

# Logwing User Agreement

**Agreement Ref No.: F20190001**

Logwing User Agreement (Hereinafter referred to as 'this Agreement') is a contract between you and Logwing platform (Hereinafter referred to as 'this Platform') for services and other related matters. Please read this Agreement carefully. After you click the button 'I have read and accepted Logwing User Agreement', this Agreement will constitute a binding legal document for both parties.

## 1. Confirmation and acceptance of the contract parties and the Agreement

- 1.1 This Agreement shall be signed by this Platform Party and the user (hereinafter referred to as "User") who log on to the Platform Website (including [www.logwing.com](http://www.logwing.com), [www.booking001.com](http://www.booking001.com) and related domain names, as well as the websites operated by the Platform Party to provide services under this Agreement) and use the Shipping Internet Electronic Commerce Services (hereinafter referred to as "the Platform Services") on this Platform.
- 1.2 The content of this Agreement includes the text of the Agreement, annexes and all the published or possible future publication of the Platform Service rules, service price list, legal declarations and other documents. The above documents are an integral part of this Agreement and have the same legal effect as the Agreement.
- 1.3 When the User clicks on 'I have read and accepted the Agreement' or uses the Platform Services, this Agreement will come into effect. The User shall abide by the agreement of this Agreement and the Legal Statement in the subsequent use of services. Disputes, complaints and dispute resolution related to the Platform Services shall be subject to this Agreement.
- 1.4 This Platform is only a provider of Internet e-commerce platform. It does not involve legal relations and disputes between users due to business and operation. It cannot and will not control whether users of the platform can fulfill their obligations of 'original agreement' (including contracts, agreements, legally binding written documents, oral agreements, etc.).

## 2. Renew and modification of the Agreement

- 2.1 The platform has the right to formulate and modify this Agreement and related declarations according to business needs, and to update them through platform publication. If there is any amendment to the relevant content, the platform will publish announcements on its website, and no longer notify users separately. The revised content will take effect on the date of publication or on the date of publication specified separately. If the user does not agree with the amendment, please stop using this service immediately. Otherwise, it will be deemed to have accepted the revised content. When disputes arise with this platform, the latest revised content shall prevail. Any new content that enlarges the scope of service or enhances its functions shall be subject to this agreement, unless otherwise explicitly stated.
- 2.2 Users should review the terms of this Agreement and the policies and guidelines incorporated therein by reference to understand the terms and conditions applicable to the use of this Platform.

### 3. User Registration and Account Management

- 3.1 User who enters into this Agreement with this Platform shall be legal person or other organization established or existing according to the laws of the People's Republic of China or the relevant laws of the user's area.
- 3.2 User should provide registration information in good faith by themselves. User should ensure that the registration information provided by them is true, accurate, complete, legal and effective. If the registration information of user changes, it should be updated in time.
- 3.3 User may set up nickname for account, but the nickname set by user shall not infringe or be suspected of infringing on the legitimate rights and interests of others. If the nickname set by the user is suspected of infringing on the legitimate rights and interests of others, the platform has the right to terminate the provision of services to user who violate the rules and cancel the relevant account. After the account is cancelled, the corresponding nickname will be opened to other authorized user for registration and use.
- 3.4 After successful registration, account information such as username and password will be generated. User has the responsibility to modify the password immediately, and regularly modify the password to ensure security in future use. User should carefully and reasonably preserve and use their usernames and passwords, and take responsibility and risks for all activities based on account names (including but not limited to information disclosure, publishing information, online click agreement, business operations or submission of various rule agreements or purchase of services). User should not use and manage the account registered in this platform for other third parties. If user find any illegal use of user account or security vulnerabilities, please inform this Platform immediately and report to the police office.
- 3.5 User agrees that the Platform has the right to send service status information, order information, promotional activities and other information to user through mail, short message, telephone, software client-side, etc.
- 3.6 User makes sure that they leave the site at the end of each online session in the right steps. This Platform cannot and will not be responsible for any loss or damage caused by user's failure to comply with the provisions of this paragraph.
- 3.7 In order to enable user to use the services under this platform smoothly, user should sign relevant operational agreements or agreements with other related users involved in relevant services, such as shipping companies, freight forwarders, shipping agents, wharfs, yards and trailers. If the user fails to comply with the afore-mentioned agreement and refuses to cooperate with other related users who fail to use the relevant services of this platform, the user shall negotiate and resolve the problem on his own. Whether user uses this platform to establish business contacts with affiliated users or log on to other third-party platforms through this platform, this platform only provides users with login convenience, without hindering the establishment of responsibilities, rights and interests between users and other affiliated users and service providers.
- 3.8 User's username, nickname and password shall not be transferred, donated or inherited in any way except for property rights and interests related to accounts, unless there are legal provisions or judicial decisions and with the consent of this Platform.

### 4. Termination of Agreement

- 4.1 Except as otherwise stipulated in this Agreement, during the validity period of the service, if either party needs to terminate or terminate the service in advance, it shall notify the other party in writing 30 days in

advance, and this Agreement shall not be terminated until all obligations under this Agreement have been fulfilled.

- 4.2 User has the right to request cancellation of user's account from this Platform after fulfilling their responsibilities and obligations under this Agreement. If approved by this Platform, this Platform will cancel user's account and the contract relationship between the user and the platform will be terminated. After the user's account is cancelled, the Platform has no obligation to retain or disclose any information in the user's account to the user, nor to forward any information that the user has not read or sent to the user or a third party.
- 4.3 The User agrees that the Platform has the right to terminate the Platform service permission corresponding to the associated user according to the original protocol permission restriction requirements provided by the associated user.
- 4.4 The platform has the right to suspend, rescind or terminate this Agreement if the user violates the provisions of this Agreement or violates the principle of good faith. The above-mentioned results shall take effect immediately after the Platform issues written notice of the suspension, rescinding or termination. The Platform has the right to refuse to provide services to users whose membership of the Platform has been suspended temporarily or permanently.
- 4.5 The User agrees that after the termination of the contract relationship between the User and the Platform, the Platform still enjoys the following rights:
- 4.6 The Platform has the right to continue to maintain the User's information;
- 4.7 The platform may still claim rights to the User in accordance with this agreement if there are any illegal acts or violations of this agreement and/or rules committed by the User during the use of services;
- 4.8 The relationship between the User and other users during the use of the service shall not be terminated by the termination of this Agreement. Other users shall still have the right to claim their rights to the User, and the User shall continue to fulfill his obligations as promised by the User.

## 5. Service Content

- 5.1 This Platform provides users with shipping e-commerce platform services, data services, information services and online software. Users can complete their own shipping related business through this Platform, such as shipping booking, matching container haulage, warehouse stuffing, customs brokerage, document processing, etc.
- 5.2 Users must prepare the following equipment and bear the following expenses: (1) Internet access equipment, including not limited to computers or other Internet terminals, modems and other necessary Internet devices; (2) Internet access expenses, including not limited to network access fees, Internet equipment rental fees, mobile phone traffic fees, etc.

## 6. Rights and Obligations of the Platform

- 6.1 This Platform should update service information, service price list, route and voyage, etc, in time, and publish them to the Platform for users to consult at any time.
- 6.2 The Platform shall not bear any express or implied guarantee liability for the rights and responsibilities between users using the Platform's services, the performance of relevant business and the damage caused between carriers, logistics service providers or any third party in the course of transportation.

- 6.3 The Platform provides telephone consultation for users who encounter problems in the process of using this service.
- 6.4 This platform only guarantees that the information queried by users is accurate and effective at a specific query time.

## 7. Rights and Obligations of the User

- 7.1 Users should provide their own information in good faith. Information includes any information provided to the platform or other users by users in the process of registration, publication or transaction, in any public information occasion or through any form of e-mail. Users should be fully responsible for user information, and should ensure the authenticity, accuracy and legitimacy of user information submitted in the process of creating services. Otherwise, users should be responsible for all losses caused by this platform and any third party. This Platform only serves as a passive channel for users to publish and publish user information on the Internet.
- 7.2 The User agrees and undertakes that the User's information and any user's actions on this Platform:
- a) There will be no fraudulent elements, including but not limited to user qualifications, user data and user rights changes;
  - b) Will not infringe on the rights and interests of any third party;
  - c) Will not violate any laws, regulations (including but not limited to laws, regulations governing export management, licensing, trade quotas, consumer protection, unfair competition or false advertising), this Agreement or related rules;
  - d) Will not contain defamation (including commercial defamation), unlawful intimidation or unlawful harassment;
  - e) Will not contain obscene or child pornography;
  - f) Will not contain any virus, disguised sabotage program, computer worm, timer bomb or other computer program that intentionally destroys, maliciously interferes, secretly intercepts or encroaches on any system, data or personal data.
  - g) Will not use the services provided by the Platform to attack the Platform website;
  - h) Does not contain operations that the Platform believes should be prohibited or unsuitable for use through user websites.
- 7.3 If the User violates the above rules, the Platform shall have the right to issue warnings, suspend, or terminate the services under this Agreement, and reserve the right to recover all relevant losses from the User.

## 8. Expense Settlement

Except as otherwise agreed by the User and the Platform, the fees incurred by the User in carrying out relevant business between the Platform and other users shall be settled by the User and the relevant parties themselves.

## 9. Restrictions

The copyright of any content provided by this Platform (including but not limited to data, text, charts, images, sounds or videos, etc.) belongs to this Platform or the relevant rights holders. Without the prior written

permission of this Platform or the relevant obligee, users shall not copy, re-create, disseminate, publish, post, adapt or display the contents of this Platform in any way without authorization. At the same time, without the written permission of this Platform, no one can mirror any content on the server not belonging to this Platform. Any unauthorized use of the relevant content or information of this Platform will violate the Copyright Law of the People's Republic of China, other laws and regulations and relevant international conventions.

## 10. Privacy

During the validity period of this Agreement or after the termination of this Agreement, neither party shall disclose the contents of this Agreement to the third party without the consent of the other party and the undisclosed business secrets obtained by the other party in the course of signing and performing this Agreement.

## 11. Disclaimer

11.1 The Platform hereby declares that no direct, indirect, statutory or agreed guarantee shall be made for users to use the Platform, any content, information, services or other links to the Platform's sites, contents and information. Loss or damage (including direct, indirect, special or consequential loss or damage, such as loss of revenue or profit, loss of computer system) to users or anyone who uses information and services on this Platform, regardless of any cause (including but not limited to negligence, communication line failure, upgrade of this platform's servers, technical problems of ISP providers, etc.), for the consequences of damage of data loss, the user should bear the responsibility. The Platform does not guarantee the continuity of e-commerce services, and the Platform is exempt from the liability for the losses caused by this.

11.2 The website links in this Platform provide convenience for users, and do not mean that the Platform accepts or assumes responsibility for the content or use of other websites. As the linked website is not within the control of this website, any user who browses other websites through the links of this website will be regarded as not browsing this website. Therefore, this Platform does not bear any responsibility for the network transmission or any other form of transmission received from the linked website.

11.3 If force majeure, accidents, user reasons or other uncontrollable reasons cause the online service system of the Platform to collapse or fail to function normally, the Platform will be exempted from legal liability, but the Platform will reasonably do its best to assist in dealing with aftermath.

## 12. Validity, Application of Law and Disputes

12.1 Users confirm that they have carefully reviewed the contents of the Agreement and fully understood the legal implications of the provisions of the Agreement, especially those of the disclaimer. However, no matter whether the User carefully reads this Agreement or not, as long as the User applies for registration on this Platform and clicks on 'Read and accept the Logwing User Agreement' or the User uses the services under this Agreement, it will be regarded as the User's confirmation of the terms of this Agreement. This Agreement will come into force automatically and is legally binding on both the User and the Platform.

12.2 The laws of the People's Republic of China (excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and the Taiwan Region) shall apply to the establishment, entry into force, implementation, alteration, interpretation and dispute settlement of this Agreement.

12.3 In the event of this Agreement or any dispute relating to this Agreement, the parties shall, as far as possible,

settle the dispute by negotiation. If the negotiation fails, the litigation shall be under the jurisdiction of the court with jurisdiction over the place of residence of the Platform party.

12.4 Users or platforms may sign paper agreements according to the content of this Agreement as required. The paper agreements are in duplication form and have the same validity as this electronic agreement.

**This is to confirm that the User has carefully reviewed the content of the Logwing User Agreement with No. F20190001, and fully understood the legal meaning of the terms of the Agreement, especially the terms of the disclaimer. This User and the Platform agree to sign the paper agreement in duplicate, which is equivalent to the validity of the electronic agreement.**

<b>The User</b>	<b>The Platform or its authorized agent</b>
	<b>Xiamen Logwing Network Technology Co., Ltd  (Electronic Signature)</b>