

NeuTrafIX

TERMS AND CONDITIONS

PLEASE READ THE TERMS AND CONDITIONS CAREFULLY

Terms and Conditions describe the terms and conditions applicable to your access and use of the websites, mobile sites, mobile applications and other portals owned, operated, branded or made available by NeuTrafIX (defined below) from time to time which relate to (a) the NeuTrafIX e-commerce platform including but not limited to the web and mobile-optimized versions of the websites identified by the uniform resource locator "neutrafix.telin.net" and the other names such as "neutrafix.net" and "members.neutrafix.telin.net" and the mobile applications of the NeuTrafIX e-commerce platform (the "NeuTrafIX Sites");. This document is a legally binding agreement between you as the user(s) of the Sites (referred to as "you", "your" or "User" hereinafter) and the NeuTrafIX contracting entity determined in accordance with clause 2.1 below (referred to as "we", "our" or "NeuTrafIX" hereinafter).

1. Application and Acceptance of the Terms

1.1 Your access to and use of the Sites and NeuTrafIX's services, software and products through the Sites (such services, software and products collectively referred to as the "**Services**" hereinafter) is subject to the terms and conditions contained in this document as well as the Privacy Policy (defined in clause 3.3 below), any rules and policies of the Sites that NeuTrafIX may publish from time to time. This document and such other rules and policies of the Sites are collectively referred to below as the "**Terms**". By accessing and use of the Sites and Services, you agree to accept and be bound by the Terms. Please do not access or use the Services or the Sites if you do not accept all of the Terms.

1.2 You may not access or use the Services or the Sites and may not accept the Terms if (a) you are not of legal age to form a binding contract with NeuTrafIX, or (b) you are not permitted to receive any Services under the laws of Hong Kong or other countries / regions including the country / region in which you are resident or from which you access and use the Services and the Sites

1.3 NeuTrafIX may amend any Terms at any time by posting the relevant amended and restated Terms on the Sites. By continuing to access or use the Services or the Sites, you agree that the amended and restated Terms will apply to you.

1.4 If NeuTrafIX has posted or provided a translation of the English language version of the Terms, you agree that the translation is provided for convenience only and that the English language version will govern your access to and use of the Services or the Sites.

1.5 You may be required to enter into separate agreement(s), whether online or offline, with NeuTrafIX or our affiliate for any Service (or features within the Services) (each an "**Additional Agreement**"). If there is any conflict or inconsistency between the Terms and an Additional Agreement, the Additional Agreement shall take precedence over the Terms only in relation to that Service (or feature within the Service) concerned.

1.6 The Terms may not otherwise be modified except in writing by an authorized officer of NeuTrafIX.

2. Provision of Services

2.1 If you are a registered member of any of the Sites, you are contracting with Telekomunikasi Indonesia International (Hongkong) Limited.

2.2 You must register as a member on the Sites in order to access and use some Services. Further, NeuTrafIX reserves the right, without prior notice, to restrict access to or use of certain Services (or any features within the Services) to paying Users, or subject to other conditions that NeuTrafIX may impose in our discretion.

2.3 Services (or any features within the Services) may vary for different regions and countries. No warranty or representation is given that a particular Service or feature or function thereof or the same type and extent of the Service or features and functions thereof will be available for Users. NeuTrafIX may in our sole discretion limit, deny or create different levels of access to and use of any Services (or any features within the Services) with respect to different Users.

2.4 Some Services (or part thereof) may be provided by a third party provider.

3. Users Generally

3.1 As a condition of your access to and use of the Sites or Services, you agree that you will comply with all applicable laws and regulations when accessing or using the Sites or Services.

3.2 You agree that (a) you will not copy, reproduce, download, re-publish, sell, distribute or resell any information, text, images, graphics, video clips, sound, directories, files, databases or listings, etc. available on or through the Sites (the "Site Content"), and (b) you will not copy, reproduce, download, compile or otherwise use any Site Content for the purposes of operating a business that competes with NeuTrafIX, or otherwise commercially exploiting the Site Content. Systematic retrieval of Site Content from the Sites to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from NeuTrafIX is prohibited. Use of any content or materials on the Sites for any purpose not expressly permitted in the Terms is prohibited.

3.3 You must read the following documents which govern the protection and use of personal information about Users in the possession of NeuTrafIX and our affiliates for Users who access or use Sites: the NeuTrafIX Privacy Policy.

3.5 You agree not to undertake any action to undermine the integrity of the computer systems or networks of NeuTrafIX and/or any other User nor to gain unauthorized access to such computer systems or networks.

3.6 You agree not to undertake any action which may undermine the integrity of NeuTrafIX's feedback system, such as leaving positive feedback for yourself using secondary Member IDs or through third parties or by leaving unsubstantiated negative feedback for another User.

3.7 By posting or displaying any logos, trademarks, service marks, brands, description/information in the product listings, and any other information, content or material on the Sites (any of such information, content or material, collectively referred to as "**User Content**") or providing any User Content to NeuTrafIX and/or its affiliates and their respective representative(s), and to the extent permitted under applicable laws, you grant an irrevocable, perpetual, worldwide, royalty-free, and sub-licensable (through multiple tiers) license to NeuTrafIX and/or its affiliates and their respective representative(s) to display, transmit, distribute, reproduce, publish, duplicate, adapt, modify, edit, translate, create derivative works using the User Content, remove any part of it (including, without limitation, the watermark or mark the User Content bears), and otherwise use any or all of the User Content in any form, media, or technology now known or not currently known in any manner, on the Sites, NeuTrafIX Channels and/or Third Party Channels and for any purpose which may be beneficial, whether directly or indirectly, to NeuTrafIX, the operation of the Sites, the provision of any Services and Promotion Services and/or the business of the User. You confirm and warrant to NeuTrafIX that you have all the rights, power and authority necessary to grant the above license and the User Content and use of such User Content (including derivative works) by NeuTrafIX and/or its affiliates under such license is free from any infringement or violation of any Third Party Rights (as defined in clause 5.4 of the Terms). To the maximum extent permitted by law, you waive your right to enforce your Intellectual Property Rights in the User Content against NeuTrafIX and/or its affiliates, assignees or sub-licensees in connection with use of such User Content in connection with the Services. Information that is protected under data protection laws will only be used and kept in compliance with those laws.

4. Member Accounts

4.1 User must be registered on the Sites to access or use some Services (a registered User is also referred to as a "**Member**" below). Except with NeuTrafIX's approval, one User may only register one member account on the Sites. NeuTrafIX may cancel or terminate a User's member account if NeuTrafIX has reasons to suspect that the User has concurrently registered or is in control of two or more member accounts. Further, NeuTrafIX may reject User's application for registration for any reason.

4.2 Upon registration on the Sites, NeuTrafIX shall assign an account and issue a member ID and password (the latter shall be chosen by a registered User during registration) to each registered User. An account may have a web-based email account with limited storage space for the Member to send or receive emails.

4.3 A set of Member ID and password is unique to a single account. Each Member shall be solely responsible for maintaining the confidentiality and security of your Member ID and password and for all use of and activities that occur under your account (whether such use or activities are authorized or not). No Member may share, assign, or permit the use of your Member account, ID or password by another person, even to other individuals within the Member's own business entity (where applicable). Member agrees to notify NeuTrafIX immediately if you become aware of any unauthorized use of your password or your account or any other breach of security of your account.

4.4 Member agrees that all use of the Sites and Services, and all activities that occur under your account (including without limitation, posting any company or product information, clicking to accept any Additional Agreements or rules, subscribing to or making any payment for any services, sending emails using the email account or sending SMS) will be deemed to have been authorized by the Member.

4.5 Member acknowledges that sharing of your account with other persons, or allowing multiple users outside of your business entity to use your account (collectively, "**multiple use**"), may cause irreparable harm to NeuTrafiX or other Users of the Sites. Member shall indemnify NeuTrafiX, our affiliates, directors, employees, agents and representatives against any loss or damages (including but not limited to loss of profits) suffered as a result of the multiple use of your account. Member also agrees that in case of the multiple use of your account or Member's failure to maintain the security of your account, NeuTrafiX shall not be liable for any loss or damages arising from such a breach and shall have the right to suspend or terminate Member's account without liability to the Member.

5. Member's Responsibilities

5.1 Each Member represents, warrants and agrees that (a) you have full power and authority to accept the Terms, to grant the license and authorization and to perform the obligations hereunder; (b) your access and use the Sites and Services will be for business purposes only; and (c) for Members who are business entities, the address you provide when registering is the principal place of business of your business entity. For purposes of this provision, a branch or liaison office will not be considered a separate entity and your principal place of business will be deemed to be that of your head office.

5.2 Member will be required to provide information or material about your entity, business or products/services as part of the registration process on the Sites for your access to and use of any Service or the member account. Each Member represents, warrants and agrees that (a) such information and material whether submitted during the registration process or thereafter throughout the continuation of the use of the Sites or Service is true, accurate, current and complete, and (b) you will maintain and promptly amend all information and material to keep it true, accurate, current and complete.

5.3 Upon becoming a Member, you consent to the inclusion of the contact information about you in our database and authorize NeuTrafiX and our affiliates to share the contact information with other Users or otherwise use your personal information in accordance with the Privacy Policy.

5.4 Each Member represents, warrants and agrees that (a) you shall be solely responsible for obtaining all necessary third party licenses and permissions regarding any User Content that you submit, post or display; (b) any User Content that you submit, post or display does not infringe or violate any of the copyright, patent, trademark, trade name, trade secrets or any other personal or proprietary rights of any third party ("**Third Party Rights**"); and (c) you have the right and authority to sell, trade, distribute or export or offer to sell, trade, distribute or export the products or services described in the User Content and such sale, trade, distribution or export or offer does not violate any Third Party Rights.

5.5 Each Member further represents, warrants and agrees that the User Content that you submit, post or display shall:

- a) be true, accurate, complete and lawful;
- b) not be false, misleading or deceptive;
- c) not contain information that is defamatory, libelous, threatening or harassing, obscene, objectionable, offensive, sexually explicit or harmful to minors;
- d) not contain information that is discriminatory or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- e) not violate the Terms or any applicable Additional Agreements
- f) not violate any applicable laws and regulations (including without limitation those governing export control, consumer protection, unfair competition, price gouging or false advertising) or promote any activities which may violate any applicable laws and regulations;
- g) not contain any link directly or indirectly to any other web Sites which includes any content that may violate the Terms.

5.6 Each Member further represents, warrants and agrees that you shall/are:

- a) carry on your activities on the Sites in compliance with any applicable laws and regulations;
- b) conduct your business transactions with other users of the Sites in good faith;
- c) carry on your activities in accordance with the Terms and any applicable Additional Agreements;

- d) not use the Services or Sites to defraud any person or entity (including without limitation sale of stolen items, use of stolen credit/debit cards);
- e) not impersonate any person or entity, misrepresent yourself or your affiliation with any person or entity;
- f) not engage in spamming or phishing;
- g) not engage in any other unlawful activities (including without limitation those which would constitute a criminal offence, give rise to civil liability, etc.) or encourage or abet any unlawful activities;
- h) not involve attempts to copy, reproduce, exploit or expropriate NeuTrafiX's various proprietary directories, databases and listings;
- i) not 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;
- j) not involve any scheme to undermine the integrity of the data, systems or networks used by NeuTrafiX and/or any user of the Sites or gain unauthorized access to such data, systems or networks;
- k) not, and your director(s), officer(s), controlling party/ies, affiliates and legal jurisdiction in which any of the foregoing persons or entities is organized or has operations are not, persons or entities that are subject to any economic or fraud sanctions of any governmental, international or regulatory entities; and
- l) not engage in any activities that would otherwise create any liability for NeuTrafiX or our affiliates.

5.7 Member may not use the Sites, Services or member account to engage in activities which are identical or similar to NeuTrafiX's e-commerce marketplace business.

5.8 If Member provides a business referee, Member represents, warrants and agrees that you have obtained all necessary consents, approvals and waivers from such referee to (a) act as your business referee; (b) 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 you. You further warrant and agree that all reference letters and comments are true and accurate and third parties may contact the business referees without the need to obtain your consent.

5.9 Member agrees to provide all necessary information, materials and approval, and render all reasonable assistance and cooperation necessary for NeuTrafiX's provision of the Services, evaluating whether Member has breached the Terms and/or handling any complaint against the Member. If Member's failure to do so results in delay in, or suspension or termination of, the provision of any Service, NeuTrafiX shall not be obliged to extend the relevant service period nor be liable for any loss or damages arising out of or in connection with such delay, suspension or termination.

5.10 Member acknowledges and agrees that NeuTrafiX reserves the right to, but shall not be required to actively monitor or exercise any editorial control whatsoever over the content of any message or material or information (including User Content) created, obtained or accessible through the Services or Sites. NeuTrafiX does not endorse, verify or otherwise certify the contents of any comments or other material or information (including User Content) created, submitted, posted, displayed or otherwise 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

5.11 Member acknowledges and agrees that the Sites and Services may only be used by businesses and their representatives for business use and not for individual consumers or for personal use.

5.12 Member acknowledges and agrees that each Member is solely responsible for observing applicable laws and regulations in its respective jurisdictions to ensure that all access and use of the Site and Services are in compliance with the same.

5.13 Each Member represents, warrants and agrees that

- (a) you and your affiliates shall comply with applicable laws and regulations in conducting your respective business (including without limitation applicable laws and regulations with respect to product safety, intellectual property rights, data privacy, consumer protection, product or regulatory certification, import and export control, unfair competition, price gouging, false advertising, labor, environment, health and safety, anti-bribery and anti-money laundering);
- (b) you and your affiliates are not the subject of any trade restrictions, sanctions or other legal restrictions enacted or proposed to be enacted by any country, international organization or jurisdiction ("Relevant Subjects");
- (c) you and your affiliates are not offering products or services that would likely trigger any international trade restrictions, sanctions or other legal restrictions by any Relevant Subjects;

- (d) neither you, or any of your parent companies or affiliates, directly or indirectly, deals with, or provides any funds, goods or services to Relevant Subjects; and
- (e) you will at all times comply with all applicable export control and sanctions laws and regulations with regard to products, services, software and technologies in using the Services, including sanctions resolutions, laws and regulations enacted and enforced by the UN Security Council, the People's Republic of China, the United States of America, and any other country.

If, at any time, you fail to meet any of the above requirements, you should stop using the Services immediately. If NeuTrafiX reasonably believes that any of your conduct violates or threatens to violate any applicable laws and regulations, NeuTrafiX may, at its sole discretion, at any time take action as it may deem appropriate in light of the circumstances, including, but not limited to, terminating the provision of Services to you, closing relevant purchase orders, and terminating your accounts, while reserving all rights it may have regarding any non-compliant actions or conduct of its members.

6. Breaches by Members

6.1 NeuTrafiX reserves the right in our sole discretion to remove, modify or reject any User Content (in whole or in part) that you submit to, post or display on the Sites which we reasonably believe (i) violates any applicable laws and regulations, (ii) violates the Terms hereunder, (iii) could subject NeuTrafiX or our affiliates to liability, (iv) infringes any Third Party Rights, (v) could harm the interests of our Members, third party or NeuTrafiX or our affiliates, or (vi) is otherwise found inappropriate in NeuTrafiX's sole discretion.

6.2 If any Member breaches any Terms, or if NeuTrafiX has reasonable grounds to believe that a Member is in breach of any Terms, NeuTrafiX shall have the right to take such disciplinary actions as it deems appropriate, including without limitation: (i) suspending or terminating the Member's account and any and all accounts determined to be related to such account by NeuTrafiX in its sole discretion without liability for any losses or damages arising out of or in connection with such suspension or termination; (ii) restricting, downgrading, suspending or terminating the subscription of, access to, or current or future use of any Service; (iii) removing any product listings or other User Content that the Member has submitted, posted or displayed, or imposing restrictions on the number of product listings or User Content that the Member may post or display; (iv) imposing other restrictions on the Member's use of any features or functions of any Service as NeuTrafiX may consider appropriate in its sole discretion; and (v) any other corrective actions, discipline or penalties as NeuTrafiX may deem necessary or appropriate in its sole discretion.

6.3 Without limiting the generality of the provisions of the Terms, a Member would be considered as being in breach of the Terms in any of the following circumstances:

- a) upon complaint or claim from any third party, NeuTrafiX has reasonable grounds to believe that such Member has willfully or materially failed to perform your 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 the items such Member has delivered materially fail to meet the terms and descriptions outlined in your contract with such third party,
- b) NeuTrafiX has reasonable grounds to suspect that such Member has used a stolen credit card or other false or misleading information in any transaction with a counter party,
- c) NeuTrafiX has reasonable grounds to suspect that any information provided by the Member is not current or complete or is untrue, inaccurate, or misleading, or
- d) NeuTrafiX believes that the Member's actions may cause financial loss or legal liability to NeuTrafiX or our affiliates or any other Users.

6.4 NeuTrafiX reserves the right to cooperate fully with governmental or regulatory authorities, law enforcement bodies, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing. Further, to the extent permitted by applicable laws and policies, NeuTrafiX may disclose the Member's identity, contact information and/or information regarding the Member's account(s), transactions or activities carried out on or via the Site, if requested by a government, regulatory or law enforcement body or an injured third party, or as a result of a subpoena or other legal action. NeuTrafiX shall not be liable for damages or results arising from such disclosure, and Member agrees not to bring any action or claim against NeuTrafiX for such disclosure.

6.5 NeuTrafiX may, at any time and in our reasonable discretion, impose limitations on, suspend or terminate the Member's use of any Service or the Sites without being liable to the Member if NeuTrafiX has received notice that the Member is in breach of any agreement or undertaking with any affiliate of NeuTrafiX and such breach involves or is reasonably suspected to involve dishonest or fraudulent activities. NeuTrafiX reserves the right to, but shall not be required to investigate such breach or request confirmation from the Member.

6.6 Each Member agrees to indemnify NeuTrafiX, our affiliates, directors, employees, agents and representatives and to hold them harmless, from any and all damages, losses, claims and liabilities (including legal costs on a full indemnity basis) which may arise from your submission, posting or display of any User Content, from your access to or use of the Sites or Services, or from your breach of the Terms or any Additional Agreements.

6.7 Each Member further agrees that NeuTrafiX is not responsible, and shall have no liability to you or anyone else for any User Content or other material transmitted through the Sites or Services, including fraudulent, untrue, misleading, inaccurate, defamatory, offensive or illicit material and that the risk of damage from such User Content or other material rests entirely with the Member. NeuTrafiX reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Member, in which event the Member shall cooperate with NeuTrafiX in asserting any available defenses.

7. Intellectual Property Rights

7.1 NeuTrafiX is the sole owner or lawful licensee of all the rights and interests in the Sites and the Site Content. The Sites and Site Content embody trade secrets and other intellectual property rights protected under worldwide copyright and other laws. All title, ownership and intellectual property rights in the Sites and Site Content shall remain with NeuTrafiX, our affiliates or licensors, as the case may be. All rights not otherwise claimed under the Terms or by NeuTrafiX are hereby reserved.

7.2 "NEUTRAFIX", and related icons and logos are registered trademarks or trademarks or service marks of NeuTrafiX Group Holding Limited; in the Relevant Jurisdictions, are registered trademarks or trademarks or service marks of NeuTrafiX 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.

7.3 NeuTrafiX may have independent third parties involved in the provision of the Sites or Services (e.g., the authentication and verification service providers). You may not use any trademark, service mark or logo of such independent third parties without prior written approval from such parties.

7.4 To the largest extent permissible under applicable law, all rights, title and interest to all derivative work created by NeuTrafiX and/or its affiliates using User Content pursuant to the Terms shall belong to NeuTrafiX, which may be freely assignable, licensable or grantable by NeuTrafiX to any third party or its affiliates.

8. Notices

8.1 All legal notices or demands to or upon NeuTrafiX shall be made in writing and sent to NeuTrafiX personally, by courier or certified mail to our company Address at Suite 905, 9/F, Ocean Centre, 5 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong. The notices shall be effective when they are received by NeuTrafiX in any of the above-mentioned manner.

8.2 All legal notices or demands to or upon a User shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User to NeuTrafiX, or by posting such notice or demand on an area of the Sites that is publicly accessible without a charge. Notice to a User shall be deemed to be received by such User if and when:

a) NeuTrafiX is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User, or

b) immediately upon NeuTrafiX posting such notice on an area of the Sites that is publicly accessible without charge.

8.3 You agree that all agreements, notices, demands, disclosures and other communications that NeuTrafiX sends to you electronically will satisfy any legal requirement that such communication should be in writing.

9. General Provisions

9.1 Subject to any Additional Agreements, the Terms constitute the entire agreement between you and NeuTrafiX with respect to and govern your use of the Sites and Services, superseding any prior written or oral agreements in relation to the same subject matter herein.

9.2 NeuTrafiX and you are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms.

9.3 If any provision of the Terms is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall remain valid and be enforced.

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

9.5 NeuTrafIX's failure to enforce any right or failure to act with respect to any breach by you under the Terms will not constitute a waiver of that right nor a waiver of NeuTrafIX's right to act with respect to subsequent or similar breaches.

9.6 NeuTrafIX shall have the right to assign the Terms (including all of our rights, titles, benefits, interests, and obligations and duties in the Terms to any person or entity (including any affiliates of NeuTrafIX). You may not assign, in whole or part, the Terms to any person or entity.

9.7 THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF HONG KONG ("**HONG KONG**"), AND THE PARTIES TO THIS AGREEMENT HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE HONG KONG INTERNATIONAL ARBITRATION CENTER (HKIAC).