# **User Agreement**

#### 1. Introduction and special tips

**[Important]** You should read this agreement carefully before clicking and consenting to this agreement in the application registration process. Please be sure to read carefully and fully understand the terms and conditions, especially the terms of exemption or limitation of liability, legal application and dispute resolution clauses. Terms of exemption or limitation of liability will be underlined in bold; and you should focus on reading it. If you have any questions about the agreement, you can consult TL Mall customer service.

**[Signing]** When you fill in the information, read and agree to this agreement in accordance with the instructions on the registration page and complete all registration procedures, you are deemed that you have read, understood and accepted the entire content of this agreement and have reached an agreement with TL MALL to become an TL MALL "user". If you do not agree with this agreement or any of its terms during the reading of this agreement, you must immediately stop the process of registration.

**1.1** The content of this agreement includes the text of the agreement and all types of rules that have been published or may be released in the future. All rules are an integral part of this agreement and have the same legal effect as the body of the agreement. Unless other statement has been made, any services provided by its affiliates are subject to this Agreement.

**1.2** This Agreement and the additional terms, rules, etc. apply to your access and use of any services provided by TL MALL hereinafter referred to as "TL MALL ", "Company" or "we", including but not limited to the website https://www.tl-mall.com (hereinafter referred to as "TL MALL ", "company" or "we") and our mobile application and exchange services (collectively referred to as "the service"). The signing of other relevant agreements regarding the products offered on this website will not affect the entry into force of this clause.

**1.3** You should read the entire agreement carefully before registering, using the website, application, and TL MALL services. If you have any questions about the content of this agreement, you should consult the TL MALL in time. However, whether or not you actually read this agreement carefully before using the TL MALL services, as long as you use the TL MALL services, this agreement will bind you, and you will not claim the invalidity of this agreement or demand the cancellation of this agreement on the grounds that you have not read this agreement or have not received TL MALL 's answers to your questions.

**1.4** You are committed to accept and abide by the terms of this agreement. If you do not agree to the terms of this agreement, you should immediately stop registering/activating the program or stop using any of TL MALL 's services.

**1.5** TL MALL reserves the right to formulate and revise this Agreement and/or various rules from time to time in accordance with business needs, and to make announcements on the website publicity, without further notice. The changed agreements and rules will automatically take effect as soon as they are posted on the website. By continuing to use the TL MALL Service, you are accepting the revised Agreement and Rules.

## 2. <u>Registration and account</u>

#### 2.1 Registrant qualification

You acknowledge that when you complete the registration process or actually use the TL MALL Services in a manner permitted by other TL MALL s, you should be a natural person, legal person or other organization with full civil rights and full civil capacity. If you do not have the above qualifications, you and your guardian will bear all the consequences arising therefrom, and TL MALL reserves the right to cancel or permanently freeze your account and claim against you and your guardian.

If you use the Service on behalf of any organization, you represent and guarantee that (a) the organization is a legal institution that complies with local laws and regulations, and (b) you have the right to accept this agreement on behalf of that institution. If you violate this Agreement, the agency agrees to be responsible for your actions.

#### **2.2** Registration and account

**2.2.1** You are bound by this agreement when you fill in the information, read and agree to this agreement and complete all registration procedures as indicated on the registration page, or when you fill in the information, read and agree to this agreement and complete all activation procedures as indicated on the registration page, or when you actually use the TL MALL services in any other manner permitted by the TL MALL. You may enter the TL MALL using the email address you provided or confirmed or any other means permitted by the TL MALL as a login means. You must provide your real name, id card type, id card number, and other information required by laws and regulations for valid real-name authentication. If the information provided by you at the time of registration is inaccurate or is suspected of being fake, the TL MALL reserves the right to refuse to provide services to you or refuse to use the TL MALL products and services without providing any reason and without liability, and you will be liable for any direct or indirect losses and adverse consequences arising therefrom.

**2.2.2** TL MALL accounts can only be held and used by the account owners and the TL MALL reserves the right to freeze, stop, or cancel accounts that are not used by the TL MALL without undertaking any legal liability.

**2.2.3** Your registration and use of your TL MALL account should be in accordance with the legal requirements of your country of origin. If you do not comply the regulatory requirements, the relevant noncompliance will be the responsibility of TL MALL.

## 2.3 User information

**2.3.1** You should assure and guarantee that the information provided is true, accurate and effective. When the Platform has reasonable grounds to suspect that the information you provided is incorrect, untrue, outdated or unregulated, TL MALL has the right to send you a notice or request for correction, or for the benefit of the rest of users, the Platform has the right to directly make the process of deleting the corresponding materials, so far as to stop some or all of the TL MALL services for you. TL MALL will undertake no responsibility for this and you will be liable for any direct or indirect damages and detrimental consequences.

**2.3.2** For your benefit and the interests of all users, you should accurately fill out and update your contact information so that TL MALL or other users can easily contact you. If you can not be reached through those contact information, it causes your loss or increase in costs incurred during the service; the responsibility will be taken by you. You understand and agree that you are obligated to maintain the validity of the contact information you provide. If there is a change or need to be updated, you should follow the TL MALL requirements.

#### 2.4 Account security

**2.4.1** TL MALL will not ask for password from any user and will not allow the user to provide any account information to other parties. You are responsible for maintaining the confidentiality of your TL MALL login username, password, and for all behaviors (including but not limited to information disclosure, posting, online click consent or submission for rules agreements, online renewal agreements or purchase of services, etc.).

**2.4.2** You agree to: (a) notify TL MALL of any unauthorized use of your TL MALL account or any other breach of confidentiality; (b) ensure that you completely comply the website/ service procedure of security, verification, transaction, recharge, withdrawal mechanism; and (c) ensure that you leave the website/service by following the correct steps after. TL MALL cannot and will not be responsible for any loss that occurs as a result of your failure to comply with this paragraph. You understand that TL MALL takes reasonable time to take action on your request, and TL MALL is not responsible for the consequences (including but not limited to any loss) that you have incurred before taking action.

## 3. <u>TL MALL service usage specification</u>

**3.1** In the process of using the TL MALL service on TL MALL, you are committed to the following conventions:

**3.1.1** All acts implemented in the process of using TL MALL services comply with the national laws, regulations and other normative documents and the provisions and requirements of the TL MALL rules, do not violate the public interest or public morals, do not harm the legitimate rights and interests of others, do not steal Taxes and fees are not in violation of this Agreement and related rules. If you violate the foregoing commitments and have any legal consequences, you shall bear all legal liabilities in your own name and ensure that TL MALL is free from anylosses.

**3.1.2** In the course of dealing with other members, you abide by the principle of good faith, do not take unfair competition, do not disturb the normal order of online transactions, and do not engage in behaviors unrelated to online transactions.

**3.1.3** The commercial use of any data on TL MALL is not permitted, including but not limited to, the use of materials displayed on the TL MALL website in any manner other than reproduction, dissemination, etc. without the prior written consent of TL MALL. Do not use any device, software or routine intervention or attempt to interfere with the normal operation of TL MALL or any transactions or activities being conducted on TL MALL.

**3.1.4** You must not take any action that would result in an unreasonably large data load being imposed on TL MALL network devices. In the event of such behavior, the platform has the right to deal with it for the benefit of all users.

**3.1.5** You understand and agree that the TL MALL reserves the right to determine unilaterally whether or not you have violated any of these commitments and to treat or terminate the services provided to you in accordance with the applicable rules of such unilateral determination without your consent or prior notice. In order to maintain the order and security of the TL MALL, the TL MALL has the right to perform the operation of closing the corresponding trading order in the event that a malicious sale or purchase disturbs the normal trading order of the market.

**3.1.6** By the effective legal documents of the administrative and judicial agency of the state to confirm you have illegal behavior or tort, or TL MALL according to their own judgment, think your behavior suspected breach of the provisions of this agreement and/or rules or suspected breach of the provisions of the laws and regulations. TL MALL has the right publish you such alleged breach of contract on TL MALL and TL MALL has the measures taken to you. The TL MALL reserves the right to delete information posted by you on the TL MALL that is suspected of breaking the law or violating the legal rights of others or violating this agreement and/or rules without prior notice, and to impose penalties in accordance with the rules.

The TL MALL reserves the right to determine unilaterally the nature of your actions and whether it's deemed a breach of this agreement and/or rules and to impose penalties accordingly, including

actions that you do not carry out on the TL MALL but have already affected the TL MALL and its users. You should keep all the evidence related to your behavior and deal with the detrimental consequences of not being able to provide sufficient evidence. You will be liable in your own name for any damage caused to any third party by your alleged breach of the undertaking and will indemnify the TL MALL from any loss or extra costs arising therefrom. If you are suspected of breaching the relevant laws or provisions of this agreement, causing any loss to the TL MALL, or receiving any claim from any third party, or being punished by any administrative authority, you should indemnify the TL MALL for all losses and/or expenses incurred thereby, including but not limited to reasonable attorney fees.

#### 4. <u>Scope and limitation of responsibility</u>

**4.1** TL MALL makes no warranties, express or implied, including but not limited to, the suitability of the TL MALL Services, bugs or omissions, continuity, accuracy, reliability, and fitness for a particular purpose. Also, TL MALL does not make any commitment or guarantee for the validity, accuracy, correctness, reliability, quality, stability, completeness and timeliness of the technology and information involved in the TL MALL service.

**4.2** You understand that the information on TL MALL is user-published and may have risks and flaws. TL MALL is only used as a trading platform. TL MALL is only used as a place for you to obtain asset transaction information, identify trading objects, negotiate and conduct transactions on assets, but TL MALL cannot control the quality, security or legality of the assets involved in the transaction, and the authenticity or accuracy of the transaction information, and the ability of the parties to the transaction to fulfill their obligations under the transaction agreement. You should pay attention to determine the authenticity, legality and validity of the relevant information, and undertake the responsibility and loss arising therefrom.

**4.3** TL MALL has no obligation to pre-examine all users' information data, asset information, trading practices, and other transactions related matters, unless expressly required by law or regulation, or in the following circumstances:

**4.3.1** TL MALL has reasonable grounds to believe that certain members and specific transactions may have serious violations or defaults;

- TL MALL has reasonable grounds to believe that the user's actions at TL MALL are suspected of being illegal or improper. 3). The third party authorized by TL MALL or TL MALL or the third party you agree with TL MALL has the right to accept the dispute arising from your transaction with other members based on your irrevocable authorization, and has the right to unilaterally judge the facts related to the dispute and The applicable rules, and then the processing decisions, including but not limited to adjusting the transaction status of the relevant orders, instruct the third party payment company or customer service to pay all or part of the disputed payment to one or both parties to the transaction. This processing decision is binding on you. If you do not execute the processing decision within the limited time, TL MALL has the right (but not the obligation) to use the funds you have in your TL MALL account, or you deposit to TL MALL and its affiliates for the payment. You should promptly make up the deposit and make up for the losses of TL MALL and its affiliates. Otherwise, TL MALL and its affiliates have the right to directly weaken your rights under other contracts and have the right to continue to call to account.
- You understand and agree that the third party authorized by TL MALL or TL MALL or the third party
  you agree with TL MALL is not a judicial agency can only authenticate the evidence as a regular
  person, or a third party authorized by TL MALL or TL MALL or you agree with TL MALL. The third
  party's mediation of the dispute is entirely based on your irrevocable authorization, which cannot
  guarantee that the outcome of the dispute will meet your expectations and will not be responsible
  for the conclusion of the dispute.

**4.3.2** You understand and agree that TL MALL will not be liable for any damages resulting from any of the following circumstances, including but not limited to:

- Damages for loss of profits, goodwill, use, data, etc. or other intangible losses (whether TL MALL has been informed of such damages)
- For the regular maintenance of the equipment of information network, information network connection failure, computer, communications or other system failures, power failures, strikes, labor disputes, riots, insurrection, insufficient productivity and productive resources, fire, flood, storm, explosion, war, government behavior, the judicial administrative institution of the command or not caused by a third party not as service or responsibility for such delay.

## 5. <u>Service termination</u>

**5.1** You agree that TL MALL reserves the right, at its sole discretion, to suspend or terminate the partial or full TL MALL service for any reason without prior notice, to temporarily freeze or permanently freeze (deregister) your account's rights in TL MALL, and there is no need to do so. You or any third party assumes any responsibility, but TL MALL has the right to continue to save the transaction data, records and other information related to the account and to apply and use the information.

TL MALL reserves the right to terminate this Agreement directly by invalidate the account in the following cases, and has the right to permanently freeze (deregister) your account's rights in TL MALL and the TL MALL username corresponding to the account:

**5.1.1** After TL MALL terminates the service to you, you are suspected of being registered as an TL MALL user directly or indirectly or in the name of another person;

**5.1.2** You provide email contact information such as does not exist or cannot receive email or information, and there is no other way to communicate with you, or other contact TL MALL to inform you change the email and other contact information, and you within three working days after TL MALL notice has not been changed to valid email address and contact information;

**5.1.3** The main contents of the user information provided by you are not true or inaccurate or not timely or incomplete; When this agreement (including rules) is changed, you express and notify the TL MALL that you do not want to accept the new service agreement; Other circumstances in which the TL MALL considers that the service should be terminated;

**5.1.4** The TL MALL has no obligation to retain or disclose to you any information in your account or forward to you or third parties any information that you have not read or sent after your account service has been terminated or your account has been permanently frozen (deactivated).

**5.2** You agree that TL MALL will still have the following rights after your contractual relationship with TL MALL is terminated:

**5.2.1** Continue to store your user information and all transaction information during the period of your use of the TL MALL service;

**5.2.2** If you are in breach of this Agreement and/or the rules during the use of the TL MALL Service, TL MALL can still claim rights against you under this Agreement;

**5.2.3** After TL MALL suspends or terminates the provision of TL MALL services to you, the following principles should be applied to the transaction before the termination of the service, and you should be solely responsible for and should be solely responsible for any disputes, losses or increased costs arising from the following processing. And you should ensure that TL MALL is free from any loss or any expense;

## 6. <u>Privacy policy and information collection</u>

TL MALL attaches great importance to the protection of your personal privacy and we will collect, use, share and protect your personal information in accordance with this Privacy Policy ("This Policy"). Before you use TL MALL products and services, please read and fully understand this policy. By browsing, accessing the TL MALL Platform and/or using any of TL MALL 's products or services, you consent to the collection, use, sharing and protection of your personal information in accordance with this Policy.

**6.1** We collect, use, share and protect your personal information for the purpose of providing TL MALL products and services and continuously improving the quality of our products and services, including but not limited to support, in compliance with the laws and regulations of the countries in which we operate. We conduct marketing activities related to TL MALL products and services, improve existing product and service functions, and develop new products or services. You authorize us to collect and store your personal information below:

- Identification information, including but not limited to your name, identification, contact address, phone number, biometric information;
- Platform operation information, including but not limited to your IP address, device model, device identifier, operating system version information;
- Payment information, including but not limited to your payment time, payment amount, payment instrument, account and other information;
- Personal credit information, including but not limited to any credit status, credit scores, credit report information about you;
- Other personal information collected in accordance with the needs of our specific products and services, including but not limited to your opinions, suggestions, mobile applications you have used or used frequently, and usage scenarios and uses. Habits and other information.

**6.2** Protecting user privacy is a basic policy of the company. TL MALL will not share or transfer your personal information to any third party without your prior consent, except in the following cases:

- Obtain your explicit consent or authorization in advance;
- The personal information collected is disclosed to the public by yourself;

- The personal information collected is collected from legally publicly disclosed information, such as legal news reports and government information disclosure channels;
- Shared with affiliates of TL MALL, we will only share the necessary user information and will be bound by the purposes stated in this Privacy Policy;
- Provided according to the laws and regulations applicable to the country, the requirements of legal procedures, the requirements of the administrative organ or the judicial authority;
- In the case of mergers and acquisitions, TL MALL will require the recipient of personal information to continue to be bound by this policy if it involves the transfer of personal information;
- We have reason to believe that if you violate one (some) of this Agreement and cause damage to TL MALL or a third party.

**6.3** Without revealing the privacy data of individual users, the company has the right to analyze the entire user database and make commercial use of the user database within the legal scope.