

Terms & Conditions

1. **Definitions:** In these Terms of Services:

"World Trade Fair" or "WTF" means World Trade Fair Limited;

"User" means users of the Website comprising customers/exhibitor and Visitors;

"Registered Visitor" means any User of the Website who is not a customer, but has been offered "Registered Visitor" status by World Trade Fair Limited or completed a registration form as required by World Trade Fair Limited, and is approved by World Trade Fair Limited to access permitted parts of the Website;

"Unregistered Visitor" means any User of the Website who is not a customer or a Registered Visitor and who can access part of the Website;

"Visitor" means Registered Visitors and Unregistered Visitors;

"Website" means ExportsToChina.com, including but not limited to the information and services provided by ExportsToChina.com

2. **Acceptance of Terms:** These Terms of Services constitute a valid and binding agreement between World Trade Fair Limited and the User relating to the User's use of the Website. By accessing the Website or clicking on the "Accept" button or similar buttons or links as may be designated by World Trade Fair Limited, the User accepts these Terms of Services as binding upon it and its use of the Website.

3. **Visitors:** Registered Visitors may access those parts of the Website and use those services which (in WTF's discretion) are made available to Registered Visitors in addition to Customers. Unregistered Visitors may access only those parts of the Website and use only those Services which (in WTF's discretion) are not restricted to Customers and/or Registered Visitors. Visitors shall not access, or attempt to access, non-public parts of the Website.

4. **Modifications to Terms of Services:** World Trade Fair may change these Terms of Services (or the terms of service for one or more classes of User) from time to time without individual notice to and consent of the User. The User can review the most current version of the Terms of Services at any time at: www.ExportsToChina.com. If the User does not agree to any changes, the User must return a formal written notification either by

fax or conventional post to World Trade Fair to terminate the User's uses of the Service at that time. Otherwise the changes will be deemed as accepted by the User upon continued use of the Website. User's continued use of the Service affirms on each occasion of use: (1) acknowledgment by User of the Terms of Services and its modifications; and (2) agreement by User to abide and be bound by the Terms of Services and its modifications.

5. **User's Conduct:** User's use of the Website is subject to all applicable, local, state, national and international laws and regulations. User agrees to comply with Hong Kong law regarding the transmission of technical data exported from Hong Kong through the Website; not to use the Website for illegal purposes; not to interfere to disrupt networks connected to the Website; and to comply with all regulations, policies and procedures of networks connected to the Website. The Website makes use of the Internet to send and receive certain messages; therefore, User's conduct is subject to Internet regulations, policies and procedures. User agrees not to transmit through the Website any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. User further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. Attempts to gain unauthorised access to any computer systems related to or supporting the Website are prohibited. Each customer or visitor is solely responsible for the contents of his or her listing through the Service. World Trade Fair may, at its sole discretion, immediately terminate the Services or access to any part of the Website for a Customer or Visitor should their conduct fail to conform to the terms listed in these Terms of Services. Where Users collaborate with each other as a result of use of the Website, they do so as independent contracting parties and the User acknowledges that World Trade Fair Limited will not in any way be construed as a party to such collaboration nor be liable or responsible in any way for the dealings of such collaboration or the parties to such collaboration.

6. **Disclaimer of Warranties:** (A) USER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT USER'S SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. (B) WORLD TRADE FAIR LIMITED EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. (C) WORLD TRADE FAIR LIMITED MAKES NO WARRANTY THAT THE SERVICE WILL MEET USER'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES WORLD TRADE FAIR LIMITED MAKES ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE

USE OF ANY SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. (D) USER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA POSTED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS RECEIVED AT USER'S OWN DISCRETION AND RISK AND THAT USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO USER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE POSTING OR DOWNLOAD OF SUCH MATERIAL AND/ OR DATA. (E) WORLD TRADE FAIR LIMITED MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICE FROM A MEMBER OR WORLD TRADE FAIR LIMITED OR ANY DEALINGS ENTERED INTO THROUGH THE SERVICE. (F) WORLD TRADE FAIR LIMITED HAS NO LIABILITY WHATSOEVER FOR ANY REPRESENTATION, WARRANTY OR UNDERTAKING MADE BY ANY CUSTOMER OR VISITOR IN DEALINGS WITH ANOTHER CUSTOMER OR VISITOR. (G) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM WORLD TRADE FAIR LIMITED OR THROUGH THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

7. **Limitation of Liability:** (A) World Trade Fair Limited will not be liable for any delays in delivery and/or non-delivery of materials, services and/or data in the event of an act of God, action by any government entity, transportation, strike, network difficulties, electronic malfunction, etc. related to the Website howsoever arising. (B) World Trade Fair Limited does not represent or warrant that the Website will meet the objectives or needs of the User. (C) In no event will World Trade Fair Limited be liable for any failure, disruption, downtime, interruption, delay, inaccuracy or any other nonperformance related to the Website. (D) UNDER NO CIRCUMSTANCES WILL WORLD TRADE FAIR LIMITED BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, EXEMPLARY OR PUNATIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE USER'S ACCESS TO, OR USE OF THE WEBSITE, RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICES OR THE WEBSITE, FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE OR THE WEBSITE, OR RESULTING FROM UNAUTHORISED ACCESS TO OR ALTERATION OF USER'S TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF WORLD TRADE FAIR LIMITED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In the event that this exclusion of liability is held by a court of competent jurisdiction to be unlawful but that liability may be lawfully limited, World Trade Fair's aggregate total liability to any User for all such damages and losses shall be limited to the greater of the

subscription fees paid by the User suffering loss during the 12 months preceding the event giving rise to liability and US\$100.

8. **Proprietary Rights:** The use of the Website by User remains within World Trade Fair's exclusive proprietary control. World Trade Fair or the Website's content providers own or licence all intellectual property rights to any and all protectable components of the Website and its contents. User may not copy, modify, adapt, reproduce, translate, distribute, reverse engineer, de-compile or disassemble any aspect of the Website and its contents in any format without the prior written permission from World Trade Fair or the content providers.
9. **Indemnification:** User agrees to indemnify and hold World Trade Fair Limited, its parents, subsidiaries, affiliates, directors, officers and employees, harmless from any and all liability, damages, losses, claims (including reasonable legal fees) made by any third party due to or arising out of User's use of the Website, or the infringement by User, or other user of the Website using User's computer, or any intellectual property or other right of any person or entity. In addition, each Member and Visitor agrees to indemnify and hold World Trade Fair Limited, its parent, subsidiaries, affiliates, directors, officers and employees harmless from any and all liabilities, damages, losses, claims (including reasonable legal fees) made by any Customer and Visitor or third party as a result of any Dealings between them, directly or indirectly through use of the Website.
10. **Legal Expenses:** The User agrees to bear all legal expenses that may be incurred by World Trade Fair Limited for the recovery of all overdue billings, charges and damages for breach of this agreement by the User.
11. **Links to third party sites:** The linked sites in the Website are not under the control of World Trade Fair Limited and World Trade Fair Limited is not responsible for the contents of any linked site or any link contained in a linked site.
12. **Suspension of Service:** In the event of default by Customer in payment, World Trade Fair Limited reserves the right to suspend all Services and access until balance brought current.
13. **Conflicting Terms:** No condition which conflicts with these conditions is binding on World Trade Fair Limited or the User unless it is in writing and signed by or on behalf of both parties.
14. **Governing Law:** Each User agrees that the agreement between the User and World Trade Fair Limited constituted in these Terms of Services, and the User's use of the Website, and

any dispute arising in any way in relation to the Website, will be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China.

15. **English Language Version to Prevail:** These Terms of Services may be published in English and Chinese language versions. In the event of any inconsistency or discrepancy between the same, the English language version shall prevail. The Chinese language version shall not be translated into English for the purposes of comparison or as an explanation of the English language version.