information so collected directly or indirectly. Results of the foregoing analysis will be applied to optimize product display and live streaming effects, realize smart information feeding, conduct follow-up researches or to serve for reasonable commercial use. If requested by relevant laws and regulations, certain legal procedures, mandatory requirements imposed by governmental organs or urgent needs for providing services, we will disclose the aforementioned information or share them with the relevant third parties.

# 4. Third-party Websites and Application

The Canton Fair Websites may include hyperlinks directing to external websites and applications, software and services provided by the third party. You shall read carefully the terms of use, privacy policies and other rules of such third party websites and independently and prudently decide whether to accept their rules, access and/use such third-party websites, applications, software or services. We do not assume any liability for the authenticity, legality or security (including data leakage, etc.) of third-party websites, applications, software, or services and we have no connection with such hyperlinks or websites, nor do we represent such hyperlinks or websites. Any dispute, loss or damage arising out of or in connection with applications, software or relevant services shall be settled by and between you and the third party, for

which we shall not be liable to you or any third party for this. There may arise certain risks in your transactions with counter-parties through third-party tools, but we are not held responsible for the losses engendered by such transactions.

#### 5. Rules on Users' Behaviors

### 5.1 General Rules

You agree to comply with all applicable laws, regulations and **the Terms** and undertake full liabilities for your own activities when accessing **the Canton Fair Websites** and/or using **the Canton Fair Services**. No user shall engage in the following activities:

- 5.1.1 Impersonating any person or entity, or fabricating or misrepresenting one's relationship with any person or entity in an expressive or implied manner;
- 5.1.2 Engaging in activities endangering cyber security, including illegally intruding others' networks, interfering with the normal functions of others' networks and stealing cyber data;
- 5.1.3 Providing programs or tools specifically used for activities endangering cyber security, such as network intrusions, interference with the normal functions and protective measures of the network:
- 5.1.4 Intentionally providing technical support, advertising promotion, payment and settlement services or other types of assistance to those individual or organization engaging in activities jeopardizing cyber security;
- 5.1.5 Using any plug-in, add-on, system, or third-party tool that is not authorized or licensed by us to control, interfere with, disrupt, modify, or exert any other influence on the normal operation of **the Canton Fair Websites** and **the Canton Fair Services**;
- 5.1.6 Making unauthorized access to data, servers or accounts;
- 5.1.7 Deleting, ing or adding to the data or applications stored, processed or transmitted in a computer information network without prior approval;
- 5.1.8 Producing and spreading computer viruses or other disruptive programs;
- 5.1.9 Violating laws, regulations, policies, normative documents, **the Terms** or infringing upon the legitimate rights and interests of others.
- 5.2 Exhibits Posting Policy

Exhibitors shall comply with applicable laws and Exhibits Posting Policy released by us when posting their exhibits on the Canton Fair Websites. Exhibitors shall carefully read our Exhibits Posting Policy.

5.3 Information Display Policies

You agree that all information you produce, reproduce, disseminate or broadcast shall be kept compliant with applicable laws and **the Terms**. You hereby agree and promise not to produce, reproduce, disseminate or broadcast information with content that:

- 5.3.1 opposes the fundamental principles determined in the Constitution;
- 5.3.2 compromises state security, divulges state secrets, subverts state power or damages national unity;
- 5.3.3 harms the dignity or interests of the sovereign state;
- 5.3.4 incites ethnic hatred or racial discrimination or damages inter-ethnic unity;
- 5.3.5 sabotages state religious policies or propagates heretical religions or feudal superstitions;
- 5.3.6 disseminates rumors, disturbs social order or disrupts social stability;

- 5.3.7 propagates obscenity, pornography, gambling, violence, murder or fear or incites the commission of crimes;
- 5.3.8 insults or slanders others or infringes upon the lawful rights and interest of others;
- 5.3.9 distorts, vilifies, desecrates or negates the deeds or spirit of any heroes and martyrs; damage the names, portraits, fame or honors of heroes and martyrs in an insulting or defamatory way;
- 5.3.10 advocates terrorism and extremism, instigates terrorist and extremist activities;
- 5.3.11 undermines the reputation of national organs;
- 5.3.12 promotes any counterfeit product or service, including but not limited to commodities infringing on intellectual property rights, products against national or industrial standards or false services;
- 5.3.13 violates applicable laws, policies and public orders, interfere with normal operation of **the Canton Fair Websites** or infringes upon the legitimate rights and interests of other users or third parties;
- 5.3.14 directly or indirectly contains links to other independent third-party Websites including any information that may violate the applicable laws and regulations and/or **the Terms**:
- 5.3.15 displays or posts materials regarding other exhibitions, specialized wholesale markets or e-commerce websites providing sellers with registration and third-party transaction matching platforms on **the Canton Fair Websites** in any form;
- 5.3.16 conducts any kind of publicity activities for other exhibitions, professional wholesale markets or e-commerce platforms on **the Canton Fair Websites**.
- 5.4 Information Use Policies
- Any User shall not, without our prior written consent, engage in or authorize, allow, or assist any third party in conducting the following acts regarding the information and contents (including but not limited to exhibitors' information, exhibits information, buyers' information and statistics etc.) of **the Canton Fair Websites** and **the Canton Fair Services:**
- 5.4.1 reproducing, downloading, reading, compiling, and applying the information and the contents of **the Canton Fair Websites** and **the Canton Fair Services** for commercial purposes, including but not limited to propagation, increasing readership and adding web views:
- 5.4.2 editing, organizing and arranging information and contents of **the Canton Fair Websites** and **the Canton Fair Services** and subsequently display them in channels other than the source pages of **the Canton Fair Websites** and Canton Fair Services; 5.4.3 using any form of identification methods, including but not limited to special identifiers or codes, to exert or assist a third party to exert such negative impacts on **the Canton Fair Websites** and **the Canton Fair Services** as directing, transferring or hijacking their traffic and readership;
- 5.4.4 directly or indirectly misappropriating such information as videos and graphics posted on **the Canton Fair Websites** or within **the Canton Fair Services** in any form, including but not limited to theft chain, redundancy theft, illegal crawling, data crawler, mock download, deep-linking and fake registration or, delete or change relevant electronic

rights management in any form, including but not limited to hiding or modifying domain names, specific markers of platforms and User names;

5.4.5 other acts of illegally obtaining information and content of **the Canton Fair Websites** and **the Canton Fair Services**;

5.5 Using specifications for live-streaming

If you need to live-stream on the Canton Fair Websites, you shall read carefully and comply with the published Terms for Live-streaming Services on Online Platforms of the Canton Fair. In addition, you shall also comply with the laws and regulations applicable to selling goods or providing services through live-streaming (including but not limited to Law of the PRC on E-commerce, Law of the PRC on the Protection of Consumer Rights and Interests, Law of the PRC on Product Quality, Provisions of the PRC on the Administration of Internet Live-streaming Services, Administrative Measures for Online Live-streaming Marketing (Trial), Guiding Opinions of the State Administration for Market Regulation on Strengthening the Supervision of Online Live-streaming Marketing Activities, etc. 5.6 Advertisement

- 5.6.1 When using the services of promotion provided by **the Canton Fair Websites**, exhibitors shall keep compliant with Law of the PRC on Advertising, Law of the PRC on Anti-unfair Competition, Law of the PRC on E-commerce, Administrative Measures for Online Live-stream Marketing (for Trial Implementation), Guiding Opinions of the State Administration for Market Regulation on Strengthening the Supervision of Online Live-stream Marketing Activities and the stipulations in other applicable laws and regulations.
- 5.6.2 Any advertisement shall not involve any of the following circumstances:
- 5.6.2.1 using or using in disguised form the National Flag, the National Anthem or the National Emblem, or the Army Flag, the Army Anthem or the Army Emblem of the PRC; 5.6.2.2 using or using in disguised form the names or images of state organs or their functionaries:
- 5.6.2.3 using "state-level", "the highest-grade", "the best" or other similar words;
- 5.6.2.4 damaging the dignity or interest of the State, or revealing state secrets;
- 5.6.2.5 hampering social stability or damaging social public interest;
- 5.6.2.6 damaging personal or property safety, or revealing personal privacy;
- 5.6.2.7 hampering the social public order or going against good social practice;
- 5.6.2.8 containing any information suggesting obscenity, pornography, gambling, superstitious, terror or violence;
- 5.6.2.9 containing any information of ethnic, racial, religious or sexual discrimination;
- 5.6.2.10 hindering the protection of environment, natural resources or cultural heritages; or
- 5.6.2.11 falling in other circumstances as prohibited under laws and regulations.
- 5.6.3 Advertisements for medical treatment, pharmaceuticals, medical devices, agricultural pesticides, veterinary medicines and healthcare food, and other advertisements required to be reviewed by laws and administrative regulations shall be reviewed by the relevant authorities before they are published. No such advertisement shall be published without being reviewed.

5.6.4 Buyers understand and agree that we may feed you relevant information regarding Exhibitors, advertisement release or brand promotion when you visit **the Canton Fair Websites** and/or use Canton Fair Services.

5.6.5 Buyers shall independently judge the authenticity, legality and reliability of the advertisement or promotional information and be independently responsible for the own judgment. Unless otherwise stated in law, we take no liability for any consultation or transaction brought by such advertising or promotional information or any loss or damage caused by the foregoing.

# 6. Intellectual Property

- 6.1 When you access the Canton Fair Websites and/or use the Canton Fair Services, please carefully read and accept to be bound by our Copyright Statement.
- 6.2 We legally own or have been legally licensed to intellectual property rights of the contents of the Canton Fair Websites and the Canton Fair Services, including but not limited to software, technology, programs, web pages, text, pictures, images, audio, video, charts, page layout, and electronic documents. Nobody is, without our permission, entitled to access the Canton Fair Websites and use the Canton Fair Services in any form, including but not limited to using any robot, spider or other automatic device to monitor, copying, disseminating, displaying, mirroring, uploading, and downloading the contents of the Canton Fair Websites.
- 6.3 In no instance are you permitted to use our trademarks, service marks, trade names, domain names, website names or other prominent brand features (hereinafter collectively referred to as "Canton Fair logos"), including but not limited to "CANTON FAIR SINCE 1957", "CHINA IMPORT AND EXPORT FAIR SINCE 1957", "CHINA FOREIGN TRADE CENTRE GROUP, Ltd.", "CFTC", "CFCS", "CANTON FAIR", "www.cantonfair.org". Without prior written consent, you are not entitled to display, use or apply for trademark or domain name registration for the Canton Fair logos in any way, alone or in combination, nor to act expressly or implicitly showing others that you are entitled to display, use, or otherwise be entitled to handle these logos. You shall assume all legal liability where losses to CFTC or others are caused by your use of the aforementioned Canton Fair logos in violation of the laws and regulations or the Terms.
- 6.4 You understand and undertake that, when using the Canton Fair Websites and/or the Canton Fair Services, the contents you uploaded/posted, including but not limited to texts, pictures, videos, audio, live programs and all their components, namely, music, sounds, lines, visual designs and dialogue, have been created by yourself or have been legally authorized. The intellectual property rights of any content uploaded/posted or published by you through the Canton Fair Websites and the Canton

Fair Services belong to you or the original copyright owner.

6.5 You understand and agree to grant **CFTC** and its affiliates, worldwide, free, non-exclusive, irrevocable, and sub-licensable (through multiple levels) right (including but not limited to rights to reproduce, translate, assemble, transmit through information network, adopt, make derivative product, perform and exhibit) for the contents (including but not limited to texts, pictures, videos, audio, live programs and all their components, namely, music, sounds, lines, visual designs, dialogues) that you post, upload and

transmit through the Canton Fair Websites and the Canton Fair Services. The scope of use of the above rights includes but is not limited to use on current or other websites, applications or terminal devices, etc. You hereby confirm and agree that the granting of the above rights includes the right and permission for us or a third party authorized by us to use and otherwise develop the content (in whole or in part) in any promotion, advertisement, marketing and/or research in relation to the content, the Canton Fair Websites and the Canton Fair Services. You understand and agree that, to avoid any doubt, the granting of the above rights includes the right and permission to use, copy and display personal images, portraits, personal names, trademarks, service marks, brands, names, logos and company logos and any other brands, marketing or promotional materials that you own or are permitted to use and embed in the contents. 6.6 We set up a channel for complaints against infringement of intellectual property rights. If your intellectual property rights have been infringed by other exhibitors when accessing the Canton Fair Websites and/or using the Canton Fair Services, you can initiate a claim in accordance with the procedures of dispute resolution for complaints against infringement of intellectual property rights during the Canton Fair.

# 7. Default and Liabilities

7.1 We have the right to carry out information release review and real-time inspections at any time, and to prompt the content that we deem necessary to remind in a prominent manner in the network window. If you commit any default, we reserve the right to decide at our sole discretion and take measures based on the situation, including but not limited to warning, service suspending, relevant content deleting, functions restriction and service termination and account closing, as a result of which you cannot use your account and Canton Fair Services, and we shall not bear any liability. We are entitled to announce how your default is handled within a reasonable scope and have the right to decide whether to resume the use of the relevant accounts according to the actual situation. We reserve the right to keep the records of suspected crimes and violations of applicable laws, inform relevant authorities, cooperate with the investigations organized by the authorities, and report to the police when necessary. We are entitled to not resume the removed contents. 7.2 You shall handle and assume full legal liabilities for any complaint, lawsuit, or claim from a third party arising from your breach of the Terms. You shall indemnify us and/or our affiliates in full against any and all losses and civil penalties that may arise out of your default.

### 8. Disclaimers

8.1 Please read carefully the Disclaimer Statement we have released before your access to the Canton Fair Websites and/or use of the Canton Fair Services. We take no legal liability in any form for such matters thereunder.

# 9. Applicable Laws and Dispute Resolution

**9.1 The Terms** shall be governed by and construed in accordance with laws of the PRC (for the purpose of **the Terms**, excluding Hong Kong SAR, Macao SAR and Taiwan). You agree that any dispute, particularly including any dispute as to the existence and the

validity of the Terms, claim or cause of action arising out of or in connection with **the Terms** or your use of **the Canton Fair Websites** and **the Canton Fair Services**, shall be settled through negotiation. If such negotiation comes to no avail, the parties shall submit the aforementioned disputes to the competent people's court in the area where **CFTC** is resided. The Terms shall be signed in Haizhu District, Guangzhou.

## 10. Miscellaneous

- 10.1 The headings hereafter are established for convenience only and shall not affect the interpretation of any term hereof.
- 10.2 We, the parties, are respectively independent persons. Under no circumstances does the Terms constitute any express or implied warranty or condition of the **CFTC** to the Users, nor does it constitute an agency, partnership, joint venture or employment relationship between you and the **CFTC**.
- 10.3 If any provision of **the Terms** is held to be void or unenforceable, the remainder of **the Terms** shall continue in full force and remain enforceable.