

Tmall.hk Merchant Service Agreement
Terms and Conditions
天猫国际商户服务协议
服务条款

By signing the Tmall.hk Merchant Service Agreement Service Order Form (the “**Service Order Form**”), you (“**Merchant**” or “**Party B**”) agree to be bound by all of the terms on the Service Order Form and the following terms and conditions.

正式签署“天猫国际商户服务协议服务订单”(下称“**服务订单**”)后，您（下称“**商户**”或“**乙方**”）同意接受服务订单及以下所有服务条款的约束。

Each of Party A (as defined in the Service Order Form) and Merchant shall hereinafter be referred to as the “**Party**” and collectively, the “**Parties**”). The Service Order Form and these Terms and Conditions together constitute the Tmall.hk Merchant Service Agreement (the “**Agreement**”).

甲方(定义见服务订单)和商户中的任何一方以下应称为“**一方**”，合称“**双方**”。服务订单及本服务条款合称“**本协议**”。

1. Agreement
协议

1.1 Agreement and Relevant Rules.
本协议及有关规则。

- (a) This Agreement together with all rules and policies (the “**Relevant Rules**”) relating to the use of the website <http://www.tmall.hk> (the “**Tmall.hk Website**”) published or to be published on the Tmall.hk Website constitute the entire agreement between the Parties.

本协议（包括其附件）及甲方在以下网站：<http://www.tmall.hk>（下称“**天猫国际网站**”）上已发布或将发布的任何有关使用天猫国际网站的规则（下称“**有关规则**”）将构成双方之间完整的协议。

- (b) The Relevant Rules shall be an integral part of this Agreement and shall have the same force and effect as this Agreement.
有关规则是本协议不可分割的一部分，与本协议具有同等法律效力。

- (c) Merchant agrees to abide by the terms and conditions set forth in this Agreement and all Relevant Rules when using the Services (as defined below).

商户在使用服务（定义见下文）的同时，同意遵守本协议及所有有关规则的条款及条件。

1.2 Amendment of Relevant Rules.
修订有关规则。

- (a) Party A shall have the right, in its sole discretion, to amend and restate any Relevant Rules from time to time (the “**Amended and Restated Relevant Rules**”) without notification to Merchant.
甲方有权自行酌定不时地修订及重述任何有关规则（下称“**经修订及重述的有关规则**”）并不需另行通知商户。
- (b) All Amended and Restated Relevant Rules shall become effective immediately upon its publication on the Tmall.hk Website.
所有经修订及重述的有关规则将于天猫国际网站上公布后即自动生效。
- (c) Merchant’s logging-in to the Tmall.hk Website and/or continuance of the use of the Services after the publication of the Amended and Restated Relevant Rules shall be deemed as consent on the part of Merchant to accept and be bound by the Amended and Restated Relevant Rules.
商户在经修订及重述的有关规则发布后登录天猫国际网站及/或继续使用服务应表示商户已接受经修订及重述的有关规则并同意受其约束。
- (d) In the event that Merchant does not agree to any of the Amended and Restated Relevant Rules, Merchant shall terminate this Agreement in accordance with the terms and conditions set forth in Clause 11 of this Agreement.
商户如不同意任何经修订及重述的有关规则，必须按本协议第 11 条所载之条款和条件终止本协议。

2. **Services** **服务**

Party A agrees to provide or cause the provision of, during the Term, the following services to Merchant (the “**Services**”):

甲方同意在协议期间内向商户提供或促使商户被提供以下服务（下称“**服务**”）:

2.1 Network Information Services. Party A shall provide or cause to be provided Merchant with the following network information functions and services:

网络信息服务。 甲方须向商户提供或促使商户被提供以下的网络资讯功能及服务:

- (a) **Product search;**
交易平台商品信息搜寻服务;
- (b) **Product listing;**
商品信息发布服务;

- (c) Contracting with other users of the Tmall.hk Website;
与其它天猫国际网站用户订立合同的服务;
- (d) Credit rating of other users of the Tmall.hk Website;
其它天猫国际网站用户的信用评价服务;
- (e) Participating in activities organized by Party A from time to time during the Term; and
在协议期间内参加甲方举办的活动的权利; 及
- (f) Any other network information services agreed to be provided by Party A from time to time during the Term.
甲方同意在协议期间内不时提供的其他网络资讯服务。

2.2 Sub-domain Services. 二级域名服务。

- (a) Party A agrees to provide or cause to be provided Merchant with a sub-domain under the domain name of the Tmall.hk Website held by it or its licensor to be used during the Term in accordance with the terms and conditions set forth in the Relevant Rules (the “**Sub-domain**”), provided, that the selection of the Sub-domain is subject to the prior approval of Party A and the use of the Sub-domain is governed by any Relevant Rules in relation to the use of sub-domain adopted and published by Party A from time to time. The ownership of the Sub-domain vests on Party A or its licensor, and Party A reserves its right to revoke or cancel the Sub-domain upon a complaint filed by a third party, and would thereafter allow Merchant to change for and use another Sub-domain; and
甲方同意向商户提供或促使商户被提供甲方或其许可方持有的甲方域名下一个二级域名（下称“**二级域名**”）在协议期间内根据有关规则所载之条款和条件的使用服务，但条件是，二级域名的选取受限于甲方的事先审批，且使用二级域名必须遵照甲方不时通过并公布有关二级域名使用的有关规则。二级域名的所有权归属于甲方或其许可方，并且甲方保留其在第三方提起投诉的情况下收回或撤销二级域名的权利、并允许商户更换及使用另一组二级域名；以及
- (b) Merchant acknowledges and agrees that Party A owns the Sub-domain. Party A shall have the right to revoke or cancel Merchant’s right to use the Sub-domain:
商户了解并同意甲方拥有二级域名的所有权。甲方有权：
 - (i) in view of any complaints received from third parties; or
根据第三方的投诉；或
 - (ii) for Party A’s own use,
甲方自用原因，and assign another secondary domain name for Merchant’s use.
收回或撤销二级域名，并指定另一组二级域名供商户使用。

- 2.3 Bulletin Board System (BBS). Party A shall provide or cause to be provided Merchant with a designated BBS space for Merchant's exclusive use for posting product listings on the Tmall.hk Website and collecting feedbacks from other users of the Tmall.hk Website relating to Merchant's products and services.

电子公告系统(BBS)服务。 甲方应向商户提供或促使商户被提供指定的BBS空间,供商户专门用于在天猫国际网站上发布商品信息,并收集天猫国际网站其他用户对其商品及服务的反馈。

- 2.4 Other Services. Party A may provide or offer to provide by itself or any third party Merchant with other products or services from time to time during the Term.

其他服务。甲方可在协议期间内不时经其或第三方向商户提供或允诺提供其他商品或服务。

3. **Conditions Precedent** 先决条件

- 3.1 Conditions Precedent. Party A's provision of Services is conditional upon the following conditions having been satisfied in full by Merchant:

先决条件。 甲方开通服务的前提条件是商户已完全满足以下所有条件:

- (a) Its execution of this Agreement;
其已签署本协议;
- (b) Its online acceptance of the Tmall.hk Website Terms of Service at the Tmall.hk Website;
其已在天猫国际网站上点击同意接受《天猫国际网站服务条款》的约束;
- (c) Its fulfillment of all the requirements for Merchant's store type as specified in "Tmall.hk Store Types and Requirements";
其符合《天猫国际店铺类型及要求》载列对商户所属的店铺类型的要求;
- (d) Its provision of all of the supporting documents set forth in "Tmall.hk Store Types and Requirements" for its relevant Store Type (the "**Supporting Documents**") to the satisfaction of Party A;
其已提供《天猫国际店铺类型及要求》所载列的店铺类型证明文件(下称“**证明文件**”)并满足天猫国际的要求;
- (e) Its payment of annual fees and deposit in full as set forth in Clause 6.1 and Clause 9.2 of this Agreement;
其已按本协议第6.1条及9.2条的规定全数支付年费及保证金;
- (f) Its execution of the "Alipay Service Contract" with Alipay.com Co., Ltd. for processing payment transactions on the Tmall.hk Website. The term "Alipay Service" refers to the Alipay software service system and its accompanying intermediary services for collecting payments from or making payments to buyers on behalf of Merchant.

其为在天猫国际网站上处理支付交易已与 Alipay.com Co., Ltd. 签署了《支付宝服务合同》。“支付宝服务”指支付宝软件服务系统及附随代表商户向买家代收代付的中介服务。

(the “**Conditions**”)

(下称“**先决条件**”)

3.2 **Waiver.** Party A may, to such extent as it thinks fit and is legally entitled to do so, at any time waive in writing any of the Conditions.

豁免。 在合法及其认为合适的前提下，甲方有权在任何时间以书面形式豁免任何先决条件。

3.3 **Conditions not Satisfied.** If any of the Conditions (which have not previously been waived by Party A) is not satisfied to the satisfaction of Party A, Party A shall not be obliged to make any of the Services available to Merchant.

不满足先决条件。 如商户不能符合并满足甲方要求的任何先决条件（且未经甲方事先豁免），甲方无义务开通任何服务供商户使用。

3.4 **Notification.** Upon Merchant’s satisfaction of all of the Conditions in full, Party A shall provide Merchant with a written confirmation of the satisfaction of the conditions (the “**Notice of Service Availability**”) and ensure that the Services will be available to Merchant for its use within fourteen (14) days upon the date of issue of Notice of Service Availability.

通知。 商户满足所有先决条件的，甲方应向商户提供一份先决条件均已被满足的书面确认（下称“**服务开通通知**”），并承诺将于发出服务开通通知后十四（14）天内开通服务给商户。

3.5 **Notification of Change.** During the Term, Merchant shall notify Party A, immediately upon knowledge, of any changes to the Supporting Documents provided to Party A. In the event that such changes would render Merchant unable to fulfill any of the Conditions, Party A shall have the right to terminate this Agreement immediately upon written notice to Merchant;

变更通知。 协议期间内，商户应在其知悉证明文件发生任何变更后及时通知甲方，如证明文件变更后导致商户不再符合任何先决条件，甲方有权以向商户发出书面通知的方式立即终止本协议；

3.6 **Additional Documents.** Party A shall have the right to check and review from time to time the Supporting Documents provided by Merchant and shall have the right to request Merchant to submit any additional documents as deemed necessary by Party A. Party A shall have the right to terminate the Agreement immediately upon written notice if Merchant fails to provide any of the additional documents requested by Party A;

其他文件。 甲方有权将对商户提供的证明文件进行不定时的抽查，并有权在其认为必要的情况下要求商户提供任何额外文件。如商户不能提供甲方要求的任何额外文件，则甲方有权向商户发出书面通知的方式立即终止本

协议；

- 3.7 Update. Merchant agrees to assume full liabilities for its failure to update any and all of the Supporting Documents with the relevant government authorities; and
资料更新。 商户同意为其未及时向任何有关政府机关更新其任何及所有证明文件的后果承担全部责任；及
- 3.8 True and Accurate. Merchant guarantees that any and all of the Supporting Documents submitted to Party A are true, accurate, valid, and not misleading. In the event that any dispute is arisen from any third party against Party A, or any penalty is imposed by any relevant government authority on Party A in connection with issues relating to the truthfulness, accuracy or validity of any of the Supporting Documents provided by Merchant, Merchant shall be solely liable for any such dispute or penalty and shall indemnify and hold harmless Party A and its affiliates, directors, employees, and agents from any and all losses and expenses incurred by Party A in connection with such dispute or penalty.
真实及准确。 商户保证其向甲方提供任何及所有的证明文件为真实、准确、有效及没有误导成份的。甲方如因商户所提供的任何证明文件的真实性、准确性或有效性问题而与任何第三方发生纠纷或被任何相关政府机关处罚，商户应当就该等纠纷或处罚独立承担全部责任，并赔偿甲方及其关联方、董事、雇员、代理人关于该等争议或处罚发生的任何及所有支出及损失，并使其免受损害。

4. Rights and Obligations of Party A

甲方的权利和义务

- 4.1 Maintenance. Party A shall at all times during the Term maintain the operation of the Tmall.hk Website as a whole.
平台维护。 甲方应在协议期间内维护整个天猫国际网站的正常运行。
- 4.2 Product Listing Type and Quantity. Party A shall have the right to, based on the description of business scope set forth in Merchant's business registration certificate (or the equivalent) and the description of Merchant's storefront on the Tmall.hk Website, make any decisions or adjustments to the type and/or quantity of product listings that Merchant is entitled to post on the Tmall.hk Website.
商品发布种类和数量。 甲方有权根据商户营业执照（或相当的文件）所载之经营范围以及商户在天猫国际网站对自己店铺经营范围的描述自行决定或调整商户于天猫国际网站有权发布商品的类目种类和数量。
- 4.3 Response. Party A shall, within a reasonable time, respond to any questions

or issues raised by Merchant in connection with matters related to transactions or account registration on the Tmall.hk Website.

回复。 对商户在天猫国际网站的与交易或注册有关的问题及反映的情况，甲方应在合理时间内作出回复。

4.4 Prior Review. Party A shall have no obligation to conduct any prior review of any of Merchant's transactions or matters related to Merchant's transaction on the Tmall.hk Website. However, in the event that:

事先审查。 甲方没有义务对商户在天猫国际网站的交易行为以及与交易有关的其它事项进行事先审查，但如存在下列任何情况：

(a) a third party notifies Party A of a suspected infringement of rights, or breach of this Agreement or any laws or Relevant Rules on the part of Merchant; or

第三方通知甲方，认为商户可能有任何侵权、违法或违反本协议或有关规则的情况；或

(b) Party A has reason to suspect that Merchant has infringed the rights of others, or is in breach of this Agreement, any laws or Relevant Rules,

甲方有理由认为商户可能有侵权或违法或违反本协议或有关规则的情况，

Party A shall have the right to conduct any relevant enforcement actions against Merchant, including but not limited to deleting any content posted by Merchant onto the Tmall.hk Website, imposing functional restrictions on Merchant's storefront, suspending the Services, in accordance with the provisions of the this Agreement or the Relevant Rules. Party A reserves the right to commence legal actions against Merchant for any and all legal liabilities that arise out of any unlawful acts, infringements of any legitimate rights of third parties, or breaches of this Agreement on the part of Merchant.

则甲方有权根据本协议或有关规则的规定对商户采取相关执行行动，包括但不限于删除商户在天猫国际网站发布的任何信息内容、对商户店铺实行服务功能限制或停止对该商户提供服务。甲方保留其就商户的违法行为、侵犯他人合法权益、或违反本协议约定的情况向商户提起法律程序的权利。

4.5 Review Rights. Notwithstanding Clause 4.4 of this Agreement, Party A shall have the right, from time to time, to review Merchant's transactions and registration data on the Tmall.hk Website. If Party A has reason to suspect that Merchant is in breach of this Agreement, any Relevant Rules or any relevant laws, Party A shall have the right to issue a notice for rectification to Merchant and carry out any relevant enforcement actions set forth in the Relevant Rules.

查阅权。 尽管本协议第 4.4 的规定，甲方有权对商户在天猫国际网站上的注册数据及交易行为不时进行查阅。若甲方有理由怀疑商户违反本协议、有关规则或相关法律法规的任何条款，甲方有权向商户发出要求改正的通知并

直接按有关规则的规定采取任何相关的执行行动。

- 4.6 **Publication.** In case of any breach of the relevant laws or the terms of this Agreement by Merchant, Party A shall have the right to publicize such breach on the Tmall.hk Website.

公布。若商户存在违法或违反本协议行为的，甲方有权在天猫国际网站公布商户的该等行为。

- 4.7 **Content Removal.** Party A shall have the right to delete any content or information uploaded by Merchant onto the Tmall.hk Website (the “**Uploaded Content**”) or take any relevant enforcement actions in accordance with the Relevant Rules if the Uploaded Content, in the opinion of Party A, amounts to any of the following:

信息删除。若商户在天猫国际网站发布的信息（下称“发布信息”）属于以下任何的信息，甲方将有权自行删除该发布信息及根据有关规则向商户采取相关的执行行为：

- (a) information intended for avoiding payment of Technical Service Fees (as defined below);
以规避技术服务费用（定义见下文）为目的的信息；
- (b) information intended for promoting one’s credibility or sales volume on the Tmall.hk Website in bad faith;
以在天猫国际网站上炒作信用、销量为目的的信息；
- (c) information which Party A reasonably believes as malicious or fraudulent in nature;
甲方有理由相信存在欺诈等恶意或虚假内容的信息；
- (d) information which Party A reasonably believes as irrelevant to the transaction(s) on the Tmall.hk Website;
甲方有理由相信与天猫国际网站上交易无关的信息；
- (e) information which Party A reasonably believes as a form of malicious bidding or interference of the Tmall.hk Website’s transaction order; or
甲方有理由相信存在恶意竞价或其它试图扰乱天猫国际网站正常交易秩序因素的信息；或
- (f) information which Party A reasonably believes as defamatory, libelous, threatening or harassing, obscene, objectionable, offensive, sexually explicit or harmful to minors;
甲方有理由相信信息为诽谤、中伤、恐吓或骚扰、猥亵、令人反感、有攻击性、色情或有害于未成年人的；
- (g) information which Party A reasonably believes as contrary to public interests or would seriously jeopardize Party A and/or other Tmall.hk Website users’ legitimate interests.
甲方有理由相信属违反公共利益或可能严重损害甲方和/或其它用户合法利益的信息。

- 4.8 License. Merchant hereby grants Party A a non-exclusive, transferable, worldwide, sub-licensable, and royalty-free license to use, copy, amend, rewrite, publish, translate, distribute, execute and exhibit any and all information Merchant has provided to Party A or uploaded onto the Tmall.hk Website solely for the purposes of this Agreement and not otherwise.
授权。 商户在此授予甲方非独家的、可进一步转让或授权的、全球性的及免许可费用的许可使用权利，使甲方有权(全部或部分地)仅以本协议的目的而非为其他目的而使用、复制、修订、改写、发布、翻译、分发、执行和展示商户提供给甲方或商户公示于其天猫国际网站的任何及所有信息。
- 4.9 Cookies. Party A shall have the right to use cookies on the Tmall.hk Website to identify Merchant's computer. Party A will allow companies that publish advertisements on the Tmall.hk Website web page to set up in or retrieve from Merchant's computer the cookies of the Tmall.hk Website. When Merchant logs on to the Tmall.hk Website, Party A may use cookies to provide Merchant with personalized services. Merchant may not be able to use certain Services if Merchant refuses Party A to use cookies.
小型文字档案“Cookies”。 甲方会在商户的电脑上设定或取用天猫国际网站的小型文字档案（俗称“cookies”）。甲方允许那些在天猫国际网页上发布广告的公司到商户电脑上设定或取用 cookies。在商户登录天猫国际网站时，甲方可使用 cookies 为商户提供个性化服务。如果商户拒绝甲方使用 cookies，商户将不能使用服务。
- 4.10 Assignment. Party A shall have the right to assign any and all of its rights and obligations under this Agreement to its affiliates.
转让。 甲方有权将本协议项下的任何及全部权利义务转让给其关联公司。
- 4.11 Updated Relevant Rules. Party A shall have the right at any time to amend, restate, add, or delete any Relevant Rules at its sole discretion.
修订有关规则。 甲方有权在任何时间自行修订、重述、增加、或删除任何有关规则。
- 4.12 Ownership of Data. Unless otherwise expressly agreed to in writing by the Parties, Party A shall own all rights, title, and interest, including but not limited to the copyright, ownership right and usage right of the webpages and any data or records derived from web transactions and browsing, in all data, records, information and materials of any kind, that Merchant may independently create, develop, prepare, or derived based on its operation on the Tmall.hk Website within the scope of this Agreement during the Term. Such data, records, information and materials include but are not limited to the entire content of texts, software, audios, pictures, videos, graphics, logos, layouts, designs, advertisements and promotional materials produced and all data generated on the Tmall.hk Website pursuant to this Agreement.
数据所有权。 除双方另作书面同意，甲方将持有任何商户于本协议范围

内在天猫国际网站上创建、开发、准备或针对其营运所衍生的数据、记录、资料及材料的权利，当中包括但不限于网页版权、及一切衍生的浏览和交易纪录及数据的持有权和使用权等所有的权利及其所有权及权益，其中包括但不限于为根据本协议产生的文字、软件、视像、图片、影片、图案、图形、版面设计、外观设计、广告及宣传物资、一切之信息及衍生的浏览和交易纪录及数据。

5. Rights and Obligations of Merchant 商户的权利及义务

5.1 No Misleading Descriptions. Merchant shall not post any misleading, incorrect, or inaccurate information related to its products onto the Tmall.hk Website. Merchant shall procure that all content and information relating to its products and services posted on the Tmall.hk Website (the “**Product Information**”) conform with the following:

如实描述。商户不能于天猫国际网站发布有关商品的任何误导性、不正确、或不准确的信息。 商户须促使发布到天猫国际网站的任何关于其商品和服务的内容及资料（下称“**商品资料**”）涵盖以下所有的标准：

- (a) Buyers of the Tmall.hk Website shall be able to view the Product Information (including but not limited to product descriptions and product images) directly on the webpage of the Tmall.hk Website;
天猫国际网站买家均可在该商品的详情页面上直接查看商品资料（包括但不限于文字描述、商品图片）；
- (b) Any and all information related to Merchant’s products, including but not limited to product details, product descriptions, shipping terms, supplemental items, shipping costs, communicated by Merchant to buyers via AliWangWang (阿里旺旺) shall be deemed as “Product Information” and shall not be misleading, incorrect, or inaccurate;
商户与买家在交易过程中利用阿里旺旺沟通并就商品作出的任何及所有信息，包括但不限于商品详情、商品描述、运输条款、邮费、发货情况、交易附带物件描述也属于商品资料。商品资料不能误导、不真确、或不准确；
- (c) Any problems or defects in the quality of Merchant’s products shall be accurately and not misleadingly described in the Product Information, otherwise Merchant shall be liable for any claims or disputes that arise out of issues relating to Merchant’s product defects and/or quality issues; and
商户有义务就商品本身存在的质量问题及/或瑕疵而引起的任何索赔及争议承担责任，除非商户已事先在商品资料中准确地及无误导性地进行了质量问题及瑕疵的描述； 及
- (d) Merchant shall not upload onto the Tmall.hk Website any pictures extracted, taken from, or used in magazines, official website(s), or

other advertisements without the authorization of the intellectual property owner of such pictures.

商户不能在没有相关知识产权所有人授权下在天猫国际网站上发布任何从杂志、官方网站、或其他广告摘录、取得或使用过的照片。

5.2 Undertakings. Merchant shall observe any and all undertakings made directly or indirectly to users of the Tmall.hk Website, including but not limited to undertakings made under this Agreement, the Relevant Rules and communications with buyers via AliWangWang.

遵守承诺。商户应当严格遵守通过各种方式直接或间接向买家作出的承诺，包括但不限于在本协议、有关规则项下以及通过阿里旺旺与买家沟通时作出的承诺；

5.3 Genuine Products Guarantee. Merchant shall guarantee that the products it sells on the Tmall.hk Website are genuine. In the event that a buyer:

正品保证。商户需保证其在天猫国际网站出售的商品均为正品。若买家：

(a) has reason to believe that the products he purchased and received from Merchant through the Tmall.hk Website:

有理由认为其在天猫国际网站购买并收到的商品为：

(i) are counterfeits,

假冒（包括盗版）商品；

(ii) do not conform with the material/ingredient descriptions represented by Merchant, or

不符合商户所作的材料/材质描述；或

(iii) are not the original products manufactured by or under the licence granted by the brand owner;

非品牌所有人生产或非品牌所有人授权生产的原厂正品，

(b) fails to reach a settlement agreement with Merchant;

与商户协商未果；

(c) validly files a claim for compensation to protect his interests (the “**Consumer Protection Claim**”); or that

发起针对商户的有效维权索赔（下称“**消费者保障索赔**”）；或

(d) or after reviewing the Consumer Protection Claim, Party A is of the view that the buyer’s Consumer Protection Claim is eligible,

甲方审核消费者保障索赔申请，认为索赔成立，

Merchant shall:

则商户同意：

i. refund to the buyer the actual payment made by the buyer in full for such products;

按照本协议之约定向买家退回其实际支付的商品价款；

ii. pay the buyer an additional fee amounting to 400% of the transaction amount in dispute; and

另外向买家支付实际支付商品价款百分之四百的金额；并

- iii. pay for the shipping fees for returning such products.
支付商品退回所需的运费。

The rules governing Genuine Product Guarantee are set forth in “Tmall.hk Website Rules Governing Genuine Products Guarantee”.
有关正品保证的规则载列于《天猫国际网站正品保证规则》。

5.4 Compensation in Advance.

先行赔付。

- (a) In the event that a buyer suffers any damages that arise out of Merchant’s failure to observe its obligation of Genuine Products Guarantee set forth in Clause 5.3 of this Agreement, Merchant hereby authorizes Party A to:

如因商户未履行本协议第 5.4 条提及的正品保证而导致买家权益受损的情况下，商户就此授权甲方：

- (i) make any judgments or decisions as to whether Merchant is liable to make any compensations for the Consumer Protection Claim, and

判定商户是否应依据消费者保障索赔履行赔付义务；及

- (ii) deduct from the Deposit (as defined below) an amount equivalent to the Consumer Protection Claim and compensate the buyer.

直接在保证金（定义见下文）中扣除消费者保障索赔的等额款项赔付给买家；

- (b) Merchant agrees that if Party A:

商户同意当甲方：

- (i) makes a deduction from the Deposit for a Consumer Protection Claim in accordance with Clause 5.4(a); or

按本协议第 5.4(a)条在保证金中扣除消费者保障索赔金额时，或

- (ii) makes any payment out of its own fund for a Consumer Protection Claim with respect to Merchant,

使用自有资金代商户向买家进行赔付时，

Merchant is deemed to have breached its obligations under Clause 5.3 of this Agreement and Party A shall have the right to take any relevant enforcement actions as it thinks necessary, including but not limited to terminating this Agreement immediately upon written notice to Merchant and/or claiming Merchant the same amount Party A paid out of its own fund for the Consumer Protection Claim.

商户即被视为违反本协议第 5.4 条的规定，甲方有权给予商户作出其认为需要的任何相关执行行为，包括但不限于向商户书面通知立即终止本协议及/或向商户索赔甲方使用自有资金赔付的消费者保障索赔的等额款项。

5.5 **Buyer Protection.**

消费者保障责任。

- (a) Merchant understands and agrees to use commercially reasonable efforts to protect the interests of buyers of the Tmall.hk Website. Merchant shall fulfill any and all to protect buyers' interest set forth in this Agreement (including but not limited to the provisions set forth in Clause 5 of this Agreement and the Relevant Rules);

商户明确了解并同意商户需按商业上合理的努力保障天猫国际网站消费者权益。商户需履行任何及所有本协议阐述商户应履行消费者保障的义务（包括但不限于本协议第 5 条及有关规则阐述的义务）；

- (b) Merchant shall use commercially reasonable efforts to cooperate with Party A and the buyer in any Consumer Protection Claim;

商户需尽商业上合理的努力积极配合甲方和买家处理消费者保障索赔；

- (c) Merchant shall provide any and all information requested by Party A pursuant to any Consumer Protection Claim, and Merchant shall ensure that such information is real, lawful, valid and not misleading; and

商户同意当甲方受理买家提出的消费者保障索赔申请时，在甲方要求的时间期限内提供相关资料，以证明与买家交易的商品不存在买家提出的问题或符合双方的约定，并保证所提交的证据材料真实、合法、有效及没有误导成份的；

- (d) Merchant understands and agrees that Party A shall have the right to announce on the Tmall.hk Website from time to time any new or amended obligations of consumer protection to be observed by Merchant, and Merchant shall agree to abide by any such new or amended obligations. In the event that Merchant disagrees with any such new or amended obligations, Merchant shall terminate this Agreement pursuant to Clause 11 of this Agreement. Merchant's continued use of the Services after the announcement of new or amended obligations of consumer protection shall be deemed as its irrevocable acceptance of such new or amended obligations.

商户了解并同意甲方有权在天猫国际网站不时公示新增的消费者保障义务或对原消费者保障义务内容进行修订。商户对任何新增或修订的义务若有异议，应当按本协议的第 10 条终止本协议，如在新增或修订的消费者保障义务公示后继续使用服务，则意味着商户不可撤销地接受该等新增或修订内容。

5.6 **BBS Management.** Merchant shall properly manage the BBS space assigned to Merchant and shall remove any information or content that breaches any laws, regulations, the Relevant Rules and this Agreement.

BBS 管理。 商户需有效管理其店铺专用的 BBS 空间，对其 BBS 出现的违反任何有关法律、法规规定、有关规则及本协议的信息予以立即删除。

5.7 Product Source Inspections.

商品来源检查。

- (a) Merchant shall cooperate with Party A's random inspections on the source of products sold (or to be sold) by Merchant on the Tmall.hk Website and comply with all Relevant Rules;
商户有义务接受甲方对其出售（或将售）商品是否具有合法进货来源作不定期检查及遵守所有有关规则；
- (b) Merchant shall retain on file any and all documentary proof that Merchant's products are originated from a lawful and legitimate source;
and
商户有义务保留其商品具有合法及正当进货来源的相关凭证；
- (c) In the event that Merchant failed to provide sufficient documentary proof to support that its products are originated from a lawful and legitimate source, Merchant agrees that Party A shall have the right to decide whether Merchant's products are sourced from a lawful and legitimate source in its sole discretion and take any relevant enforcement actions in accordance with the Relevant Rules.
若商户无法提供合法及正当进货来源凭证，商户同意，甲方有权根据实际情况对商品的真伪自行作出判断并根据有关规则的规定进行任何执行处理。

5.8 Product Quality Inspections. Merchant shall cooperate with Party A regarding any and all product quality inspections and tests carried out by Party A and/or an independent third party from time to time during the Term. Reports on the quality of Merchant's products shall be prepared by the independent third party, and Merchant shall not dispute the outcome or conclusions of such reports and shall be final. In the event that the reports have shown that Merchant's product suffers from serious quality defects or issues, Merchant shall bear the costs of the independent third party's inspection of products and preparation of the report.

质量抽检。 商户有义务接受并合作于甲方及/或甲方选择的独立第三方质检机构于协议期间内不时基于商品品质控制需求对其在售商品进行的质量抽检。其检测报告将由独立第三方机构出具，检测结果将为最终结果而商户对检测结果不能持有异议。对于经检测证明存在严重质量瑕疵或问题的商品，独立第三方机构的检测和报告费用由商户承担。

5.9 No Bribery. Other than payment of the Technical Service Fees, Merchant, its directors, officers or employees shall not offer, promise, give, authorize, solicit or accept to or from Party A, its directors, employees, or other third parties any undue pecuniary or other improper business or personal advantage of any kind (or imply that they will or might do any such thing at any time in the future) in any way connected with this Agreement.

不行贿受贿。 除缴付本协议所定的技术服务费外，商户、其董事、管理人员、或雇员不能以任何方式就本协议向甲方、其董事或雇员或其他第三方

提供、承诺、赠予、授权、招揽、或接受任何金钱或其他不正当的商业或个人好处（或暗示他们会或有可能在未来任何时候作出同样事情）。

- 5.10 Return Address in China. Merchant shall provide a designated shipping address in Mainland China for buyers to return any and all products purchased on the Tmall.hk Website from Merchant.

中国大陆境内退货地址。 商户需提供一个中国大陆境内的指定运货地址供买家退还任何于天猫国际网站上从卖家购买的商品。

6. **Deposit** 保证金

- 6.1 Deposit. Merchant shall deposit into a bank account designated by Party A (the “**Designated Bank Account**”) a sum of USD\$25,000 (the “**Threshold**”) as merchant deposit (the “**Deposit**”) within seven (7) days after executing this Agreement.

保证金。 商户需于签署本协议的七（7）天内把美金\$25,000元（下称“**额度**”）打进甲方指定的银行户口（下称“**指定银行户口**”）作为商户保证金（下称“**保证金**”）。

- 6.2 Adjustment. Party A shall have the right to make any adjustment to the Threshold and Party A shall notify Merchant by email as soon as practicable the sum of adjustment to be deposited. Merchant shall deposit the difference into the Designated Bank Account within fifteen (15) days upon receipt of such notice, otherwise Party A shall have the right to suspend the Services or terminate this Agreement immediately upon written notice to Merchant.

保证金金额调整。 甲方有权随时调整额度，并且甲方需以电子邮件通知的方式尽快通知商户需要存入的调整金额，如商户未能在收到通知后的十五（15）日内向指定银行户口补足保证金，则甲方有权立即以书面通知商户中止服务或终止本协议。

- 6.3 Management and Use. Party A shall have the right to manage and use the Deposit in the following manner:

保证金管理和使用。 甲方应有权以以下方式管理和使用保证金：

- (a) Unlawful Acts. If Merchant is in breach of any laws, regulations, policies, or promises and guarantees made to any buyer of the Tmall.hk Website and resulted in any damages to the buyer, Party A shall have the sole right and discretion to directly deduct money from the Deposit and compensate the buyer;

违法行为。 如商户违反任何相关国家的法律、法规、政策或违反其对买家的承诺致买家受损时，商户同意甲方有完全的权利根据甲方的判断，直接在保证金内划扣款项对买家进行赔付；

- (b) Breach of Agreement and Relevant Rules. If Merchant is in breach of this Agreement (including the Relevant Rules), Party A shall have the right to directly deduct an amount from the Deposit in accordance with the provisions of the Agreement and Relevant Rules to compensate buyers and/or Party A;
违反本协议及有关规则。 如商户违反本协议（包括有关规则），甲方有权根据本协议或有关规则的规定直接划扣保证金用以赔付甲方和/或天猫国际网站买家；
- (c) Breach of Agreement with Affiliates. If Merchant breached any of the agreement(s) it entered into with any affiliates of Party A and incurred damages to such affiliates, Merchant shall irrevocably grant Party A the right to directly deduct from the Deposit an amount necessary to compensate such affiliates. Neither Party A nor any of its affiliates shall have the obligation to notify Merchant in advance of such deduction or any liability that arises out of such deduction;
违反关联公司协议约定。 如商户违反其与甲方的任何关联公司之间的协议约定，且给前述主体造成经济损失的，商户不可撤销地授权甲方可以在保证金中划扣赔偿所需金额作为赔偿该关联公司之用。甲方与其任何关联公司无需为此提前通知商户或就该等划扣承担任何责任；
- (d) Threshold. In the event that the amount of Deposit falls below the Threshold due to any deductions made pursuant to this Agreement, Merchant shall restore the Deposit to the Threshold as soon as reasonably practicable. Party A shall have the right to issue a written notice to demand Merchant restore any shortfall of funds to the required Threshold and Merchant shall, within fifteen (15) days from the date of issue of such notice, deposit the shortfall of funds to the Designated Bank Account, failing which Party A shall have the right to terminate this Agreement immediately upon written notice to Merchant;
额度。 如保证金因本协议阐述的原因被扣除或部分扣除，导致保证金金额低于额度的，商户应尽快把相应的金额打至甲方指定银行账户以补足保证金。甲方有权通知商户补足所要求的额度，商户应在通知发出后的十五(15)日内将差额款项存入指定银行账户，逾期未补足的，甲方有权书面通知商户立即终止本协议；
- (e) Notification for Deduction. Party A shall provide Merchant with a written notice (including but not limited to by email, facsimile, system

message of the Tmall.hk Website) every time a deduction from the Deposit is made. The notice shall set forth the amount of Deposit deducted and the reason(s) for the deduction;

扣除通知。甲方每次扣除保证金，应以任一书面方式（包括但不限于电子邮件、天猫国际网站的站内信、传真等）通知商户。在向商户出具的书面通知中，应说明使用原因及使用金额；

- (f) Insufficient Funds. In the event that the Deposit is insufficient to pay for any compensation required to be paid pursuant to this Agreement, Merchant shall pay the shortfall amount directly to the relevant party. If for any reason:

不足赔付。如保证金不足赔付任何本协议要求商户支付的赔偿时，商户应自行向有关方直接支付不足的赔付金额。若：

- (i) Party A made a compensation payment to buyers exceeding the amount of Deposit in the Designated Bank Account at the time of such payments, or
如因故导致甲方向买家支付了超出指定银行户口在支付之时的保证金数额的款项，或
- (ii) Party A suffered a loss exceeding the amount of Deposit in the Designated Bank Account at the time of such loss,
甲方遭受的损失高于损失发生之时指定银行户口中的保证金余额，

Party A shall have the right to demand Merchant to indemnify Party A for any such excessive payment or loss, and Merchant shall restore the Deposit back to the Threshold within a time reasonably required by Party A, failing which Party A shall have the right to terminate this Agreement immediately upon written notice to Merchant. Party A reserves the right to pursue any other remedies required to recover such payment or loss from Merchant; and/or

则甲方有权要求商户偿付甲方任何该等超出部分的支出或损失，且商户应在合理的指定时间内按照甲方的要求补足保证金额度。如商户不能在指定的时间内补足，甲方有权单方面以书面通知商户终止本协议。同时甲方保留权利就已支付的金额或损失向商户追偿任何其他形式的补偿。

- (g) Return of Deposit. If:

保证金退还。若：

- (i) there have been no instances during the Term where Merchant was required to deduct any amount from the Deposit for making any compensation or payment to buyers or Party A for any breaches of this Agreement; and
协议期间内商户未有因违反本协议而被要求扣除保证金向甲方或消费者进行任何赔偿或支出的情形发生；及
- (ii) within three (3) months upon expiry of the Term there have

been no claims or disputes raised against Merchant by any buyer or third party,

至协议期间届满后三（3）个月内，商户未受到任何第三方投诉或发生交易纠纷，

Party A shall return the balance of the Deposit with no interest accruals to Merchant and deposit the sum into the bank account designated by Merchant within ten (10) working days after the expiry of three (3) months after the Term.

则甲方将在协议期间届满后的第三（3）个月届满后的十（10）个工作日内把保证金余额（不含应计利息）退还到商户指定的银行账户。

7. Representations and Warranties by Merchant

商户的陈述和保证

Merchant hereby represents and warrants to Party A that each statement contained in this Clause 7 is true, accurate, complete and not misleading in all respects, and will continue to be so until the expiry of the Term:

商户特此向甲方陈述和保证本协议第7条的陈述为真实、准确、完整及不具误导性，并且截至协议期间届满之日所有陈述始终为真实、准确、完整及不具误导性：

- 7.1 Lawful and Valid Information. The information provided by Merchant to Party A for account registration is true, accurate and valid. Contact information such as e-mail address, telephone number, address, postcode, and etc. is all valid and secure, and Party A and users of the Tmall.hk Website shall be able to contact Merchant using such contact information;

合法有效资料。 商户向甲方提供的注册资料是真实、准确、有效的，并保证其诸如电子邮件地址、联系电话、联系地址、邮政编码等内容的有效性、安全性，保证甲方及天猫国际网站其他用户可以通过上述联系方式与商户进行联系；

- 7.2 Authorization. Merchant has all requisite power and authority to execute and deliver the Agreement and to carry out and perform its obligations thereunder. All action on the part of Merchant (and, as applicable, its officers, directors and shareholders) necessary for the authorization, execution and delivery of the Agreement, and the performance of all obligations of Merchant, has been taken or will be taken prior to the execution of this Agreement. This Agreement has been duly executed and delivered by Merchant. This Agreement will be valid and legally binding obligations of Merchant, enforceable against Merchant in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of Party A's rights generally, and (ii) as limited by any laws relating to the availability of specific

performance, injunctive relief, or other equitable remedies; and
授权。 商户拥有所有签署及交付本协议及履行本协议阐述的所有义务的
必要权力和授权。 商户（及其管理人员、董事及股东，如适用）已完成或
将于签署本协议前完成商户签署、交付本协议及履行本协议阐述的义务所
需的所有行动。 本协议已由商户适当签署并交付。 本协议有效并对商户具
法律约束力，可按其条款的规定向商户强制执行，除非本协议的执行力受
限于（i）任何适用的破产、重组、资产冻结、或任何其他影响甲方的整
体执行能力的法律安排，及（ii）任何影响强制履行令、禁制令、或其他
衡平法上的权利的执行； 和

- 7.3 **No Bribery.** Merchant, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted to or from Party A, its directors, employees, or other third parties any undue pecuniary or other improper business or personal advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with this Agreement.

不行贿受贿。 商户、其董事、管理人员或雇员没有以任何方式就本协议向甲方、其董事、雇员或任何第三方提供、承诺、赠予、授权、招揽、或从前述人士处接受任何金钱或其他不正当的商业或个人好处（或暗示他们会或有可能在未来任何时候作出同样事情）。

8. **Covenants of Merchants**

Merchant hereby makes the following covenants to Party A:
商户现向甲方作以下保证：

- 8.1 **Abide by Relevant Rules.** Merchant shall at all times during the Term abide by the terms and conditions of this Agreement and all Relevant Rules published or to be published on the Tmall.hk Website;

遵守有关规则。 商户将在协议期间内的任何时间遵守本协议以及所有已公示或将公示于天猫国际网站的任何有关规则及其相关流程；

- 8.2 **Rights to Sell.** Merchant has the right to post the product listings and sell the products it posted on the Tmall.hk Website. Merchant shall not infringe the legitimate rights of any third parties, including but not limited to the intellectual property rights, property ownership rights of any third parties;

合法销售权。 商户对其发布于天猫国际网站的交易信息中所涉商品有合法的销售权，并承诺拥有合法的权利和资格向天猫国际网站上传有关商品销售信息并进行销售，且前述行为未对任何第三方合法权益，包括但不限于第三方知识产权、物权等构成侵害；

- 8.3 **Principle of Honesty.** Merchant shall (i) observe the principle of honesty in using the Service, (ii) not conduct any acts of unfair competition in any and all transactions on the Tmall.hk Website, and (iii) not maliciously or dishonestly

disrupt or interfere with the operation of transactions on the Tmall.hk Website;
诚实信用原则。 商户应(i)在使用服务时遵守诚实信用的原则,(i)不在天猫国际网站上的任何及所有交易过程中采取任何不正当竞争行为,及(iii)不恶意或不诚实地扰乱天猫国际网站上交易的正常秩序;

8.4 Compliance with Law. Any and all of its acts in using the Services are in compliance with any and all applicable laws and regulations. Merchant shall be solely liable for all legal liabilities that arise out of its breach or violation of any and all applicable laws and regulations;

合法。 商户保证其使用服务时实施的所有行为均遵守任何及所有适用法律及法规。如有违反任何有关法律或法规而导致任何相应的法律后果,商户将独立承担所有其相应的法律责任;

8.5 Alipay Service. Merchant shall only use the Alipay Services offered by Alipay.com Co., Ltd. and/or any of its affiliates as the means of payment for any and all transactions concluded on the Tmall.hk Website;

支付宝服务。 商户只接受有 Alipay.com Co., Ltd.及/或其关联公司提供的支付宝服务作为其在天猫国际网站达成任何及所有交易的支付工具;

8.6 Use of Data. Merchant shall not, without the prior written approval of Party A, use any data or information on the Tmall.hk Website for any purposes unrelated to its use of the Services, including but not limited to duplicating, distributing, or disclosing to other persons the data or information published by other users of the Tmall.hk Website;

数据利用。 商户在未经甲方事先书面批准的情况下不对天猫国际网站上的任何数据作无关其使用服务的商业性利用,包括但不限于在复制、传播或向他方披露等方式使用在天猫国际网站上其他用户展示的任何资料;

8.7 Use of Intellectual Property Works. Merchant shall not, without the prior written approval of Party A, utilize Party A's or other users' intellectual properties or data for any purposes unrelated to its use of the Services, including but not limited to using or duplicating the trademark, design, domain name, website address or proprietary works of Party A on the Tmall.hk Website;

知识产权作品使用。 商户在未经甲方事先书面批准的情况下不对天猫国际网站上任何属于甲方或其他天猫国际网站用户之知识产权作品或资料作任何无关其使用服务的商业性利用,包括但不限于使用或复制甲方之商标、图案、域名、网址、或于天猫国际网站上的版权作品;

8.8 Avoiding Payment of Technical Service Fees. Merchant undertakes that it will not use any means or measures, including but not limited to expressly or implicitly persuading any buyers of the Tmall.hk Website, to:

规避技术服务费。 商户承诺其不会采取任何手段或措施,包括但不限于明示或暗示天猫国际网站任何用户,

- (a) transfer or relocate any and all of its transactions on the Tmall.hk Website to anywhere outside of the Tmall.hk Website; or
通过其他方式转移其可以通过天猫国际网站在线达成的交易，或
- (b) collect payments from buyers for transactions on the Tmall.hk Website using any payment services other than Alipay Service,
在天猫国际网站达成交易后不經由支付宝服务收取交易金额，

to avoid or evade payment of any Technical Service Fees to Party A. Any such act set forth above committed by Merchant shall be deemed as a material breach of this Agreement and Party A shall have the right to (i) terminate this Agreement immediately, (ii) deduct from the Deposit directly to recover any direct or consequential damages suffered, and (iii) pursue any other remedies reasonably necessary against Merchant;

以规避向甲方支付相关技术服务费，否则将视为严重违约，而甲方则有权（i）立即终止本协议，（ii）将其保证金直接划扣以补偿其所遭受的任何直接或间接损失，及（iii）就其损失向商户追偿任何其他形式的补偿；

8.9 **Published Information.** All information posted by Merchant on the Tmall.hk Website is true, accurate and in compliance with any and all relevant laws and regulations of relevant countries and the Relevant Rules; and
信息发布。 商户发布于天猫国际网站上的所有信息为真实、准确，符合所有有关国家的相关法律法规及所有有关规则；和

8.10 **Delivery of Goods.** Merchant shall deliver the goods sold on the Tmall.hk Website in such mode, at such expense and on such terms and conditions as agreed upon with the buyers. Merchant shall not require Party A and Party A shall not be obligated to advise on, arrange for or otherwise assist in the delivery, shipping or otherwise conveyance of any goods sold on the Tmall.hk Website. Party A shall not be liable to Merchant, buyers or any third parties for any claims in connection to the delivery, shipping or otherwise conveyance of any goods sold on the Tmall.hk Website.

商品交付。 商户应根据其与买家约定的方式、费用及条款与条件交付其在天猫国际网站上销售的商品。商户不得要求甲方、且甲方亦无义务对商户在天猫国际网站上所销售的任何商品的交付、运送或运输提出建议、进行安排或以其他方式提供协助。甲方对商户、买家或任何第三方就其有关天猫国际网站上所销售的任何商品的交付、运送或运输的索赔不负任何责任。

9. Fees 费用

9.1 **Technical Service Fees.** Merchant shall pay technical service fees to Party A (or any of Party A's affiliates) for its use of the Services (the "**Technical Service Fees**"). The Technical Service Fees consist of two parts: "**Annual Fee**" and "**Real-Time Transaction Fee**". Technical Service Fees charged by Party A are exclusive of any taxes, duties or other governmental levies or any

financial charges. Merchant shall pay and be responsible for any taxes, duties, governmental levies or financial charges for the use of the Services in addition to the Technical Service Fees. In the event that Party A is required by any applicable law to collect or withhold any taxes or duties, Merchant shall pay any such taxes or duties to Party A in addition to the Technical Service Fees.

技术服务费。 商户同意， 就其使用的服务向甲方（或任何甲方的关联公司）支付技术服务费（下称“**技术服务费**”）。技术服务费包含两部分：“**年费**”及“**实时划扣费**”。甲方征收的技术服务费不包含任何税项、关税、政府征费或其他财务费用。除了技术服务费外， 商户需自行支付任何因使用服务而产生的的任何说项、关税、征费或财务费用。若甲方因任何有关法律的原因须向商户收取或预扣任何税项或征费， 商户需向甲方支付除了技术服务费外的该等税项或征费。

9.2 Annual Fee. Merchant shall pay to Party A a designated sum of Annual Fee for its operating category on the Tmall.hk Website as set forth in the Service Order Form in accordance with the “Tmall.hk Standards of Fees”.

年费。 商户需根据服务订单载列的并参照“天猫国际资费标准”的年费表按其运营类目向甲方支付相关年费。

(a) Terms of Payment. Merchant shall pay the Annual Fee to Party A in accordance with the terms of payment set forth in Clause 10.1 of this Agreement.

支付条款。 商户需按照本协议第 9.1 条的规定向甲方支付年费。

(b) Calculation. The Annual Fee covers a period from January 1 to December 31 of a calendar year during which the Services commence. Party A may return the Annual Fees for:

计算。 年费的覆盖期间是服务开通所在自然年的 1 月 1 日至 12 月 31 日。甲方或会退还：

(i) the calendar months before the Services have commenced;
服务开通前的所有自然月年费；

(ii) the first calendar month during which the Services have commenced; and
服务开通的第一个自然月年费； 及

(iii) the calendar months following the termination of Services for reasons not attributable to any defaults of Merchant
服务在商户没违约或违规的前提下提前终止后的自然月年费

(the “**Unused Annual Fee**”). The Annual Fee for the first calendar month during which the Services have commenced is waived.

（下称“**未履行服务年费**”）。服务开通第一个自然月免当月年费。

For Example: If the Services commence on June 1, 2014, and the

Merchant's Annual Fee is USD\$5,000, the Annual Fee to be returned shall be calculated as follows:

范例: 若服务在 2014 年 6 月 1 日开通, 而商户支付的年费是 5,000 美元, 则被退还年费将按以下方式计算:

Returned Annual Fee = [5 x (5000/12)] + [1 x (5000/12)]
被退还年费

Note:

注:

- (i) 5 refers to the number of calendar months of Unused Annual Service Fee (i.e. from January 1 to May 31);
5 指未履行服务年费的自然月数目 (即 1 月 1 日至 5 月 31 日);
 - (ii) 1 refers to the first calendar month (i.e. June 1 to June 30) during which the Annual Fee is waived; and
1 指豁免了第一个自然月 (即 6 月 1 日至 6 月 30 日) 年费; 及
 - (iii) (5000/12) refers to the average Annual Fee per month.
(5000/12) 指年费的自然月平均费用。
- (c) **Return.** Party A shall return the appropriate portion of the Annual Fee to Merchant within fourteen (14) days after the expiry of the Term. However, no Annual Fees will be returned to Merchant if Party A terminates this Agreement for Merchant's breach of Relevant Rules or falsification of its identity and/or any Supporting Documents submitted to Party A.
退还。 甲方需于协议期间终止后的十四 (14) 天内把适当部分的年费退还给商户。但商户因违反有关规则或其资质及/或任何证明文件造假而被甲方终止本协议的, 甲方不返还年费。
- (d) **Set-off.** Unused Annual Fee may be used to set off the Annual Fee for an extension of the Term of the Agreement.
抵消。 未履行服务年费可以抵扣延长协议期间的年费;
- (e) **Multiple Registrations.** In the event that Merchant has registered for more than one category of product registration, the highest Annual Fee for the registered categories shall apply.
跨类目入驻。 商户跨类目入驻, 适用就高原则, 年费按最高金额类目缴纳。

9.3 **Real Time Transaction Fees.** The Real Time Transaction Fees shall be calculated at a certain rate of the transacted amount through Alipay between Merchant and buyers of the Tmall.hk Website (the "**Rate**") and deducted

real-time via Alipay Services from the transacted amount in each transaction between Merchant and buyers. The Rate applicable to Merchant is set out in the Service Order Form in accordance with the “Tmall.hk Standards of Fees” based on Merchant’s operating categories on the Tmall.hk Website. If Merchant operates more than one operating categories, the higher Rate shall apply.

实时划扣费。 实时划扣费以商户与天猫国际网站买家通过支付宝成交金额的指定费率计算，并在商户和买家的每一笔交易的交易额中通过支付宝服务实时划扣。商户的适用费率为服务订单上载列并按商户的经营类目并参照“天猫国际资费标准”载列的费率而定。若商家跨类目经营，适用费率以较高的为准。

10. Terms of Payment

付费条款

10.1 Annual Fee. Merchant shall pay the Annual Fee on a lump sum basis to the Designated Bank Account within seven (7) days after its execution of this Agreement. The Services will only be made available after Merchant has paid the Annual Fee in full.

年费。 年费应由商户在签署本协议后七（7）天内一次性汇款至指定银行账户。年费全额支付后，服务方可开通。

10.2 Real Time Transaction Fees.

实时划扣费。

(a) The amount for each transaction concluded by Merchant with buyers on the Tmall.hk Website as recorded by the system of Alipay Service shall serve as the basis for calculating the Real Time Transaction Fees.

实时划扣费以商户与天猫国际网站买家达成每笔交易的交易额为基数。交易额以支付宝服务系统记录的商户支付宝交易额为准。

(b) In the event that a buyer filed an online application for refund and returned the purchased product(s) to Merchant, upon verification of the application, Party A shall return to Merchant the Real Time Transaction Fee deducted from the relevant transaction. However, no refunds of Real Time Transaction Fees will be made if refund applications are filed offline, regardless of what evidence Merchant adduced to demonstrate or prove that the relevant transaction(s) and product(s) are refunded and returned to Merchant.

如买家在线申请退货并把货物退还，而甲方证实该申请属实，甲方将向商户退还因此退货交易而支付的实时划扣费。 商户就退货线下退款的，无论商户提供何种证据证明退货相关的退款确实发生，甲方均不退还实时划扣技术服务费。

11. Term and Termination

协议期限及终止

- 11.1 Term. Unless terminated earlier pursuant to the terms of this Agreement, this Agreement shall be effective from the date this Agreement is duly executed by both Parties (the “**Effective Date**”) and remain valid until December 31, 2014 (the “**Term**”).

协议期限。除非依据本协议的条款提前终止，本协议自各方签署之日起生效（“**协议生效日**”）至2014年12月31日为止（“**协议期间**”）。

- 11.2 Termination for Convenience.

提前终止。

- (a) Either Party may terminate this Agreement by providing a thirty (30) day prior written notice to the other Party.

协议任何一方均可以提前三十(30)天书面通知的方式终止本协议；

- (b) Merchant may apply for the termination of this Agreement online by clicking the “Confirm Termination” button on the relevant webpage on the Tmall.hk Website, Merchant is deemed to have provided a written notice of termination to Party A.

如商户通过天猫国际网站在线点击“确认退出”按钮申请终止本协议，商户将被认定为已提交书面通知终止本协议。

- 11.3 Termination for Cause.

因故终止。

- (a) If Merchant breaches any Relevant Rules, obligations, undertakings, representations or warranties under this Agreement, Party A shall have the right to terminate this Agreement immediately upon written notice to Merchant and take the relevant enforcement actions in accordance with the Relevant Rules and this Agreement;

如商户违反任何有关规则或本协议项下的任何义务、承诺、陈述或保证，甲方有权即时以书面通知商户终止本协议，且按有关规则和本协议对商户采取相关的执行行为；

- (b) In the event that Merchant on the Tmall.hk Website:

如商户在天猫国际网站：

- (i) sold any products which infringed the intellectual property rights of any third party;

销售侵犯任何第三方知识产权的商品；

- (ii) sold second-hand products; or

销售二手商品； 或

- (iii) received a considerable number of complaints from third parties with regards to its products or service quality,

被第三方多次投诉其商品质量或服务 quality，

Party A shall have the right to retain the Deposit in part or in full and terminate this Agreement immediately upon written notice to Merchant; 则甲方有权立即以书面通知商户终止本协议，还有权不退还部分或

全部保证金或未履行服务年费。

- (c) Unless otherwise agreed in this Agreement, in the event of any breach of this Agreement by either Party, the non-breaching Party may provide the breaching Party with a written notice to require the breaching Party to cure the breach within a reasonably designated time and claim damages against the breaching Party for any loss suffered as the result of the breach. If the breaching Party fails to cure its breach within the designated time, the non-breaching Party shall have the right to terminate this Agreement immediately upon notice in writing.

除非本协议中另行约定，如任何一方发生任何违约事件，非违约方应向违约方发出书面通知，要求违约方在其指定的合理期限内纠正违约行为，并就其因违约行为遭受的任何损失向违约方提出索赔。如违约方未能在指定期间内纠正违约行为，非违约方应有权以书面通知立即终止本协议。

- 11.4 **Log-in.** If Merchant failed to log-in to the Tmall.hk Website using its account and password within ninety (90) days of receipt of the Notice of Service Availability, Party A shall have the right to terminate this Agreement immediately upon written notice.

登入。 商户在收到服务开通通知后九十（90）天内未以服务账户及密码登录天猫国际网站的，甲方有权以书面通知商户即时终止本协议。

- 11.5 **Payment.** In the event that Merchant fails to pay any Technical Service Fees in time or in accordance with the provisions of this Agreement due to any faults not attributable to Party A, Party A shall have the right to terminate this Agreement immediately upon written notice.

费用支付。 如非因甲方的原因，商户未能按本协议及附件之规定，按期全额支付有关服务费用和/或活动费用，且在甲方规定的时限内仍未支付，甲方有权部分或全部以书面通知即时中止或终止本协议。

- 11.6 **Post Termination Matters.**

协议终止后事项处理。

- (a) Party A shall have no obligation to maintain any data or information relating to Merchant's account with the Tmall.hk Website or forward any such information to any third parties. Party A shall assume no liability to Merchant or any third parties in connection with the termination of this Agreement.

本协议终止后，甲方没有义务为商户保留服务账户中或与之相关的任何资料或信息，或转发任何信息给任何第三方，亦不就终止本协议而对商户或任何第三方承担任何责任；

- (b) Regardless of the reason for termination of this Agreement, Merchant shall remain fully and solely liable for any liabilities that arise out of its acts prior to the termination of this Agreement.

无论本协议因何原因终止，在协议终止前的行为所导致的任何赔偿和责任， 商户必须完全且独立地承担；

- (c) During the Term and after the expiry of Term or Termination of this Agreement, Party A shall have the right to retain and use Merchant's any and all registration data and transaction records on the Tmall.hk Website.

在协议期间内及协议期间届满或本协议终止后，甲方有权保留并使用商户所有的天猫国际网站注册数据及交易行为记录；

- (d) Prior to the termination of this Agreement:

本协议终止之前：

- (i) if Merchant posted product listings on the Tmall.hk Website but no transaction for these products have been made, Party A shall have the right to delete any and all information relating to such products after the termination of this Agreement; or

商户已经上传至天猫国际网站的商品信息尚未达成交易协议的，甲方有权在本协议终止后删除此项商品的任何及全部相关信息；或

- (ii) if Merchant entered into any transaction with buyers on the Tmall.hk Website, Party A shall have the right and discretion to not cancel such transaction after the termination of this Agreement. Party A shall have the right to notify the buyer of the transaction of the termination of this Agreement;

商户已经与另一天猫国际网站买家就某商品信息达成交易协议的，甲方有权自行决定不取消该项交易。但甲方有权将本协议终止的情况通知该交易中的买方；

- (e) Upon notification of termination pursuant to the terms of this Agreement, the termination procedures of Merchant's storefront on the Tmall.hk Website will commence immediately, and Merchant shall settle all transaction related disputes, accounts and invoices matters within thirty (30) days of the commencement of the termination notice.

商户店铺在甲方作出终止本协议时立即进入退出流程，商户必须在终止通知开始后的三十（30）天内完成处理交易纠纷以及与甲方之间的账务、发票结算事宜；

- (f) If, during the Term, this Agreement is terminated not due to any defaults attributable to Merchant, Merchant shall have the right to apply to Party A for a refund of Unused Annual Fee (if any) to its designated bank account. Where this Agreement is terminated otherwise, no Unused Annual Fee will be refunded.

如在协议期间内，非因商户违约或过错导致本协议终止，则商户有权申请要求甲方退还未履行服务年费（如有的话）至商户指定的银行账户。其他情况下本协议发生终止的，未履行服务年费不予退还。

12. Confidential Information 信息保密

12.1 Confidential Information. “Confidential Information” shall refer to any and all information provided by one Party to the other Party, including but not limited to product plans, clients, design, cost, products and services, price, financing, promotion scheme, commercial opportunities, staff, product R&D information, while such information is (i) explained as “confidential” when disclosed orally or marked as “confidential” when disclosed in writing, and made into a simplified version of a summary to be sent by the disclosing Party to the receiving Party within thirty (30) days of the date of disclosure; or (ii) to be understood as confidential in nature by anyone using reasonable commercial judgment.

保密信息。“保密信息”指的是一方向另一方提供的所有信息，包括但不限于产品计划、客户、设计、成本、产品及服务、价格、融资、推广计划、商业机会、员工、产品研究及开发信息等。该等信息：(i) 在口头披露时说明是“保密”的或在书面披露时注明是“保密”的，并简化成概要版从信息披露当天的 30 日内从披露方发送到接收方的；或 (ii) 任何人通过合理商业判断将理解为保密信息的。

12.2 Confidentiality Obligation. One Party (as the receiving Party) agrees to adopt the strictest confidential measures to protect the Confidential Information of the other Party (as the disclosing Party). Except for the performance of this Agreement, or for the knowledge of staff or contractors of the receiving Party who have to be informed of the performance of this Agreement and who have entered into a confidentiality agreement with the receiving Party of the same obligations under the confidentiality terms of this Agreement, Confidential Information may not be used for any other purposes. The receiving Party shall take all reasonable measures, including but not limited to taking at least the same measures as it would for protection of its own Confidential Information and highly sensitive information, as to protect the Confidential Information of the disclosing Party from exposure to unauthorized use or casual disclosure. However, the receiving Party shall not be deemed to have breached this Agreement for its disclosure of the disclosing Party’s Confidential Information under the following circumstances:

保密义务。一方（作为接收方）同意对另一方（作为披露方）的保密信息采取最严格的保密措施。除用于履行本协议，或接收方的员工或承办商在必须了解保密信息来履行本协议并与接收方签订与本协议保密条款同等义务的保密协议外，不得以其他目的使用保密信息。接收方应采取所有合理措施，包括但不限于至少采取接收方保护其自有保密信息和高度敏感信息时采取的措施，以保护披露方的保密信息免于被未经授权使用或无意披露。此外，接收方在以下情况下披露披露方的保密信息不视为违反本协议：

- (i) Disclosure made in response to a valid order by a court or other governmental or regulatory body, provided that the receiving Party shall provide reasonable notice to the other Party to enable the other Party to

challenge the order;

法院或其他政府部门或监管机关的有效的指令要求的披露，前提是接收方需合理地通知另一方以容许另一方能够就有关指令提出异议；

(ii) Disclosure made to professional, legal or financial advisers subject to confidentiality undertakings; or

在保密的情况下向专业法律顾问或财务顾问披露；或

(iii) Disclosure made at the request of relevant securities laws and regulations.

依据有关证券法要求作出披露。

12.3 Exceptions. “Confidential Information” shall not include:

除外。 “保密信息”不包括以下信息：

(a) Information known to the public in general not due to any defaults of the receiving Party or any of its agents;

非因接收方或其任何代表的过错而为公众普遍知晓的信息；

(b) Information obtained legally by the receiving Party from third parties without any obligation to maintain the information as proprietary or confidential at or subsequent to such time the Confidential Information was obtained; or

接收方合法地从取得保密信息之时或之后不负有保密义务的第三方得到的信息；及

(c) Information already in the possession of the receiving Party without breaching any confidentiality obligations prior to its receipt of the same from the disclosing Party.

接收方从披露方接收信息前已在没有违反任何保密责任的情况下知晓的信息。

12.4 Clause 12 of this Agreement shall be effective throughout the Term and shall continue to be effective for a period of one (1) year from the expiration or termination of this Agreement.

本协议第 12 条的规定在协议期间内有效，并于本协议届满或终止后的 1 年内继续有效。

13. **Legal Status of Party A**

甲方的法律地位

The Tmall.hk Website is merely a platform enabling users to source for trading partners, carry on negotiations for transactions in relation to goods and services, obtain other kinds of trading services and complete transactions. Party A’s execution of this Agreement does not purport Party A to become a party to any transaction between Merchant and any party on the Tmall.hk Website; Party A provides only technical services for the transactions aforesaid, and does not expressly or impliedly warrant (i) the legitimacy and validity of

Merchant and buyers' acts or conduct on the Tmall.hk Website; or (ii) the authenticity, legitimacy, quality or validity of the products sold on the Tmall.hk Website, and disclaims any and all liabilities in relation thereto. Party A shall not be responsible for the delivery, shipping or conveyance of any products sold on the Tmall.hk Website.

天猫国际网站仅作为用户物色交易对象，就货物和服务的交易进行协商，获取各类与贸易相关的服务以及完成交易的地点。甲方签署本协议并不意味着其成为商户在天猫国际网站上与第三方所进行交易的参与者，对前述交易甲方仅提供技术服务，不对(i) 商户和买家在天猫国际网站上的行为的合法性、有效性，或(ii) 天猫国际网站上销售的商品的真实性、合法性、质量或有效性作任何明示或暗示的担保，并且不承担与前述各项有关的任何及全部责任。甲方不负任何天猫国际网站上的交易货品的交付、运送或运输。

Unless expressly set forth in this Agreement, Party A makes no representation and warranty, express or implied, with respect to any matter, including without limitation any representation and warranty on the validity, applicability, accuracy, completeness, reliability, adaptability, quality, stability, timeliness, and free of errors of the Services and their associated information and technologies, and disclaims any liabilities in relation thereto. Merchant shall exercise its independent judgment when using the Services, including upon downloading and retrieving information from the Tmall.hk Website, and assume the risks and damage, including any damage that may arise out of the resulting computer system damage or loss of data, that arises out of its use of the Services.

除了本协议明确列明外，甲方不就任何事宜作任何明示或暗示的陈述或保证，包括但不限于对服务及服务所涉的技术和信息的有效性、可适用性、准确性、完整性、可靠性、适应性、质量、稳定性、及时性、及无错误性的陈述或保证，并且不承担与前述各项有关的任何及全部责任。商户在其使用服务（包括从天猫国际网站下载或获取任何资料）需作出独立判断，并应承担因其使用服务而产生的风险及损失，包括因其电脑系统被损毁或资料灭失所造成的损失。

14. Indemnity **赔偿**

Merchant agrees to indemnify and hold Party A harmless from and against any and all claims, demands, suits, liabilities, losses, damages, costs and expenses (including but not limited to reasonable attorneys' fees and litigation costs) suffered by Party A arising out of (1) its breach of any of its representations and warranties contained herein; (2) its breach of any of its obligations hereunder; and (3) any claims other than due to the default of Party A. Merchant shall notify Party A promptly in writing of any claims (whether actual or threatened) upon receipt of such notice. Merchant shall forward to

Party A any complaints it receives against Party A, and Party A shall have the right to direct on its own the settlement or compromise of such claims, or defend in any suits or legal proceedings in respect of such claims.

若由于(1)商户违反本协议该方所作陈述或保证；(2)商户违反本协议项下该方任何义务；或(3)非因甲方违约所产生的任何索赔而导致甲方招致任何和所有索赔、要求、起诉、诉讼、负债、损失、损害赔偿、成本和费用（包括但不限于合理的律师费和诉讼费用），商户应赔偿甲方并使之不受损害。商户应在收到任何（无论实际的或威胁的）索赔通知后及时书面通知甲方。商户应将主要针对甲方的任何投诉立即转达甲方，甲方有权自行就关于该索赔的解决或和解、或基于该索赔的任何诉讼或程序进行辩护。

15. General Terms

一般性条款

- 15.1 No Assignment. Except as set forth in Clause 4.10 of this Agreement, neither Party may assign or transfer any of its rights or obligations in whole or in part under this Agreement to any third party without the prior written consent of the other Party. This Agreement will bind and inure to the benefit of the Parties' permitted successors and assigns.

转让。除本协议第 4.10 条所规定的情况，未经另一方事先书面同意，任何一方不得向第三方转让本协议下的任何权利及/或义务。本协议对双方容许的承继方和受让方具有约束力，并为双方承继方和受让方利益而订立。

- 15.2 Governing Law and Settlement of Dispute. This Agreement shall be governed by the laws of Hong Kong without recourse to its conflict of laws rules and principles. Any dispute, discrepancy or claim, including breach, effect or termination of agreement, arising out of or in connection with this Agreement shall be submitted to the Hong Kong International Arbitration Center for arbitration in Hong Kong according to its arbitration rule in effect at the time of the notice of arbitration. There shall be three (3) arbitrators, and English shall be the language for the arbitration proceeding.

管辖法及争端解决。本协议适用香港法律，任何香港的法律冲突规则或原则不适用于本协议。凡因本协议引起的或与之相关的争议、纠纷或索赔、包括违约、协议的效力和终止，均应根据提交香港国际仲裁中心根据仲裁通知时其仲裁规则，在香港仲裁解决。仲裁员人数三人（3）名，仲裁语言为英文。

- 15.3 Notice. Any and all notice and other communications by Party A and Merchant in respect of this Agreement shall be in writing and sent by person, air registered mail, international express courier or fax to the following addresses:

通知。甲方及商户就本协议所作一切通知以及其他通信均需通过书面以专人送达、航空挂号信、国际快递或传真方式送达至以下地址：

To Party A:

Address: 26/F, Tower 1, Times Square, 1 Matheson Street,
Causeway Bay, Hong Kong
Fax: (852) 2215 -5200
Attention: General Counsel

To Merchant:

Refer to the contact information of Merchant as set out in the Service Order Form

致甲方:

地址: 香港铜锣湾勿地臣街 1 号时代广场 1 座 26 楼
传真: (852) 2215 -5200
收件人: 总法律顾问

致商户: 参照商户于天猫国际商户协议服务订单载列的联系资料

Any notice given pursuant to this Clause 15.3 shall be deemed as delivered if: (i) delivered by hand, when left at the address set out in this Clause 15.3; (ii) sent by international express courier, three (3) business days after posting it; (iii) sent by registered airmail between two countries, ten (10) business days after posting it; and (iv) sent by facsimile, when confirmation of its transmission has been recorded by the sender's facsimile machine. During the Term, either Party shall have the right to change its address for receiving notices at any time, provided that the other Party has been given notice of such change in writing.

任何依第 14.3 条所作通知按如下规定视为送达: (i) 专人送达的, 于通知留置在第 14.3 条所述地址之时; (ii) 通过国际快递服务递送的, 于交邮后三 (3) 个营业日; (iii) 通过两国间航空挂号邮件递送的, 于交邮后十 (10) 个营业日; 以及 (iv) 通过传真发送的, 于发件方传真机记录确认发送之时。在协议期间内, 各方均有权随时更改接收通知地址, 但应按照本条规定通知其它方。

- 15.4 Force Majeure. If either Party is unable to perform or delays to perform its obligations under this Agreement due to events beyond its reasonable control (including but not limited to war, industry actions, acts of God, breakdown of network or public utilities), the Party encountering such events shall not be liable thereto.

不可抗力。 如果任何一方由於在其合理控制範圍之外的事件 (包括但不限於戰爭、工業行動、天災、網絡或公用事業故障) 致使其不能履行或延遲履行其在本協議項下的任何義務, 則遭受該事件的一方無需就此承擔責任。

- 15.5 Non-Severability. If any terms of this Agreement are deemed unlawful,

unenforceable or invalid, such terms shall be performed to the maximum extent permitted by laws, and the remaining terms of this Agreement shall not be affected and shall continue to have their full legal force.

不可分割。 本协议任何条款被认为是违法的、无执行力的或者失效的，该部分条款应按法律容许的最大范围执行，本协议其他的条款将不受影响而仍有全部效力。

15.6 Waiver. The failure of either Party to exercise a right under this Agreement shall not constitute a waiver of the right by the said Party.

权利放弃。 任何一方没有行使其在本协议下的任何权利，不应被视为该方对该权利的放弃。

15.7 Not Total Compensation. Unless expressly stated otherwise herein, no compensation by a Party hereunder shall prejudice other compensations available under the common law or in equity.

非补偿之全部。 除非本协议明确注明，任何一方根据本协议作出任何补偿将不会影响到普通法或衡平法下容许的其他补偿。

15.8 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto, and shall replace any previous oral or written agreement or condition between the Parties. Any amendment or supplement to this Agreement shall be in writing and become effective only upon signature by the Parties.

完整协议。 本协议构成双方之间完整协议，取代之前任何口头或书面之约定或条件。本协议的任何修改、补充必须以书面形式进行，并由双方签署后方能生效。

15.9 Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one and the same Agreement.

副本。 本协议可以签署若干副本，所有副本共同构成同一协议。

15.10 Language. This Agreement and the Relevant Rules shall be written in Chinese and/or English. In case of inconsistency between the two language versions, the English version shall prevail unless otherwise stated.

语言。 本协议和有关规则以中文和/或英文书就。中文版和英文版不一致的，除非另有规定，则以英文版为准。

