PUBLIC OFFER AGREEMENT (PRODUCT BUYOUT SERVICE)

Trade 44 Sp. z o.o., hereinafter referred to as the "Company", of the one part, and an individual/individual entrepreneur/legal entity, hereinafter referred to as the "Customer", of the other part, jointly referred to as the "Parties", have entered into this Agreement (the "Agreement") as follows.

The terms and definitions used in this Agreement, the word sense and the meaning of which are understood by the Parties and such understanding is consistent:

Offer shall mean an offer of the Company addressed to the general public concerning the conclusion of this Agreement by accession thereto by way of Acceptance.

Acceptance shall mean the full and unconditional consent of the Customer to accept the Company's Offer in general, which is manifested in the Customer's registration actions in the Meest China Personal Account without attaching a signature to this Agreement.

Meest China Personal Account shall mean a section available to an authorized user (Customer) through online access on the Internet on the website www.meest.cn (https://cab.meest.cn) or through mobile application Meest China Android (https://play.google.com/store/apps/details?id=development.icecream.mymeest).

Product Buyout Service shall mean a service that comprises purchasing by the Company on its own behalf, but at the expense of the Customer and at the Customer's choice of a Product in online stores: www.taobao.com, www.1688.com, www.tmall.com, www.tmall.com, www.tmall.com, www.tmall.com, www.

Seller/Sellers shall mean online stores: <u>www.taobao.com</u>, <u>www.1688.com</u>, www.tmall.com, www.yangkedou.com.

Price shall mean a sum of money, which consists of: the cost of the Product, the Company's Commission, as well as the cost of the Company's services for arranging the delivery of the Product to the Company's warehouse in the PRC.

Commission shall mean the Company's monetary remuneration for each service separately, which is charged by the Company in the amount (according to the Company's Tariffs) and using one of the methods provided for on the website www.meest.cn or in mobile application Meest China Android, as well as taking into account the Loyalty Program, which is posted on the website www.meest.cn.

Product shall mean a tangible object, information on which is contained on the website www.meest.cn, or in mobile application Meest China Android, or online stores: www.taobao.com, www.1688.com, www.taobao.com, <a href="ww

Meest China Standard Terms of Service (Meest China STS) shall mean a total of provisions and instructions for using the Meest China Personal Account, posted on the website www.meest.cn or in mobile application Meest China Android.

Buyout Balance shall mean a function in the Meest China Personal Account, through the use of which the Customer pays for the Company's services. The receipt by the Company of funds paid by the Customer, as well as the repayment of the Company's funds to the Customer (in the events and by the methods provided for by this Agreement) is displayed on the Buyout Balance in the Customer's Meest China Personal Account.

SECTION I. SUBJECT MATTER

1.1. According to this Agreement and on the terms determined thereunder, the Company renders the Buyout Service to the Customer.

At the Customer's own choice and for an additional fee (according to the Company's Tariffs and taking into account the Loyalty Program), the Company can also render

supplementary services to the Customer (as part of the Buyout Service), the list of which is determined by this Agreement/website www.meest.cn/ mobile application Meest China Android.

1.2. Any service chosen by the Customer under this Agreement, as well as supplementary services, shall be paid by the Customer in US dollars through the payment systems Strype, Imoje, Alipay, UzCard.

The Customer gives full and unconditional consent to the debiting of funds from the Customer's bank card through one of the payment systems: Strype, Imoje, Alipay, UzCard.

Payment by the Customer for the Company's services shall be made by (replenishing) the Buyout Balance by the Customer using the payment systems referred to in this Agreement. Before making payment through the payment systems referred to in this clause, the Customer agrees to familiarize with the terms and rules of the payment systems Strype, Imoje, Alipay, UzCard.

1.3. The Customer confirms without reservation that the official channel of communication with the Customer will be the Customer's email address indicated by the Customer upon registration in the Meest China Personal Account.

The Customer confirms that any email from the Company shall be deemed received by the Customer in due time and in proper manner at the time of sending such an email from the Company to the Customer's email address, specified by the Customer upon registration in the Meest China Personal Account. In the event of change of email address, the Customer agrees to immediately inform the Company to that effect by sending a message to the Company's email suppurt@meest.cn.

The Parties have agreed that the Company may inform the Customer of the progress of the services by changing the status of the Customer's order in the Meest China Personal Account.

- 1.4. The Customer agrees to keep all the documents confirming payment for the Company's services/payment for the Product until the Customer or another person designated by the Customer in the Meest China Personal Account receives the Product directly at the destination specified by the Customer in the Meest China Personal Account.
- 1.5. At the time of accession to this Agreement the Customer confirms, that the Customer has familiarized (on the website www.meest.cn/ in mobile application Meest China Android) and agrees with: the Company's Loyalty Program; the Company's Tariffs; the Company's list of Supplementary Services; the List of Products Prohibited for Transportation by Postal/Courier Services; the Terms of Customs Clearance of Products; the List of Prohibited Products; the Meest China STS; the Complaint Handling Policy.

Any services of the Company are rendered to the Customer on the basis of and taking into account the provisions (clauses) of this Agreement, as well as the Company's Loyalty Program, the Company's Tariffs, the Company's list of Supplementary Services, the List of Products Prohibited for Transportation by Postal/Courier Services; the Terms of Customs Clearance of Products; the List of Prohibited Products; the Meest China STS; the Complaint Handling Policy published on the website www.meest.cn/ in mobile application Meest China Android.

The Customer agrees to independently monitor on the website www.meest.cn/ in mobile application Meest China Android all and any amendments made by the Company to the Company's Loyalty Program, the Company's Tariffs, the Company's list of Supplementary Services, the List of Products Prohibited for Transportation by Postal/Courier Services; the Terms of Customs Clearance of Products; the List of Prohibited Products; the Meest China STS; the Complaint Handling Policy.

Amendments shall be deemed made public (published) and enter into force for both the Company and the Customer from the time of publication on the website www.meest.cn/ in mobile application Meest China Android. The Company also may notify the Customer of such amendments in a message sent to the Customer's email address indicated by the Customer upon registration in the Meest China Personal Account.

- 1.6. The Company may, without any negotiation with the Customer and without a notice, engage any third parties that are not a Party to this Agreement, to perform its obligations under this Agreement for any type of the Company's services.
- 1.7. In the event that the Company repays any funds to the Customer, such funds shall be automatically repaid to the Customer's Buyout Balance in the Meest China Personal Account.

Upon request of the Customer and in agreement with the Company, the refund can be made to the Customer's bank card, for which purpose the Customer shall write a letter to the Company either to email address support@meest.cn, or in the Company's chat. Refunds shall be made to the card with which payment has been made.

For Customers who are citizens of Ukraine, a refund can be made to a non-currency (hryvnia) bank card of the Customer or to the card from which payment has been made - at the discretion of the Company and taking into account the restrictions of the National Bank of Ukraine in force at the time of the return.

The Company may make refund to the Customer by any legal means in the territory of the country of which the Customer is a resident.

- 1.8. Any losses, damage, harm or additional expenses that the Customer may incur due to the Company's performance of this Agreement shall not be indemnified by the Company, unless otherwise provided for by this Agreement.
- 1.9. The Company shall not be liable for any expenses of the Customer, losses, damage orharm that may be caused to the Customer as a result of using the Company's services.

The Company shall not be liable for any expenses, harm, damage or losses caused to the Customer as a result of using or inability of using by the Customer of the Company's services for technical reasons, including, but not limited to: errors, omissions, interruptions in the operation of the website www.meest.cn/ mobile application Meest China Android; deleting files, changing the functions of the website www.meest.cn/ in mobile application Meest China Android; software defects, delays in the operation of the website www.meest.cn/ in mobile application Meest China Android, when transmitting data, when making changes to the website www.meest.cn/ in mobile application Meest China Android, etc.

- 1.10. The Company shall not be liable for the actions of related divisions and services used to render services to the Customer that are not owned by the Company, including, but not limited to: banks, post offices, Internet providers, postal services, payment systems, any carriers, intermediaries etc.
- 1.11. The Parties have agreed that the Customer will use the Customer's Meest China Personal Account strictly in person. Any negotiations with the Company regarding the Company's services, as well as regarding any situations that may arise due to or in the process of rendering services by the Company to the Customer, shall be conducted by the Customer strictly in personal, except as required by law that applies to this Agreement.

The Customer manages parcels, shipments, orders independently using the functionality of the Meest China Personal Account.

- 1.12. The Company's customer support service renders only consulting services to the Customer. When consulting the Customer, the Customer Support Service can only announce the reference cost of the Company's services. The cost of any delivery will depend on the weight, size and other parameters of the Product. The cost of delivery of a parcel can range from 8.5 to 600 US dollars if the Customer chooses delivery by air, and from 5.8 to 300 US dollars if the Customer chooses delivery by sea.
- 1.13. This offer of the Company can be approved (accepted) by the Customer only in full by way of accession thereto. Accession of the Customer to this offer in part shall be impossible.
- 1.14. The Product Buyout Service shall be deemed rendered by the Company in due time and in proper manner upon delivery of the Product to the warehouse used by the Company in the People's Republic of China (the "PRC").

SECTION II PRODUCT BUYOUT SERVICE

2.1. The Company renders to the Customer the service of purchasing on its own behalf, but at the expense of the Customer and at the Customer's choice of a Product in online stores: www.taobao.com, www.1688.com, www.taobao.com, <a href="htt

Delivery of the Product from the Company's warehouse in the PRC to any other destination required by the Customer is not included in the Buyout Service.

The procedure, rules, as well as other provisions for rendering to the Customer of the service of delivery of the Product from the Company's warehouse in the PRC to another point indicated by the Customer in the Meest China Personal Account are not governed by this Agreement and are not included in the price of the Product Buyout Service.

2.2. Product Buyout Service Ordering Procedure

- 2.2.1. The Customer, through the use of the website www.meest.cn/ mobile application Meest China Android or independently in online stores: www.taobao.com, www.1688.com, www.1688.com, www.losa.com, www.losa.com, www.losa.com, www.taobao.com, www.taobao.com,
- 2.2.2. The Parties have agreed that the Company shall proceed with the Product Buyout Service for the Customer upon receipt by the Company of payment of the Price of this service from the Customer. The Price shall be paid by the Customer in US dollars through payment systems: Strype, Imoje, Alipay, UzCard.
- 2.2.3. The Customer confirms without reservation the Customer's fullest understanding that all and any Products, information on which is posted on the website www.meest.cn/ in mobile application Meest China Android are not owned by the Company. The Customer additionally confirms the understanding that at the time of ordering a Product through the website www.meest.cn/ mobile application Meest China Android, the Product placed in online stores www.taobao.com, www.1688.com, www.tmall.com, www.yangkedou.com, may differ from that contained on the website www.meest.cn/ in mobile application Meest China Android in terms of price, completeness, color, size and any other possible parameters.

The Customer confirms without reservation the Customer's fullest understanding that such possible discrepancies may arise due to the technological system of operation of the website www.meest.cn mobile application Meest China Android and possible delays in updating information when synchronizing with information in online stores www.taobao.com, www.

- 2.2.4. The Customer confirms without reservation the Customer's fullest understanding that the Company does not warrant the availability of a Product selected by the Customer in online stores www.taobao.com, <a href="
- 2.2.5. The Customer upon additional request in the Meest China Personal Account and for additional fee, as part of the Buyout Service, may be provided with a supplementary service of checking the Product in a warehouse in the PRC by photographing the Product and sending such photos to the Customer. The cost of such a supplementary service is set on the website www.meest.cn/ in mobile application Meest China Android.
- 2.2.6. The Customer confirms without reservation the Customer's fullest understanding that if any of the Sellers is not able to deliver the Product ordered by the Customer to the warehouse used by the Company in the PRC, the Company will not be able to render to the Customer the Product Buyout Service and this service will be canceled by the Company unilaterally.

The Price paid by the Customer will be repaid to the Customer's Buyout Balance in the Meest China Personal Account. Repayment of funds to the card is governed by clause 1.7, Section I – "Subject Matter" of this Agreement.

- 2.2.7. The Customer shall be absolutely and solely liable for compliance of the Product purchased with the terms of delivery of any postal services, as well as the customs legislation of the country in which the Customer is located, including the dimensions, weight and content of the Product, other dimensions and weight of postal packaging required for sending the Product to the Customer by any postal/courier service.
- 2.2.8. If the Product ordered by the Customer does not comply with the rules for the international transportation of goods, its buyout may be canceled by the Company unilaterally. The Parties have agreed that in this instance, any losses, damage or harm to the Customer shall not be indemnified by the Company.
- 2.2.9. When rendering the Buyout Service ordered by the Customer through the "pay a friend" functionality from the website www.1688.com or through the WeChat program, the Company does not negotiate with the Seller, nor does it agree on repeated payment or on an auction price for the Customer.
- 2.2.10. If the Customer cancels an order for the Buyout Service ordered through the "pay a friend" functionality on the website www.1688.com, repayment to the Customer's Buyout Balance shall only be possible after the Customer provides details confirming the repayment of funds to the Company's account (the Customer provides the Company with a screenshot from the website www.1688.com with the time and amount of the transaction), and after confirmation of receipt of funds in our account.

If the Customer cancels an order made through the "pay a friend" functionality of WeChat, repayment to the Customer's Buyout Balance shall be possible after the Customer provides a screenshot of the transfer of funds by the Seller to the Company's account and confirmation of receipt of funds.

- 2.2.11. In the event of non-conformity of Products that have been ordered through the "friend's payment" functionality on the website www.1688.com or WeChat, the Customer shall negotiate and settle the issues of non-conformity with the Seller independently. The company shall not be liable for non-conformity of products.
- 2.2.12. The Company shall not be liable in the event of sending by the Seller of one order in different parcels, partial sending of an order or provision of one track number for orders of different Customers. To solve a problem situation, the Customer shall contact the Company's Support Service, and thereafter a request is made to the Seller. The Customer can enter additional track numbers provided at the time of additional sending of the Product by the Seller into the Meest China Personal Account independently.

2.3. Settlement Procedure

- 2.3.1. For the Buyout Service, the Customer shall pay the Company the Price in US dollars. Payment by the Customer for the Company's services shall be made by using (replenishing) the Balance through the payment systems Strype, Imoje, Alipay, UzCard.
- 2.3.2. When making any payment in favor of the Company (in particular with the use of payment systems), the Customer shall additionally pay all possible commissions of banks, payment systems, correspondent banks, currency conversion commissions, as well as other possible charges (commissions) necessary for making payments to the Company under this Agreement.

2.4. Rights and Obligations of the Company

2.4.1. The Company may inform the Customer of the stages of the Product Buyout Service by updating the status in the Meest China Personal Account or by sending electronic messages to the Customer's email address indicated upon registration in the Meest China Personal Account.

In the absence of Products ordered by the Customer through the Meest China Personal Account in the Seller's warehouse, the Company may exclude such Products from the Customer's order, having notified the latter to that effect by sending a message to the Customer's email address indicated upon registration in the Meest China Personal Account or by changing the status in the Meest China Personal Account.

The Price paid by the Customer will be repaid to the Customer's Buyout Balance in the Meest China Personal Account. Repayment of funds to the card is governed by clause 1.7, Section I – "Subject Matter" of this Agreement.

- 2.4.2. If the Seller has not sent a Product to the Company's warehouse in the PRC within 7-10 business days, as a result of which the provision of services to the Customer is delayed, the Company may exclude such Product from the Customer's order and change the status of the order to "Returned". The Price paid by the Customer will be repaid to the Customer's Buyout Balance in the Meest China Personal Account. Repayment of funds to the card is governed by clause 1.7, Section I "Subject Matter" of this Agreement.
- 2.4.3. The Company agrees to accept a Product to a warehouse in the PRC, provided that the Product has not been damaged, conforms to the details indicated by the Customer in the order, and comply with the rules of international transportation of goods. In the event that a Product is damaged, do not conform to the details indicated by the Customer in the order, does not comply with the rules of international transportation of goods, the Company shall inform the Customer to that effect by updating the status in the Meest China Personal Account to "Nonconformity" with indication of the reason for such nonconformity and photos. In this case, the Company may dispose of the Product, and for this purpose the Customer gives irrevocable and unconditional consent and instruction. The Price paid by the Customer shall not be repaid, nor shall any losses, damage or harm to the Customer be indemnified by the Company.

2.5. Rights and Obligations of the Customer

- 2.5.1. The Customer agrees to provide reliable information necessary for the Company to render the Buyout Service in a timely manner and in full. In the event of lack of such information or any doubts about its reliability, the Company may suspend the provision of the Buyout Service until the necessary information is clarified. In this case, the Product shall be stored in the Company's warehouse in the PRC for 1 months free of charge, after which the Company may dispose of it, for which purpose the Customer gives unconditional consent and instruction. The Parties have agreed that in this instance, any losses, damage or harm to the Customer shall not be indemnified by the Company.
- 2.5.2. The Customer agrees to monitor the status of orders in the Meest China Personal Account.
- 2.5.3. The Customer agrees to immediately inform the Company of any occurring changes that may affect the proper and timely provision of services by the Company to the Customer in order to ensure for the Company the opportunity to promptly respond as part of the provision of the Buyout Service.
- 2.5.4. The Customer agrees to pay the Company the Price for the Buyout Service in a timely manner and in full.
- 2.5.5. The Customer shall not have the right to use the Buyout Service to purchase any items or substances indicated in the List of Products Prohibited for Transportation, as well as any items or substances, the turnover of which is restricted or prohibited, as well as with the purpose of illegal actions/crimes.
- 2.5.6. The Customer may contact the Company's Support Service for any questions that arise in the course of receiving the Buyout Service by calling the number of the mobile operator in the Customer's country, a letter to the Company's email, a message in the chat.
- 2.5.7. The Customer may receive information on the progress of rendering the Buyout Service in the Meest China Personal Account.
- 2.5.8. The Customer may, as part of the Buyout Service (for additional fee), use the Company's supplementary services, the list of which is indicated on the website www.meest.cn/ in mobile application Meest China Android.
- 2.5.9. Before ordering a Product buyout (Buyout Service) the Customer agrees to familiarize with the rules and general terms of business of the Seller on its official website.

2.6. Conditions of Return and Exchange; Review of Claims

2.6.1. If the Customer cancels the Buyout Service at the stage of payment by the Company of the cost of the Product and before the stage of its delivery to the warehouse used by the Company in the PRC, the Company shall contact the Seller, for which purpose the Customer gives unconditional consent and instruction.

If the Seller agrees to take the Product back, the Company shall repay the Price of the Product to the Customer (net of the Company's Commission). If the Seller refuses to accept a Product returned, the Product shall be stored in the Seller's warehouse for 1 (one) months, during this period the Customer may pick it up by own efforts and expenses. If within 1 (one) months the Customer does not pick up the Product, it is disposed of, for which purpose the Customer gives unconditional consent and instruction. The Parties have agreed that in this instance, any losses, damage or harm to the Customer shall not be indemnified by the Company.

- 2.6.2. If the Customer cancels the Buyout Service at the stage after payment by the Company of the cost of the Product and the cost of delivery to the Company's warehouse in the PRC, the Price paid by the Customer shall not be repaid. In this instance, the Company notifies the Customer of the location of the Product purchased, which the Customer may pick up independently (by own efforts and expenses). The Parties have agreed that in this instance, any losses, damage or harm to the Customer shall not be indemnified by the Company.
- 2.6.3. If the Customer cancels the Buyout Service at the stage after the Product purchased by the Company arrives at the Company's warehouse in the PRC, the cost of delivery, the Commission and the cost of the Product shall not be repaid to the Customer. In this instance, the Company notifies the Customer of the location of the Product purchased, which the Customer may pick up independently (by own efforts and expenses) within 1 (one) months. If within 1 (one) months the Customer does not pick up the Product, it is disposed of, for which purpose the Customer gives unconditional consent and instruction. The Parties have agreed that in this instance, any losses, damage or harm to the Customer shall not be indemnified by the Company.
- 2.6.4. The Customer confirms the Customer's fullest understanding that the Company does not act as a seller of the Product, therefore the Company shall not have any obligations of the Seller towards the Customer related to the return of the Product and the repayment of funds for the Product to the Customer.
- 2.6.5. If the Company purchases the wrong Product, the Company shall execute a return of the Product to the Seller with full compensation to the Customer for the Price for the Buyout Service. Repayment to the Customer shall be made after the full repayment of the cost of the Product by the Seller to the Company. The Price paid by the Customer will be repaid to the Customer's Buyout Balance in the Meest China Personal Account. Repayment of funds to the card is governed by clause 1.7, Section I "Subject Matter" of this Agreement.
- 2.6.6. If the Company purchases the Product that turns out to be prohibited (according to the List of Prohibited Products and/or the List of Products Prohibited for Transportation by Postal/Courier Services), the Price of the Buyout Service shall not be repaid to the Customer, and the Product shall be subject to disposal, for which purpose the Customer gives unconditional consent and instruction.
- 2.6.7. If the Company purchases the Product, but does not take into account the Customer's comment when making the purchase, the Company may contact the Seller on its own account and, if the Seller accepts the return, execute the return of the Product.
- 2.6.8. All operations for the return/exchange of the Product shall be carried out in full compliance with the Seller's terms, including, but not limited to, the timing, procedure and amount of compensation. The Parties have agreed that in this instance, any losses, damage or harm to the Customer shall not be indemnified by the Company.
- 2.6.9. Any claims of the Customer are accepted by the Company by email to support@meest.cn, or in the Company's chat.

2.7. Limitation of Liability

2.7.1. The Parties have agreed that if the actual price of the Product on the website www.meest.cn/ in mobile application China Android when ordered by the Customer, differs

from the price in the online stores www.taobao.com, www.1688.com, www.taobao.com, www.tao

- 2.7.2. The Company shall not be liable for the quality of the Product and compliance of this Product with the Customer's ideas, as well as for any other parameters that are not specified in the online stores www.taobao.com, www.taobao.co
- 2.7.3. The Company shall not be liable for compliance of the Product with the parameters (Product name, color, size, other criteria and characteristics) specified in the online stores www.taobao.com, www.1688.com, www.taobao.com, <a href="
- 4.7.2. When completing a parcel with the Customer's Product in the PRC, the Company shall check only conformity of the Product in terms of its quantity, size and color indicated on the Product and in the Customer's order. The Company shall be liable only for the conformity of the nominal size declared on the Seller's website and the size of the Product, which is indicated on the labels, stickers or tags.

If obvious discrepancies are found in terms of configuration, size or color of the Product, the Company shall replace such Product only if the return and replacement of the Product is provided for by the Seller.

- 2.7.5. The Company may indemnify the Customer for losses upon application and only if the losses claimed by the Customer arise due to errors made by the Company's employees. Therewith, the amount of indemnity cannot exceed the Commission for the Company's service.
- 2.7.6. Repayment of funds to the Customer upon request (in cases provided for by this Agreement) shall be made by the Company only net of all commissions of banks and payment systems associated with the repayment of funds to the Customer.
- 2.7.7. Translation of the name/description of the Product and its characteristics, the list of which is contained on the website www.meest.cn/ in mobile application Meest China Android is made automatically (with the services Google Translate and Microsoft Bing). Claims regarding the incorrectness of translation (understanding by the Customer of the translation results) are not reviewed nor are accepted by the Company. Likewise, the Company shall not be liable for the Customer's erroneous choice of the Product as a result of such a translation, and the Company shall not indemnify the Customer for losses, damages or harm arising out of such circumstances.
- 2.7.8. The Product, upon receipt at the Company's warehouse in the PRC, shall be subject to general external inspection for conformity to the order (characteristics that constitute criteria for selecting the Product and are indicated on the Seller's website shall be checked) and for the absence of obvious defects. Such inspection is performed exclusively as part of the Standard Check service, which is assigned to all orders by default. If the Buyer independently cancels inspection of the Product through the Meest China Personal Account, the Company shall not be liable for the correctness of the purchase of the Product and its quantity.

The Company shall not check the genuineness of leather and fur, brand names, product quality (evenness of seams, glue residue, shades, etc.). This goes beyond the Company's responsibility.

In the event that the Customer, as part of the Buyout Service, wishes to conduct the operational check of the Product, the Customer may order the supplementary service "Photo Report".

2.7.9. If the selected characteristics of the Product and the comment of the Customer in the Meest China Personal Account do not match, then the priority shall be given to the characteristics of the selected Product and information on the Product on the Seller's website,

and the Customer's comment shall be deemed to be an indication of a possible replacement of the Product.

In the event that the characteristics of the Product specified in the Customer's comment do not constitute a criterion for selecting the Product (the Seller does not provide for the selection of such characteristics), the Product shall be sent for approval according to information on the Product provided by the Seller. The Product shall be purchased after confirmation by the Customer. If the decision of the Customer is not received within 5 days, the purchase of the Product shall be canceled by the Company unilaterally without any compensation to the Customer for any losses, damage or harm.

- 2.7.10. If at any stage of the delivery of the Product to the Company's warehouse in the PRC the Product is lost due to the Company's fault, the full Price thereof shall be repaid to the Customer. Repayment of the Price shall be made only if the Customer has a document that confirms payment for the Product and only within the cost of the Product declared by the Customer in the Meest China Personal Account, but in any case no more than 100 US dollars per Shipment.
- 2.7.11. When the Customer orders a Product that is prohibited for importation, the Company may refuse to render to the Customer the Buyout Service. In this case, the Customer's claims regarding the non-delivery of the Product or confiscation thereof shall not be accepted by the Company, nor shall the Price be repaid to the Customer. The Parties so agreed at the time of execution of this Agreement, consider this clause to be fair and made a commitment to comply therewith.

SECTION III. FORCE MAJEURE

3.1. Both Parties shall be released from liability for partial or complete non-performance of obligations under this Agreement, if such non-performance resulted from force majeure circumstances.

Force majeure (circumstances of insuperable force) shall mean extraordinary and inevitable circumstances that objectively make it impossible to perform obligations (both in full and in part) under this Agreement, including, but not limited to:

- war, threat of war, armed conflict or a serious threat of such conflict, including, but not limited to blockade, embargo, actions of foreign enemy, nation-wide military mobilization, hostilities, declared and undeclared war, military and anti-terrorist operations, public unrest, acts of terrorism, sabotage, piracy, civil commotion, foreign invasions, blockade, revolution, coup d'état, riot, insurrection, civil disorder, civil war, acts of civil disobedience, man-made disasters, nuclear disasters, pandemics, use of biological/bacteriological weapons;
- announcement of a state of emergency, public emergency, quarantine, curfew in the state;
- exceptional weather conditions, including, but not limited to, natural disasters, earthquakes, floods, tsunamis, tornadoes, severe storms, cyclones, hurricanes, frosts, freezing of the sea, freezing of straits, freezing of ports, freezing of passes, lightnings, fires, droughts, soil subsidences, landslides; heavy fogs, heavy snowfalls;
- annexation of territories, occupation of territories;
- prohibition (restriction) of exportation/importation, sanctions, embargo, closure of sea straits, closure of air zones/spaces for flight;
- expropriation, forced withdrawal of property, seizure of enterprises, requisition, public protest marches, blockade, strike, accident;
- unlawful criminal actions of third parties, which resulted in a fire, explosion, interruptions in the operation of transport, as well as other illegal actions of third parties that may affect the performance of obligations;
- changes in legislation of transit countries, sanctions, blocking/mining of ports/sea and river water areas and straits, changes in systems and currencies of payments between countries, changes in supply chains and/or systems;

- regulatory legal acts of public authorities and/or local government bodies, state laws that change the existing procedure of operation of any mode of transport, communications, banks or the procedure of performance of obligations under any foreign economic transactions.
- 3.2. A Party that has faced force majeure circumstances is required to immediately notify the other Party of the occurrence of such circumstances. If the Company faces force majeure circumstances, the Company shall notify the Customer to that effect by sending a message to the Meest China Personal Account (or by updating the status in the Meest China Personal Account) or to the Customer's email address indicated by the Customer upon registration in the Meest China Personal Account. If the Customer faces force majeure circumstances, the Customer shall notify the Company to that effect to email address support@meest.cn.
- 3.3. A document issued by an authorized body of the country in the territory of which such force majeure circumstances arose shall be a document confirming the occurrence of force majeure circumstances. The Parties have also agreed that if the Company faces force majeure circumstances, then a document confirming such circumstances can be issued not only to the Company, but also to a third party that has been engaged by the Company to perform obligations under this Agreement, and such a document shall be accepted by the Customer as a proof.
- If a force majeure event constitutes a fact of common knowledge (indisputable circumstances), then the provision of any documents confirming such force majeure event is not required (dispensation with the burden of proof).

If force majeure circumstances last longer than 6 (six) months, then either Party may repudiate this Agreement unilaterally. In this case, neither Party will be entitled to indemnity by the other Party for possible losses, damage or harm.

SECTION IV. DISPUTE SETTLEMENT; GOVERNING LAW

- 4.1. The Parties shall settle any disputes related to the performance of this Agreement through negotiations.
- 4.2. Should it be impossible to settle disputes through negotiations, such disputes shall be resolved under the current statutory procedure of Ukraine with the application of the statutory standards of Ukraine and in the territory of Ukraine.

SECTION V. CONFIDENTIALITY. PERSONAL DATA

- 5.1. Information and any data received from the Customer under this Agreement may be used by the Company solely for the performance of obligations under this Agreement.
- 5.2. The Customer gives full and unconditional consent to the Company to contact the Customer (by mobile phone, by email) to clarify any issues related to the provision of services by the Company to the Customer under this Agreement. The Customer additionally gives consent to the Company to use personal data provided by the Customer and their processing with a view to perform the Company's obligations under this Agreement.
- 5.3. The Customer confirms that the Customer understands to the fullest extent that the Company does not store the data of the Customer's bank cards, expiration dates of such cards, as well as CVV codes to such cards. All of the above data are stored in payment systems that are used to pay for the Company's services.
- 5.4. The Company does not have a database of personal data of customers, nor does the Company store or distribute such data.

SECTION VI. MISCELLANEOUS

- 6.1. Capitalized terms and definitions used in this Agreement are specific terms and definitions and shall have the meaning that is defined for them in this Agreement, both in the single and in the plural.
- 6.2. This Agreement shall be deemed concluded between the Parties at the time of registration of the Customer in the Meest China Personal Account (acceptance).

The Agreement shall be valid from the date of execution until the Parties perform their obligations under this Agreement in full.

The Company may amend this Agreement unilaterally. Such amendments shall be made by the Company without any additional notice to or the consent of or negotiation with the Customer.

In the event of amendments to the Agreement, the Company publishes a new version thereof (as amended) on the website www.meest.cn/ in mobile application Meest China Android. Amendments shall be deemed to have taken effect from the date of publication of a new version of the Agreement on the website www.meest.cn/ in mobile application Meest China Android.

The Company strongly recommends that the Customer, before making any new (repeated) order for the Company's services, familiarize with this Agreement on the website www.meest.cn/ in mobile application Meest China Android. Placement by the Customer of any new (repeated) order for the Company's services shall be regarded by the Company as a confirmation of familiarization and consent of the Customer with the amendments made by the Company to this Agreement and accession to such amendments.

- 6.3. The Parties confirm that the content of this Agreement does not conflict with the moral basis of society or civil law; the persons who have entered into this Agreement have civil capacity to the extent required; the declaration of intent of the Parties to the Agreement is free and conforms to their will; the Agreement is aimed at the real onset of legal consequences conditioned thereby; the Agreement does not disturb the public order; the Agreement has not been entered into as a result of an error, under severe circumstances or on extremely disadvantageous conditions; the Agreement has not been entered into under the influence of fraud, breach of trust or violence; the Agreement has not been entered into as a result of a malicious arrangement between a representative of one Party and the other Party; the meaning of all words, terms and definitions in this Agreement are understood by the Parties, and such understanding is consistent.
- 6.4. The Parties confirm that this Agreement conforms to their will and is concluded by them voluntarily without any influence of third parties. Persons who have entered into this Agreement are of sound mind and memory. The Parties confirm that the Agreement is concluded on the terms favorable for each of the Parties.

SECTION VII. DETAILS OF THE COMPANY

Trade 44 Sp. z o.o.

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