

协议编号: \_\_\_\_\_

Agreement No: \_\_\_\_\_

**“WINEX-HK.COM” 平台  
店铺服务协议**  
**“WINEX-HK.COM” Platform  
Shop Service Agreement**

甲 方: 上海酒石国际贸易有限公司

Party A: Wine and Jewellery International Trading Shanghai

乙 方: \_\_\_\_\_

Party B: \_\_\_\_\_

**“WINEX-HK.COM” 平台店铺服务协议**

**“WINEX-HK.COM” Platform Shop Service Agreement**

本协议由缔约双方在自愿、平等、公平及诚实信用原则的基础上, 根据《中华人民共和国合同法》等相关法律、法规的规定, 经友好协商签订。

This Agreement is signed by the Contracting Parties on the basis of the principles of voluntariness, equality, fairness and good faith, in accordance with the "Contract Law of the People's Republic of China" and other relevant laws and regulations.

本协议由协议正文、附件及依据本协议公示于“WINEX-HK.COM”平台(以下简称“酒石平台”)的各项规则所组成, 协议附件及规则与本协议具有同等法律效力, 如规则与本协议约定不一致的, 以公布生效日期或签署日期在后的文件为准执行。

This Agreement consists of the main body, the schedules and the rules that are publicized on the “WINEX-HK.COM” Platform (hereinafter referred to as the JIUSHI Platform) pursuant to this

Agreement. All the schedules and rules are equally as valid as this Agreement; in case of any discrepancy between such rules and the clauses of this Agreement, the document that is publicized or executed on the later date shall prevail.

本协议各条的标题仅为方便阅读而设，无意成为本协议的一部分，也不影响本协议的含义或解释。

The headings of the articles hereof are for convenience of reading only, neither that they intend to constitute a part of this Agreement nor to affect the meaning or interpretation of it.

## 第一条 相关定义及解释

### Article 1 Definitions and Interpretations

1.1. 酒石：上海酒石国际贸易有限公司及其旗下子公司、分公司、分支机构或相关关联公司统称为“酒石”。本协议由上海酒石国际贸易有限公司代表“酒石”与乙方签署。

JIUSHI: Wine and Jewellery International Trading Shanghai and its subsidiaries, branches, branches or related affiliates are collectively referred to as “JIUSHI”. This agreement was signed by Wine and Jewellery International Trading Shanghai on behalf of “JIUSHI” and Party B.

1.2. “WINEX-HK.COM”网站：指由“酒石”提供技术支持和服务的域名为 winex-hk.com 的网站。

“WINEX-HK.COM” Website: refers to the website of which the domain name is WINEX-HK.COM, and for which JIUSHI provides technical support and service.

1.3. 酒石平台：指运行于“WINEX-HK.COM”网站的“WINEX-HK.COM”平台，是“WINEX-HK.COM”网站上为用户提供信息发布、交流，第三方经营者开设店铺经营，以及其他技术服务的电子商务交易服务平台。

JIUSHI Platform: refers to the “WINEX-HK.COM” platform operated on the “WINEX-HK.COM” Website, i.e. the electronic commerce trading service platform where the “WINEX-HK.COM” Website enables its users to publicize and exchange information and third party operators to establish and operate Shops.

1.4. “WINEX-HK.COM”网站用户：指所有在“WINEX-HK.COM”网站上注册成为“WINEX-HK.COM”注册会员的法人、自然人及其他组织，本协议中统称为“用户”，除非另有说明，否则“用户”均指此含义。

“WINEX-HK.COM” Website Users: refers to the corporations, individuals and other

organizations that register as members of “WINEX-HK.COM” on the “WINEX-HK.COM” Website. They are generally referred to as “users” under this Agreement; and the word “users” shall have such meaning unless otherwise specified.

- 1.5. 商家注册及入驻：商家注册指欲成为“酒石平台”第三方经营者的商家（本文或称“卖家”），依据“酒石平台”入驻流程和要求完成信息提交，经“酒石”审核同意后，商家可以使用设定的酒石平台用户名和密码登陆“酒石平台”，以开立店铺开展经营活动；商家入驻，亦称“店铺入驻”，指第三方经营者完成商家注册，通过资质审核且满足本协议第四条店铺服务开通条件后成为“酒石平台”第三方经营者的过程；除非另有说明，本协议中的商家指本协议缔约方中的“乙方”。

Registration and Enrollment of Merchants: Registration of a Merchant refers to the procedure through which a merchant who wants to become a third-party operator of JIUSHI Platform completes the online submission of information pursuant to the enrollment process and requirements of the JIUSHI Platform; with the approval of JIUSHI, the merchant may log into the JIUSHI Platform with its user name and password to establish and operate a Shop. Enrollment of a Merchant, also known as Enrollment of a Shop, refers to the procedure through which a merchant completes the registration and, if it passes the qualification review and satisfies the enrollment qualification of a Shop as provided in Article 4 of this Agreement, becomes a third party operator of JIUSHI Platform. In this Agreement, the Merchant refers to Party B unless otherwise specified.

- 1.6. 酒石平台用户名：亦称“店铺用户名”，是指商家完成商家注册后获取的与自设密码共同使用以登陆“酒石平台”商家管理系统，使用“酒石平台”店铺服务的登陆账户，每一个酒石平台用户名对应一个店铺。商家应妥善保管店铺用户名及密码信息，不得擅自转让或授权他人使用，并对其店铺用户名下的一切行为独立承担责任。

JIUSHI Platform User Name: also termed as “Shop User Name”, refers to the account name that is obtained by the Merchant after completing the registration and used together with the self-set password for logging into the Merchant management system of JIUSHI Platform to use JIUSHI Platform’s Shop services. Each JIUSHI Platform user name corresponds to a unique Shop. The Merchant shall properly keep its Shop user name and password and shall not assign or authorize any other party to use its Shop user name or password without approval, and is fully and solely liable for any conduct performed under its Shop user name.

- 1.7. 店铺：商家在完成商家注册及商家入驻流程后，为进行合法经营，依据协议约定和酒石平台规则由乙方申请，“酒石”审核通过的具有独立且唯一性 ID（英文 IDentity 的缩写，意为“身份标识号码”）、特定名称（可依据相关平台规则进行调整）的网络化虚拟商铺，乙方可依据经营需要，开设店铺。乙方通过酒石平台用户名可以实现对该店铺的管理，包括但不限于商品信息上传、修改、删除处理，交易跟踪、取消等。

Shop: refers to a web-based virtual shop which has an independent and unique ID (abbreviation of “IDentity”, which stands for an identity number, referred as “Merchant ID” hereunder) and a specific name (such name may be adjusted pursuant to relevant rules of the platform), and which is approved by JIUSHI based on Party B’s application in accordance with this Agreement and the JIUSHI Platform Rules after the Merchant completes the registration and enrollment procedures, so the Merchant can operate lawfully. Party B may use the user name of JIUSHI Platform to manage the Shop, including but not limited to uploading, modifying or deleting product information and tracing or canceling a transaction, etc.

- 1.8. 酒石平台规则：指标示在“酒石平台”之上的，与商家经营有关的任何规范性文件，包括但不限于卖家手册、卖家后台公告、卖家后台帮助中心（如有）等。

JIUSHI Platform Rules: refers to all normative documents that are publicized on JIUSHI Platform concerning the operation of merchants, including but not limited to the Merchant’s Manual, the Backstage Announcement for Merchants and contents of the Online Help Center for Merchants(If any), etc.

- 1.9. 质保金：商家向“酒石”缴纳的用以保证本协议履行及对商品和服务质量进行担保的金额，“酒石”可以依照本协议的相关约定对其进行处置。

Security Deposit: refers to the amount paid to JIUSHI by the Merchant to assure the performance of this Agreement and guarantee the quality of products and services. JIUSHI may dispose the Security Deposit in accordance with this Agreement.

- 1.10. 平台使用费：商家使用“酒石平台”各项服务时按照本协议约定缴纳的固定技术服务费用。

Platform Service Fee: refers to the fixed technical service fees paid to JIUSHI Platform by the Merchant in accordance with this Agreement for using the services provided by JIUSHI Platform.

1.11. 平台佣金：商家根据经营类目在达成每一单交易时按比例向“酒石”缴纳的平台佣金。

Sales Commissions: refers to the technical service fees paid by the Merchant to JIUSHI on a pro rata basis for each successful transaction.

1.12. 仓储费（如有）：商家使用酒石的恒温恒湿专业仓储服务所产生的费用。

Storage Fee (if any): refers to the storage fee if the Merchant uses JIUSHI's professional wine cellar and JIUSHI's service.

## **第二条 服务内容及乙方店铺经营方式**

### **Article 2 Service Content and Operation of Party B's Shop**

2.1 甲方依照本协议第四条约定为乙方开通店铺服务后，乙方可使用“酒石平台”发布商品信息，与愿意购买乙方商品的甲方其他用户进行在线交流，订立买卖合同，并向通过“酒石平台”购买其商品的用户提供售后服务，同时可参与“酒石平台”相关活动及使用“酒石平台”同意提供的其他有偿服务。

After Party A makes the Shop service available to Party B in accordance with Article 4 of this Agreement, Party B may use JIUSHI Platform to publicize product information, communicate online with other users of Party A that are willing to purchase the products of Party B, sign the purchase contract, and provide after-sales services to buyers of its products through JIUSHI Platform; in addition, Party B may also participate in promotion of JIUSHI Platform and use other fee-based services that JIUSHI Platform agrees to provide.

2.2 除上述服务内容外，乙方可使用本协议附件列明的其他甲方提供的有偿服务，具体内容以本协议附件约定或双方另行签署（含乙方同意相关有偿服务的电子协议等以数据电文形式签署）的文件约定为准。

In addition to the services mentioned above, Party B may use other fee-based services provided by Party A. The specific content of such services shall be subject to the schedule of this Agreement or the documents further signed between the Parties (including documents signed in the form of data messages, such as an electronic agreement by which Party B accepts fee-based services).

2.3 乙方店铺经营方式：乙方店铺内商品，均以乙方自身名义进行商品信息上传、展示、咨询答复、商品销售、发票开具、物流配送服务及售后服务提供等；乙方销售及服务出现争议、纠纷、国家机关机构调查时，由乙方以销售者身份处理。“酒石”不参与乙方店铺的经营中，除依据本协议相关约定外，也不直接介入乙方与其他人间的争议和纠纷。

Operation of Party B's Shop: Party B, as the seller, shall upload and exhibit product information, answer inquiries, sell products, issue receipts and provide logistics and after-sale services for the products sold from its Shop on its own behalf; in case of any dispute, conflict or investigation by any relevant government authority regarding Party B's sales and services, Party B shall handle such issues in the capacity of seller. JIUSHI will neither participate in the operation of Party B's Shop nor directly intervene in any dispute or conflict between Party B and any third party, unless otherwise agreed in this Agreement.

### 第三条 入驻条件及证明文件提交

#### Article 3 Enrollment Qualifications and Submission of Supporting Documents

3.1 入驻条件：乙方申请成为“酒石平台”入驻商家，在“酒石平台”开展经营活动，须满足以下条件：

Enrollment qualifications: To enroll and conduct business operation on JIUSHI Platform, Party B must satisfy the following conditions on a continuous basis:

1)乙方依据营业执照注册过的法律注册并领取合法有效的营业执照及其他经营许可，身份信息应为商家自身情况的客观表现；

Party B has been registered under the laws of the nation in which its business license is registered and has obtained a valid business license and other permits for business operation; the identity information shall objectively reflect the Merchant's actual status;

2)乙方申请经营的商品来源合法，资质齐全；

The commodities to be distributed by Party B come from lawful sources, and Party B has obtained all necessary certificates to distribute them;

3)乙方同意本协议及酒石平台相关规则。

Party B accepts this Agreement and the relevant JIUSHI Platform Rules.

3.2 证明文件提交

Submission of supporting documents

3.2.1 乙方须根据酒石平台相关规则及要求向甲方提交证明文件或其他相关证明，包括但不限于营业执照、税务登记证、授权委托书、乙方公司所在地的商标注册证明、质检报告、检验检疫证书、产品来源地证明等。

Party B shall, in accordance with the relevant JIUSHI Platform Rules and requirements, provide Party A with supporting documents and other relevant certificates, including but not

limited to a copy of the valid original (duplicate) of corporate business license, tax registration certificate, letter of authorization, trademark registration certificate issued by the local authority where Party B is located, quality inspection report, inspection and quarantine certificate and certificate of origin, etc.

- 3.2.2 乙方保证向甲方提供的上述证明文件或其他相关证明真实、合法、准确、有效，并保证上述证明文件或其他相关证明发生任何变更或更新时，及时通知甲方，若上述文件变更或更新导致乙方不符合本协议所规定入驻条件的，甲方有权单方全部或部分限制乙方经营，直至终止本协议。

Party B covenants that aforesaid supporting documents and other relevant certificates provided to Party A are authentic, lawful, accurate and valid, and that it will timely notify Party A of any change or update of such documents and other relevant certificates; in the event that change or update of such documents and other relevant certificates causes Party B to fail to satisfy the enrollment qualifications set forth in this Agreement, Party A may restrict Party B's operation in part or in whole at its sole discretion, up to and until termination of this Agreement.

- 3.2.3 乙方对其提交的证明文件或其他相应证明的真实性、合法性、准确性、有效性承担全部法律责任，若因乙方提交虚假、过期文件或未及时更新或通知证明文件导致纠纷或被相关国家机关处罚的，由乙方独立承担全部法律责任，如因此造成酒石（包括“酒石”合作方、代理人或职员）损失的，乙方应予以赔偿。

Party B shall be wholly and solely liable for the authenticity, lawfulness, accuracy and validity of supporting documents and other relevant certificates provided to Party A. If Party B submits any false or outdated documents or fails to update or notify any update of supporting documents, leading to any dispute or punishment by any relevant government authority, Party B shall be liable solely and wholly; if it causes any loss to JIUSHI (including the partners, agents or employees of JIUSHI), Party B shall compensate JIUSHI for such loss.

#### **第四条 店铺服务开通及停止**

##### **Article 4 Availability and Termination of Shop Service**

- 4.1 对于乙方拟开展经营的特定店铺，甲方在乙方提出开店申请并满足以下条件后 7 个工作日内为乙方开通服务，甲方将在服务正式开通前一个工作日以邮件方式通知乙

方。前提条件为：

As for the specific Shop to be operated by Party B as provided in the schedules hereto, Party A shall make the services available to Party B within 7 business days after Party B submits the application, provided that Party B satisfies the following conditions; Party A shall notify Party B by email or fax one business day before the services officially become available.

- 1) 乙方已按照本协议附件《乙方信息确认表》或者其他补充协议（若有）中确定的金额足额缴纳质保金；

Party B has paid the Security Deposit in such full amount and at such time as specified in accordance with the Confirmation of Party B's Information or the supplementary agreement (if any).

- 2) 乙方已按照本协议及酒石平台相关规则提交证明文件或其他相关证明并已通过甲方审核；

Party B has submitted supporting documents and other relevant certificates in accordance with this Agreement as well as the JIUSHI Platform Rules, and has obtained Party A's approval;

- 3) 乙方已注册成为酒石平台用户且本协议已签署生效；

Party B has registered as a user of JIUSHI Platform, and this Agreement has entered into force;

- 4) 乙方已按照附件《乙方信息确认表》或相关补充协议（若有）足额缴纳特定店铺相应服务期的平台使用费。

Party B has paid the Platform Service Fee of the specific Shop for the corresponding service period in such full amount in accordance with the schedule or the supplementary agreement (if any).

- 4.2 甲方为乙方开通服务后，乙方可利用酒石平台用户名及自设密码登陆商家后台，根据酒石平台相关规则及流程向乙方特定店铺上传、发布商品信息，与用户交流达成交易，使用本协议约定的其他有偿服务等。

After Party A makes the services available to Party B, Party B may use the JIUSHI Platform User Name and self-set password to log into the Merchant's backstage, upload and post product information to the specific Shop of Party B as specified in the schedules



to this Agreement in accordance with the rules and procedures of JIUSHI Platform Rules, communicate with the users, conclude transactions and use other fee-based services agreed upon in this Agreement.

#### 4.3 乙方店铺服务的停止:

##### Termination of Party B's Shop service

4.3.1 乙方需要停止店铺服务的, 应至少提前七个工作日向甲方提出申请, 经甲方审核同意后由甲方停止该店铺的服务功能; 为弥补甲方已投入的人力、物力和技术支持, 乙方同意甲方不退还该店铺未到期部分对应的平台使用费;

To terminate Shop services, Party B shall apply to Party A for termination at least 7 business days in advance. The Shop services will be terminated after the application is reviewed and approved by Party A. To compensate Party A for its human resource input, material resource input and technical support, Party B agrees that Party A will not refund the Platform Service Fee for the remaining service period of the Shop.

4.3.2 出现以下任一情形时, 甲方有权随时停止乙方相关店铺的服务;

If any of the following occurs, Party A may terminate Party's B's Shop services at any time:

4.3.2.1 乙方不满足入驻条件的;

Party B fails to satisfy enrollment qualifications;

4.3.2.2 乙方提供虚假资质文件的;

Any qualification document provided by Party B is false;

4.3.2.3 乙方产品价格、规格等信息标示错误, 导致行政处罚、争议和纠纷的;

Party B provides false labeling of product prices, specifications or other information, which results in any punishment, dispute or conflict;

4.3.2.4 乙方产品质量、标识不合格的, 或者产品涉嫌走私、假冒伪劣、旧货、返修品的;

Either that the quality or label of Party B's product is substandard, or that it is suspected that the product is smuggled, forged, used or repaired;

4.3.2.5 未经甲方事先审核产品品牌, 而上传某品牌商品的;

Party B uploads products of a brand that has not been approved by Party A;

4.3.2.6 乙方连续 30 (三十) 日或累计 45 (四十五) 日未正常经营店铺的;

Party B has not been normally operating the Shop for 30 consecutive days or for 45 days

accumulatively;

4.3.2.7 其他违反本协议约定或酒石平台规则的，或者其他甲方认为侵犯酒石或消费者权益的。

Either that Party B otherwise violates this Agreement or JIUSHI Platform Rules, or that it infringes upon the rights or interests of JIUSHI as well as any consumer in the opinion of Party A.

4.4 乙方未经甲方同意，擅自停止店铺经营，或者乙方因为出现 4.3.2 情形被甲方停止店铺服务的，乙方已缴纳的相关店铺的平台使用费未到期部分，作为乙方向甲方支付的违约金，该金额不足以冲抵乙方应付违约金和赔偿金时，乙方应另行支付差额。

Either if Party B terminates the Shop operation without Party A's approval, or if Shop services are terminated by Party A under any circumstance set forth in Article 4.3.2, the Platform Service Fee of the Shop paid by Party B for the remaining service period shall be taken as the penalty payable to Party A by Party B; if such amount is insufficient to cover the penalty and compensation payable by Party B, Party B shall pay the deficiency separately.

## 第五条 双方权利及义务

### Article 5 Right and Obligations of the Parties

5.1 甲方根据本协议向乙方提供电子商务交易平台及相应技术支持服务，尽力维护“酒石平台”的正常稳定运行，并努力提升和改进技术，对平台功能及服务进行更新、升级，不断提升平台性能和交易效率。

Party A shall provide Party B with the electronic commerce trading platform and related technical support in accordance with this Agreement, maintain proper and steady operation of the JIUSHI Platform, strive to upgrade and improve technology, update and upgrade the functions and services of the platform, and continually improve platform performance and trading efficiency.

5.2 甲方对乙方在使用“酒石平台”过程中遇到的问题及提出的建议和意见积极予以回复，可依乙方需求对其使用“酒石平台”提供合理的指导和培训。

Party A shall respond timely to the problems, suggestions and comments that Party B raised in the course of using JIUSHI Platform, and provide Party B with reasonable guidance and training on the usage of JIUSHI Platform at its request.

- 5.3 乙方同意甲方根据乙方营业执照所载明的经营范围及乙方申请经营的经营类目，核实及调整乙方在“酒石平台”经营的具体商品的种类、数量和类目范围。

Party B agrees that Party A may check and adjust the type, quantity and scope of products sold by Party B on JIUSHI Platform according to the scope of business indicated on Party B's business license and the scope Party B applies for.

- 5.4 乙方同意并自愿遵守甲方根据国家相关法律法规、政策及平台运营情况，对公示于“酒石平台”的规则、流程、收费标准等进行的更新、调整，更新、调整后的流程、收费标准等无需另行通知乙方，公布即自动生效。

JIUSHI may update or adjust the procedures, charge standards etc. of the platform in accordance with laws, regulations, policies and the platform's operating conditions. Party B agrees and is willing to observe such changes, and it further understands that the updated procedures, charge standards etc. will automatically enter into force once publicized on JIUSHI Platform without notice.

- 5.5 乙方同意甲方对乙方提供的相关资质文件及各类信息资料进行审核。甲方审核为形式审核，审核通过并不代表甲方对审核内容的真实性、合法性、准确性、及时性的确认，乙方仍须对其提交的资料内容的真实性、合法性、准确性、及时性等承担相应的法律责任。

Party B agrees that JIUSHI may examine relevant qualification documents and information provided by Party B. The examination by JIUSHI is pro forma. Such examination and acceptance do not constitute any confirmation by JIUSHI of the authenticity, lawfulness, accuracy and timeliness of the examined content and Party B shall still be legally responsible for the authenticity, lawfulness, accuracy and timeliness of such content.

- 5.6 甲方有权对乙方的注册信息、上传的相关数据信息、在“酒石平台”发布的其他信息及交易行为进行监督检查，对发现的违法违规信息及其相关内容，乙方同意甲方不经通知立即删除，对发现的其他问题或疑问有权向乙方发出询问及要求改正的通知，乙方应在接到通知后立即做出说明或改正。

Party A has the right to supervise and inspect Party B's registration information, uploaded information and other information published on the JIUSHI Platform. Party B agrees that Party A could delete the information that are illegal without notice to Party B and may

require Party B to provide a reply within the specified question or doubts about its uploaded information

- 5.7 甲方有权将经国家生效法律文书或行政文书确定的乙方违法违规事件，或乙方已确认的乙方违反本协议相关约定的事项，在“酒石平台”上予以公示；乙方多次违规或者有严重违约、违规情形的，甲方有权对其采取暂停店铺运营、扣除质保金直至终止本协议等措施，上述措施不足以补偿甲方损失的，甲方有权继续向乙方追偿。

Party A may publicize Party B's legal or regulatory violations confirmed by any effective legal instrument or administrative document, as well as Party B's confirmed breach of this Agreement on the JIUSHI Platform. If Party B has violated any law, regulation or this Agreement repeatedly or seriously, JIUSHI may suspend its Shop operation, forfeit the Security Deposit or even terminate this Agreement; if the aforesaid measures are insufficient to cover the losses of Party A, JIUSHI may pursue Party B's liability for further damages.

- 5.8 甲方有权根据市场情况及“酒石平台”入驻商家经营情况组织相应的促销活动，乙方应根据自身经营情况及商品情况积极予以支持。

JIUSHI may organize promotional activities according to market conditions and operating conditions of merchants enrolled in the JIUSHI Platform, for which Party B shall provide active support based on its own operating and product conditions.

- 5.9 甲方有权要求乙方提供与乙方商品、售后服务等相关的信息，以便于客户直接向“酒石平台”客服中心进行咨询时予以回复，对于甲方无法回答或属乙方掌握的情况，甲方有权要求乙方在指定的时限内予以回复或给出相应方案，对乙方未及时解决的客户咨询及投诉，甲方有权对乙方采取相应处理措施。

JIUSHI may require Party B to provide information on its products and after-sales services to facilitate JIUSHI's response to inquiries customers make directly to the customer service center of the JIUSHI Platform. If such inquiry is beyond the knowledge of JIUSHI or comes within the knowledge of Party B, JIUSHI may require Party B to provide a reply or solution within the specified period; if Party B fails to solve any customer inquiry or complaint within the specified period, JIUSHI may take relevant measures against Party B.

- 5.10 如因乙方商品、发布的信息或提供的售后服务问题而引发客户对甲方及/或“酒石平

台”的诉讼，甲方及/或“酒石平台”有权披露乙方为实际商品提供商，乙方应承担因客户诉讼而产生的全部法律责任，如因此而给甲方及/或“酒石平台”造成损失的，甲方有权要求乙方赔偿甲方及“酒石平台”的全部损失。

If the product distributed, the information publicized or the after-sales service provided by Party B leads to a lawsuit or arbitration lodged by any third party against JIUSHI and/or the JIUSHI Platform, JIUSHI and/or the JIUSHI Platform may disclose Party B as the direct provider of the product concerned and Party B shall assume all the legal liabilities arising therefrom; if it causes any losses to JIUSHI and/or the JIUSHI Platform, JIUSHI may require Party B to compensate JIUSHI and/or the JIUSHI Platform for all such losses.

- 5.11 乙方同意“酒石”根据业务调整情况将本协议项下的权利和义务部分或全部转移给甲方关联公司，但须提前5日通知乙方。

Party B agrees that JIUSHI may assign its rights and obligations hereunder in part or in whole to any affiliate company of Party A according to its business adjustments, provided it notifies Party B thereof five 5 days in advance.

## 第六条 乙方声明及保证

### Article 6 Representations and Warranties of Party B

- 6.1 保证在“酒石平台”提交的注册资料真实、准确、合法、有效，对获得的与自设密码共同使用的酒石平台用户名（店铺用户名）妥善保管，不得擅自转让或授权他人使用，并对利用该用户名和密码所进行的一切活动负全部责任。

Party B warrants that the registration data it submits on the JIUSHI Platform are authentic, accurate, lawful and valid, and that it will properly keep the JIUSHI Platform User Name (the Shop name) obtained along with the self-set password used together, refrain from assigning or authorizing any other person to use the JIUSHI Platform User Name (the Shop name) and be fully responsible and liable for all the activities conducted using the said user name and password.

- 6.2 保证符合本协议约定的入驻条件，保证向甲方提交的证明文件及其他相关证明真实、准确、合法、有效，并保证在上述资料发生变更时及时通知甲方，并在“酒石平台”上予以更新。

Party B warrants that it satisfies the enrollment qualifications under this Agreement, that all

the supporting documents and other relevant certificates it submits to JIUSHI are authentic, accurate, lawful and valid, and that it will notify Party A of any change in the said materials and provide updates on the JIUSHI Platform in a timely manner.

- 6.3 保证其有权利订立本协议,其代理人已获得充分授权,并对代理人的行为承担法律责任,同时乙方保证对其雇员、本协议约定的联系人及其他乙方委派的履行本协议的人员的行为承担法律责任。

Party B warrants that it is fully authorized and empowered to enter into this Agreement, its agent has been fully authorized and Party B will be liable for the conduct of the agent; Party B further warrants that it will be legally liable for the conduct of its employees, its contact person designated hereunder and other personnel appointed by Party B to perform this Agreement.

- 6.4 保证遵守本协议及附件的相关约定和酒石平台相关规则及流程,在使用“酒石平台”相关服务时严格按照上述约定及规则和流程使用,不从事任何有损甲方利益的行为。

Party B warrants that it will observe this Agreement and its schedules as well as the JIUSHI Platform Rules and procedures, use the services of the JIUSHI Platform in strict accordance with the said agreements, rules and procedures and refrain from acting in a way detrimental to the interests of Party A.

- 6.5 保证对在“酒石平台”经营的商品拥有合法销售权,商品质量合格,符合国家相关质量标准,不侵犯任何第三方的合法权利,并对其商品质量及商品合法性独立承担全部法律责任。

Party B warrants that it is lawfully authorized to sell the products it offers on the JIUSHI Platform, the products it sells are genuine, meet relevant quality standards and do not infringe upon the legitimate rights of any third party and Party B is fully and solely responsible for the quality and lawfulness of its products.

- 6.6 保证在“酒石平台”发布的商品信息真实、准确,符合酒石平台规则及国家相关法律法规的规定,与实际出售的商品一致,不含任何夸大或虚假内容,并对商品信息承担独立的完全的法律后果。若发布的上述信息变更的,乙方应及时在“酒石平台”予以更新。若因信息未及时变更引起法律后果的,乙方独立承担全部责任。

Party B warrants that the product information publicized on the JIUSHI Platform is authentic and accurate, accorded with laws, regulations and JIUSHI Platform Rules, and consistent

with the actual products without any exaggerated or false content. Party B is fully and solely liable for the product information. In case of any change to the above information, Party B shall update the information timely on the JIUSHI Platform. Party B shall be solely liable for any legal consequence of its failure to update such information.

- 6.7 保证按照“酒石平台”审核通过的商品类目和品牌经营，未经甲方确认，不得擅自增加、变更商品类目和品牌。保证按照酒石平台规则及国家相关规定设置商品价格、售卖限制、库存数量、商品说明及其他商品信息，并对上述设置独立承担全部法律责任。乙方同时保证在经营过程中，按照“酒石平台”相关规则使用客服工具，积极回复甲方用户的咨询，并保证在甲方用户提交订单后按要求发货。

Party B warrants that it will only sell the types of products and brands approved by the JIUSHI Platform and will not add or change any type of product or brand without prior confirmation by JIUSHI. Party B warrants that it will set up the product price, limitation of sale, quantity of inventory, product description and other product information in accordance with the JIUSHI Platform Rules and relevant requirements, and is fully and solely liable for such configuration. Party B warrants that in the ordinary course of business, it will use the customer service in accordance with the JIUSHI Platform Rules, actively answer inquiries of JIUSHI users and deliver products as required after the user has submitted the order.

- 6.8 保证向购买其商品的用户提供合法及正当进货来源凭证、货物清单票据，并保证自行承担快递运输费、报关手续费等。如因乙方无法提供合法及正当进货来源凭证、商品清单或者其他凭证问题引起的纠纷，均由乙方独立承担相应的法律责任，如造成“酒石平台”损失的，乙方应予以赔偿。

Party B warrants that it will issue valid proofs for the source of goods and the list of products to the users who have purchased its products, and that it will pay shipping costs, customs clearance fees etc. Party B will solely assume the legal liability for any dispute arising from its failure to provide such supporting documents and compensate JIUSHI for any and all losses incurred thereby.

- 6.9 保证按照国家相关规定、自身售后服务承诺及附件自主售后的相关要求，提供商品售后服务，同时保证按照本协议附件的相关规定履行消费者权益保障及相关售后服务义务。

Party B warrants that it will provide a designated shipping address within mainland China for buyers to return any and all products bought from Party B on the JIUSHI Platform and render

“repair & replacement” and other after-sales services for products purchased by buyers in accordance with applicable laws, its after-sales service undertakings and after-sales service requirements provided in the schedules hereto.

- 6.10 保证在使用“酒石平台”进行交易的过程中遵守诚实信用原则，不在交易中采取欺诈及虚假宣传、混淆等不正当竞争行为，不扰乱网上交易的正常秩序，不从事与网上交易无关的行为。

Party B warrants that it will observe the principle of good faith while transacting on the JIUSHI Platform and refrain from engaging in any unfair competition by way of deception, overstatement and confusion, among others, disrupting the normal order of online transaction or engaging in any activity irrelevant to online transaction.

- 6.11 保证不将从“酒石平台”获取的任何数据用于本协议约定以外的用途，同时保证未经甲方许可不得擅自获取、使用、传播“酒石平台”的任何资料，包括但不限于交易数据、用户信息、支付信息、甲方其他用户展示于“酒石平台”的信息等。

Party B warrants that it will not use any data obtained from the JIUSHI Platform for any purpose which is not specified in this Agreement, and will not arbitrarily obtain, use or disseminate any data of the JIUSHI Platform without the approval of JIUSHI, including but not limited to the transactional data, user information, payment information, information displayed on the JIUSHI Platform by other users of JIUSHI, etc.

- 6.12 同意授予“酒石”全球通用（在法律许可范围内）的、免费的许可使用权利（并有权对该权利进行再授权），使“酒石”有权(全部或部分地) 使用、复制、修订、改写、发布、翻译、分发、执行和展示乙方公示于“酒石平台”网络店铺的各类信息或制作其派生作品，和/或以现在已知或日后开发的任何形式、媒体或技术，将上述信息纳入其它作品内。

Party B agrees to grant JIUSHI a worldwide (to the extent permitted by law), free-of-charge license (and the right to sub-license) to (wholly or partially) use, copy, revise, adapt, publicize, translate, distribute, execute and display the information publicized by Party B in the online Shop on the JIUSHI Platform, produce any derivative works thereof and/or include the said information in any other works via any form, media or technology that is currently known or to be developed in the future.

- 6.13 乙方不得在“酒石平台”发布任何吸引甲方用户到其他平台或乙方自身网络销售平台或



渠道进行交易的信息，也不得在配送包裹中夹带此类吸引甲方用户的信息。

Party B will not publicize on the JIUSHI Platform any information intended to attract users of JIUSHI to any other trading platform, including while not exclusive to Party B's own online sales platform or channel, or include such information in shipped packages.

- 6.14 乙方不得隐瞒任何可能对“酒石平台”产生风险的事项，包括但不限于产品出现设计缺陷、质量瑕疵、权利纠纷、重大违约、上传资料包含病毒木马等，若乙方发生此类影响酒石平台商誉、正常经营、安全的事项而乙方未及时通知甲方的，甲方有权解除本协议并追究乙方违约、侵权责任。

Party B will not conceal any matter that may expose the JIUSHI Platform to any risk, including but not limited to the product's design defect, quality defect, dispute over rights, major breach of contract, virus contained in uploaded data, etc.; if Party B fails to notify Party A of such matter that may affect the goodwill, normal operation and safety of JIUSHI Platform in a timely manner, JIUSHI may terminate this Agreement and pursue contractual and tort liabilities of Party B.

- 6.15 未经甲方另行书面许可，乙方不得将本协议项下权利义务全部或部分转移给第三方；乙方聘请第三方代运营公司代表乙方运营店铺的，第三方代运营公司的一切行为均视为乙方亲自实施，由乙方承担全部法律后果；乙方与第三方代运营公司间的权利义务关系由乙方与第三方代运营公司单独解决，不得影响到甲方及甲方其他用户的权利。

Party B shall not assign its rights and obligations hereunder in whole or in part to any third party. All the activities of any third-party operator engaged by Party B to run the Shop on its behalf shall be deemed as activities conducted by Party B and Party B shall be fully and solely liable for all the legal consequences thereof. The rights and obligations between Party B and the third-party operator shall be separately addressed therebetween without affecting the rights of JIUSHI or other users of JIUSHI.

## **第七条 费用及结算**

### **Article 7 Fees and Payment**

- 7.1 乙方应按照本协议附件《乙方信息确认表》或补充协议（若有）中确定的标准及支付方式向酒石支付下述费用：

Party B shall pay JIUSHI the following fees in accordance with the Confirmation of Party B's Information or the supplementary agreement (if any).

### 7.1.1 平台使用费

#### Platform Service Fee

- 1) 乙方应按照附件或补充协议（若有）约定的费用标准和时间向“酒石”指定账户支付平台使用费。

The Platform Service Fee shall be paid to JIUSHI's designated account in according with the schedule or supplementary agreement (if any).

- 2) 乙方店铺续展的，乙方应在续展期开始日前缴纳续展期间平台使用费。

If Party B renews the shop, it shall pay the Platform Service Fee for the renewal period before the start date of the renewal period.

### 7.1.2 平台佣金

#### Sales Commissions

- 1) 乙方通过“酒石平台”完成的每一单交易应按照附件或补充协议（若有）的约定向“酒石”支付平台佣金；

Party B shall pay JIUSHI the Sales Commissions for each transaction completed on the JIUSHI Platform in accordance with the schedule or the supplementary agreement (if any);

- 2) 乙方申请经营的商品类目及对应的平台佣金费率见《乙方信息确认表》及相关补充协议（若有）；

The types of products sold by Party B's Shop and the applicable rates of Sales Commissions are prescribed in the schedule: Confirmation of Party B's Information or the supplementary agreement (if any);

- 3) 乙方在“酒石平台”的交易额以“酒石平台”记录的数据为准，乙方经营的类目以本协议或其他补充协议（若有）约定为准，乙方经营的商品品牌以“酒石”审核通过的为准；  
Party B's transactions on the JIUSHI Platform and the amount of transactions shall be subject to the records of JIUSHI Platform; types of the products Party B sold are subject to this Agreement or other supplementary agreements (if any); and the brand of products sold by Party B is subject to the approval of JIUSHI;

- 4) 平台佣金由“酒石”通过系统自买家交付的货款中实时扣除。

The Sales Commissions shall be deducted from the payments by buyers on a real-time basis by JIUSHI via its system.

### 7.1.3 其他费用

#### Other fees

本协议附件或甲乙双方补充协议（若有）约定的乙方应向“酒石”支付的其他费用，按照附件或补充协议（若有）的约定收取。

Other fees payable by Party B to JIUSHI as agreed in the schedules hereto or the supplementary agreement (if any) between the Parties shall be paid in accordance with the schedules or the supplementary agreement (if any).

### 7.2 甲乙双方按照下述约定对乙方在“酒石平台”完成交易的货款进行结算：

The Parties agree that the product payment of the transaction that Party B completed on the JIUSHI Platform shall be settled as follows:

#### 7.2.1 乙方同意：买家通过“酒石平台”与乙方进行交易的，货款须支付至“酒石”指定账户或与“酒石平台”合作的“酒石”指定的第三方支付公司账户中。

Party B agrees that: When buyers complete any transaction with Party B via JIUSHI Platform, the product payment shall be paid to the account of a third-party payment company designated by JIUSHI as a partner of JIUSHI Platform or the account designated by JIUSHI;

#### 7.2.2 乙方按照《乙方信息确认表》或其他补充协议（若有）中确认的结算期与“酒石”进行对账，“酒石平台”系统在每个结算日自动生成结算单（只结算上月已签收的订单），乙方确认无误后，“酒石”向指定付款机构发出付款指令，由付款机构将扣除平台佣金及其他费用后的货款支付给乙方；关于结算期及结算日约定如下：甲乙双方选择月结方式，以每个自然月为结算期，每个月5日为上月结算日，以上结算日遇休息日或法定节假日的，顺延至休息日或法定节假日结束后的第一个工作日。

Party B could reconcile and settle the account with JIUSHI in accordance with Confirmation of Party B's Information. JIUSHI Platform system will automatically generate the settlement form (only refers to the orders that have been received) on each settlement day (or the immediately next working day if the settlement day falls on a non-working day or public holiday); after Party B confirms the settlement form, JIUSHI shall issue a payment order to the designated payment agency, which shall pay Party B the product payment after deducting the Sales Commissions and other relevant fees.

Settlement period: Each calendar month: Each calendar month is taken as a settlement

period, with the fifth day of each month being the settlement day for the previous month; The aforesaid settlement day shall be extended to the immediately next working day if it falls on a non-working day or public holiday.

7.2.3 乙方须向“酒石”提供其在“酒石”指定的第三方支付公司开设的结算账户或银行账户以便“酒石”完成货款结算，若乙方账户信息变更，应提前3个工作日通知“酒石”，否则，因乙方变更账户造成货款支付失败、迟延或错误，损失由乙方自行承担。

Party B shall provide JIUSHI the settlement account of the public in accordance with the requirements of JIUSHI, so that JIUSHI may complete the settlement of product price. Party B shall give JIUSHI a 3 days prior notice of any change to its settlement account; otherwise, any losses arising from the failed, delayed or erroneous payment of the product price due to change of Party B's account shall be solely borne by Party B.

## 第八条 保密

### Article 8 Confidentiality

8.1 甲乙双方对于本协议的签订、内容及在履行本协议期间所获知的另一方的商业秘密负有保密义务。非经对方书面同意，任何一方不得向第三方（关联公司除外）泄露、给予或转让该等保密信息。（根据法律、法规、证券交易所规则向政府、证券交易所和/或其他监管机构提供、双方的法律、会计、商业及其他顾问、雇员除外）。

Each Party shall maintain the confidentiality of the execution and content of this Agreement as well as the trade secrets of the other Party obtained during the term of this Agreement. Neither Party may disclose, provide or transfer such confidential information to any third party (except a related company) without prior written consent of the other Party (except for the disclosure to the government, stock exchange and/or other regulatory agency in accordance with laws, regulations or stock exchange rules, or to the parties' respective legal, accounting, business and other advisors and employees).

8.2 如对方提出要求，任何一方均应将载有对方保密信息的任何文件、资料或软件等，在本协议终止后按对方要求归还对方，或予以销毁，或进行其他处置，并且不得继续使用这些保密信息。

As for all the documents, data or software containing the other Party's confidential information, one Party shall, if requested by the other Party, return, destroy or in otherwise dispose of such documents, data or software at the request, and shall cease to use such

confidential information upon the termination of this Agreement.

- 8.3 在本协议终止之后，各方在本条款项下的义务并不随之终止，各方仍需遵守本协议之保密条款，履行其所承诺的保密义务，直到其他方同意其解除此项义务，或事实上不会因违反本协议的保密条款而给其他方造成任何形式的损害时为止。

Obligations of the Parties hereunder shall survive the termination of this Agreement. Each Party shall still observe this confidentiality clause hereunder and fulfill its confidentiality obligation until the other Party agrees to cancel this obligation, or it actually will not cause any damage to the other Party due to breach of this confidentiality clause hereunder.

- 8.4 任何一方均应告知并督促其因履行本协议之目的而必须获知本协议内容及因合作而获知对方商业秘密的雇员、代理人、顾问等遵守保密条款，并对其雇员、代理人、顾问等的行为承担责任。

Each Party shall notify and urge its employees, agents and advisers that need gain access to the content of this Agreement for the purpose of performing this Agreement and gain access to the other Party's trade secrets because of the cooperation between the Parties to observe this confidentiality clause. And each shall be liable for the conduct of its employees, agents and advisers.

## 第九条 违约责任

### Article 9 Liability for Breach of Contract

- 9.1 乙方向甲方提供虚假、失效的证明文件或其他相关证明，在“酒石平台”发布错误、虚假、违法及不良信息或进行其他违反本协议约定的行为，给甲方及/或“酒石平台”造成任何损失的（损失包括但不限于诉讼费、律师费、赔偿、补偿、行政机关处罚、差旅费等），乙方同意甲方自乙方缴纳的质保金及未结算货款中直接予以扣除，本协议另有约定的除外。

If Party B provides Party A with false or invalid supporting documents or other certificates, publicizes erroneous, false, illegal or harmful information on the JIUSHI Platform or engages in any conduct that violates this Agreement, which causes any loss (including but not limited to court costs, arbitration fees, attorney fees, damages, compensation, administrative penalties and travel costs) to Party A and/or the JIUSHI Platform, Party B agrees that Party A may deduct such loss directly from the Security Deposit paid by and the outstanding product price payable to Party B, unless otherwise stated in this Agreement.

9.2 乙方不论采取何种方式将甲方用户吸引到甲方平台以外的平台或场所进行交易或绕开甲方指定付款方式进行交易的，以及非法获取“酒石”系统数据、利用“酒石平台”谋取不正当利益或从事非法活动的，甲方有权扣除乙方全部质保金作为违约金，并保留向乙方继续追究违约责任的权利。

In the event that Party B solicits Party A's users to any platform or site other than the platform of Party A to conduct transactions or circumvents the payment method specified by Party A in transactions in any manner, that it illegally obtains data from the JIUSHI system, or that it takes advantage of the JIUSHI Platform to seek improper gains or engage in illegal activities, Party A may deduct the Security Deposit of Party B in full as penalty and reserve the right to further pursue Party B's liability for breach of contract.

9.3 乙方发生违反本协议及酒石平台规则的情形时，甲方除有权按照本条约定要求乙方承担违约责任外，还有权按照“酒石平台”相关管理规则采取商品立即下架、暂停向乙方提供服务、暂时关闭乙方后台管理账户、暂缓支付未结算款项、终止合作等措施。

If Party B violates this Agreement or the JIUSHI Platform Rules, Party A may, in addition to holding Party B liable for breach of this Agreement in accordance with this Article, take other measures pursuant to relevant rules of the JIUSHI Platform, including but not limited to immediately removing products from JIUSHI Platform, suspending provision of services to Party B, temporarily closing Party B's backstage management account, deferring the payment of unsettled amounts and terminating the partnership hereunder, etc.

## 第十条 有限责任及免责

### Article 10 Limited Liability and Exemption

10.1 不论在何种情况下，甲方均不对由于电力、网络、电脑、通讯或其他系统的故障、罢工（含内部罢工或劳工骚乱）、劳动争议、暴乱、起义、骚乱、生产力或生产资料不足、火灾、洪水、风暴、爆炸、战争、政府行为等不可抗力，国际、国内法院的命令或第三方的不作为而造成的不能服务或延迟服务承担责任。

In no case shall JIUSHI be held liable for any failure or delay in providing services due to the breakdown of power supply, network, computer or other systems, strike (including internal strike and labor unrest), labor dispute, riot, insurrection, tumult, insufficient capacity or means of production, fire, flood, storm, explosion, war, acts of government and other force majeure events, orders of international or domestic courts, or omissions of any third party.

- 10.2 本协议项下服务将按“现状”和按“可得到”的状态提供，甲方在此明确声明对服务不作任何明示或暗示的保证，包括但不限于对服务的可适用性、没有错误或疏漏、持续性、准确性、可靠性、适用于某一特定用途。

Services under this Agreement will be provided on an “as is” and “available” basis, and JIUSHI hereby explicitly disclaims any guarantee, express or implied, concerning the services’ applicability, absence of errors and omissions, continuity, accuracy, reliability, and fitness for a particular purpose, et cetera.

- 10.3 使用“酒石平台”服务下载或者获取任何资料的行为均出于乙方的独立判断，并由其自行承担因此而可能产生的风险和责任。

It shall be at Party B’s own discretion to download or obtain any data via the services of JIUSHI Platform, and Party B shall solely assume all the risks and liabilities arising therefrom.

- 10.4 法律地位声明：甲方为向乙方及甲方其他用户进行网上交易活动提供交易平台的平台服务提供商，并非乙方与通过“酒石平台”购买乙方商品的甲方其他用户之间交易行为的参与方，甲方不对乙方及参与交易的甲方其他用户的任何口头、书面陈述或承诺，发布的信息及交易行为的真实性、合法性、准确性、及时性、有效性等作任何明示或暗示的保证，亦不承担任何法律责任。若因乙方与参与交易的甲方其他用户之间的交易行为引起的任何法律纠纷，包括但不限于投诉、起诉、举报及税赋等，均由参与交易的双方解决，与甲方及/或“酒石平台”无关。但，乙方怠于履行义务时，甲方有权介入乙方与甲方其他用户间的争议，依据一般人的认知程度对该争议进行判断和处置，乙方应当予以执行。

Representations with respect to legal status of Party A: JIUSHI is merely a platform service provider that provides the platform for online transactions of Party B and other users of JIUSHI, but not a party to the transactions between Party B and other users of JIUSHI that purchase products from Party B through the JIUSHI Platform. JIUSHI will neither make any express or implied warranties of nor assume any liability for the trueness, lawfulness, accuracy, timeliness and validity of such items conducted by Party B and any other user of JIUSHI that is a party to transaction: any oral or written statement or promise, the information publicized, or the transaction itself. Any legal dispute arising from a transaction between Party B and any other user of JIUSHI, including but not limited to complaints,

litigations, accusations and taxation disputes, shall be resolved between the parties to the transaction. In no case shall JIUSHI and/or JIUSHI Platform be held liable in such disputes. However, if Party B fails to perform its obligations, JIUSHI may intervene in the disputes between Party B and other users of JIUSHI and decide on and deal with the dispute based on the perception of an ordinary person, and Party B shall implement the decision so made by JIUSHI.

- 10.5 不可抗力处理：如本协议履行期间，甲乙双方任何一方遭受不可抗力，均应在遭受不可抗力后尽快通知对方，并于通知之日起 15 日内提供相关证明文件，不可抗力持续达到三十日的，任一方有权经通知对方提前终止本协议。因不可抗力原因而导致本协议中止、终止的，双方均不须向对方承担违约责任。

Force majeure events: The Party affected by any force majeure event during the term of this Agreement shall notify the other Party immediately thereof and provide relevant supporting documents within 15 days after notification. If the force majeure event continues for 30 days, either Party may terminate this Agreement by sending a notice to the other Party. If this Agreement is suspended or terminated due to a force majeure event, neither Party shall be held liable for breach of contract.

## 第十一条 协议有效期

### Article 11 Term of the Agreement

- 11.1 本协议自双方签署、加盖公章之日起生效，有效期至商家基于本协议而设立的店铺服务期到期日止。

This Agreement will enter into force upon being signed and sealed (with the corporate seal or contract seal) by both Parties and remain in full force and effect till expiration of the Shop service period.

- 11.2 本协议自双方签署、加盖公章（公章或者合同专用章）之日起生效，有效期至商家基于本协议而设立的特定店铺服务期到期日止。如乙方愿意在本协议附件《乙方信息确认表》或相关补充协议（若有）中约定的店铺服务期届满后继续使用酒石提供的服务经营对应店铺的，应向酒石提前 30 天提出相应续展服务期的申请并按约定缴纳下一年度的平台使用费，且经酒石审核通过后进入新的服务期，本协议非自动续期，如续期，需重新签订合同。



Party B shall, if it desires to use the services provided by JIUSHI for the Shop beyond the Shop service period specified in Confirmation of Party B's Information annexed hereto or the relevant supplementary agreement (if any), apply to JIUSHI for renewing the service period at least 30 days prior to expiration of the Shop service period and pay the Platform Service Fee for the next service year as agreed; such renewal period shall not start until it is approved by JIUSHI. This Agreement shall not be automatically renewable. Any renewal hereof is subject to execution of a separate agreement.

## 第十二条 协议的变更

### Article 12 Changes

- 12.1 本协议中约定的费用，甲方有权根据平台运营情况、乙方经营情况及市场情况提前 5 日通知乙方进行变更，双方签署补充协议予以确认。若乙方不同意变更的，应于甲方发出变更通知后 5 日内向甲方发出终止协议的书面通知，本协议自甲方收到乙方发出的书面终止通知之日起终止。

Party A may change fees agreed herein according to the operating conditions of the Platform, business operations of Party B and market conditions by giving a five days prior notice to Party B. The Parties shall enter into a supplementary agreement to confirm such changes. Party B shall, if it disagrees with such changes, send a written notice of termination within five days after Party A sends the notice of change, and this Agreement will be terminated on the date when Party A receives the written notice of termination from Party B.

- 12.2 本协议其他条款变更或增加新的条款的，均须经缔约双方协商同意并签署书面补充协议，补充协议一经签署，即构成本协议的组成部分，与本协议具有同等法律效力。

Any other changes or additions to this Agreement shall be made in the form of a supplementary agreement upon the consent of the Parties; once executed, such supplementary agreements shall constitute an integral part of and have the same legal force as this Agreement.

## 第十三条 协议的终止及解除

### Article 13 Termination and Rescission

- 13.1 本协议在下述情形下自然终止：

This Agreement shall expire under any of the following circumstances:

- 1) 本协议附件《乙方信息确认表》或相关增开店铺补充协议（若有）中确认的服务期

届满，而乙方未在服务期届满前 30 天提出续展申请并按约定缴纳下一年度的平台使用费的；

The service period specified in Confirmation of Party B's Information annexed hereto or any other supplementary agreement (if any) expires and the Parties do not renew the service period within one month thereafter;

- 2) 双方签署新协议替代本协议的；

The Parties have entered into a new agreement to supersede this Agreement;

- 13.2 除本协议另有约定外，缔约双方中任何一方在本协议有效期内提前终止本协议的，须提前 15 天以书面形式通知对方，经对方同意后双方签署书面补充协议终止本协议。本协议签署后，为使乙方顺利开展经营，甲方已提供人力、物力、技术支持和服务，如因前述原因导致本协议提前终止的，乙方同意甲方不退还已缴纳的平台使用费，未缴纳的，乙方同意足额缴纳。

Unless otherwise stated hereunder, the Party that desires to terminate this Agreement within the term hereof shall give written notice to the other Party 15 days in advance, so that the Parties may sign a supplementary agreement in writing to terminate this Agreement. If this Agreement is terminated for the aforesaid reasons, as Party A has already provided human resources, material resources, technical supports and services to enable Party B to conduct its business properly after this Agreement is signed, Party B agrees that Party A will not refund the Platform Service Fee already paid and, if the Platform Service Fee are not paid, Party B shall pay them in full.

- 13.3 乙方有下述情形时，甲方可单方解除本协议：

Party A may rescind this Agreement at its sole discretion if Party B falls under any of the following circumstances:

- 1) 乙方店铺未正常经营，在服务期内累计达到 45（四十五）日或者连续达到 30（三十）日的；

Party B's Shop is out of normal operation for forty-five (45) days accumulatively or thirty (30) days consecutively within the service period;

- 2) 乙方违反本协议约定或者酒石平台规则规定的相关义务，经甲方通知后拒不改正的；  
Party B violates its obligations under this Agreement or the JIUSHI Platform Rules and refuses to take corrective action after being notified thereof by Party A;

3) 本协议约定的其他甲方可单方解除本协议的。

Any other circumstances set forth hereunder that entitle Party A to rescind this Agreement at its sole discretion.

#### 13.4 协议终止后后续事项的处理

##### Matters subsequent to termination of the Agreement

13.4.1 双方合作终止后，自终止合作之日起，甲方将关闭乙方“酒石平台用户名”账户权限，并对乙方商品全部下架，乙方将无法再通过该账户进行任何形式的操作且酒石平台前端网站不再显示任何乙方商品信息。

Upon termination of this Agreement, Party A will terminate Party B's right to use its "JIUSHI Platform User Name" and remove all the products of Party B from its Shop, Party B will become unable to perform any operation with respect to the Shop via said account and JIUSHI is no longer obliged to display any information on Party B's products on the website "WINEX-HK.com".

13.4.2 本协议终止后，甲方有权保留乙方的注册信息及交易行为记录等数据，但甲方没有为乙方保留这些数据的义务，亦不承担在协议终止后向乙方或第三方转发任何未阅读或未发送的信息的义务，也不就协议终止向乙方或任何第三方承担责任。法律另有规定的除外。

Party A may retain the registration information, transaction records and other data of Party B after this Agreement is terminated. Unless otherwise provided by law, Party A is neither obligated to retain such data or forward any unread or unsent information to Party B or any third party after termination of this Agreement, nor liable to Party B or any third party for termination hereof.

13.4.3 自终止合作之日起三十日内，甲乙双方进行退场清算，包括但不限于财务对账及在途货物的处理。在途货物指双方合作终止前，客户已购买但尚未交付的商品，对于此类商品，乙方仍应按照合作终止前的流程交付并结算。“在途货物”指双方合作终止前，客户已购买但尚未交付的商品，对于此类商品，乙方仍应按照合作终止前的流程交付并结算。

The Parties shall complete the final settlement within 30 days after termination of this Agreement, including but not limited to reconciliation of financial accounts and the processing of shipments in transit. "Shipments in transit" refers to the products purchased by the customer but not delivered before the Parties terminate this Agreement; Party B shall deliver and settle such products as per the procedure applicable prior to termination hereof.

13.4.4 双方合作终止，并不免除乙方依据本协议应向客户承担的售后服务及产品保证责任，乙方仍应按照本协议附件关于售后服务的相关约定履行售后服务义务及产品质量保证责任；如在甲乙双方合作终止后，因乙方商品质量问题或售后服务问题而导致甲方或其他第三方人身或财产损失的，乙方仍应独立承担全部责任。

The termination of this Agreement shall not relieve Party B of its responsibilities with respect to after-sales services and product warranties to its customers hereunder. Party B shall fulfill its responsibilities with respect to after-sales services and product warranties in accordance with provisions of the schedules hereto regarding after-sales services. Party B shall be fully and solely liable for any personal injury or property loss sustained by JIUSHI or any third party due to any problems of the product quality or after-sale services of Party B.

#### **第十四条 通知及送达**

##### **Article 14 Notice and Service**

一方发给另一方的与本协议有关的通知应以书面形式送达，或以传真、电报、电传、电子邮件等发送。

All notices and other communications given by one Party to the other Party in respect of this Agreement shall be in writing and served by hand, registered airmail, international courier service, fax or email and other electronic methods.

#### **第十五条 争议解决**

##### **Article 15 Dispute Resolution**

15.1 在履行协议的过程中，如产生争议，双方应友好协商解决。若通过友好协商未能达成协议，则提交中国国际经济贸易仲裁委员会上海分会，根据该会仲裁程序暂行规定进行仲裁。该委员会决定是终局的，对双方均有约束力。仲裁费用，除另有规定外，由败诉方负担。

All disputes in connection with this Contract or the execution thereof shall be settled through friendly negotiation. In case no settlement can be reached through negotiations, the case should then be submitted for arbitration to China International Economic and Trade Arbitration Commission (CIETAC), Shanghai Commission, in accordance with International laws and international practices when applying its Rules of Procedure. The arbitration shall take place in Shanghai. The award rendered by the said Commission shall be final and binding upon both parties, the arbitration fee shall be borne by the

losing party.

- 15.2 本协议的签订、解释、变更、履行及争议的解决等均适用中华人民共和国大陆地区现行有效的法律。

The execution, interpretation, revision, performance and dispute resolution of this Agreement shall be governed by the laws of the mainland of the People's Republic of China that are currently in force.

## 第十六条 其他约定

### Article 16 Miscellaneous

- 16.1 如果本协议中的任何条款无论因何种原因完全或部分无效或不具有执行力,或违反任何适用的法律,则该条款被视为删除。但本协议的其余条款仍应有效并且有约束力。

- 16.2 Any provision hereof that becomes fully or partially invalid or unenforceable for any reason or conflicts with any applicable law shall be deemed deleted, but the remaining provisions hereof shall remain valid and binding.

- 16.3 本协议是缔约双方之间关于本协议中提及合作事项的完整的、唯一的协议,本协议取代了任何先前的关于该合作事项的协议和沟通(包括数据电文形式、书面形式和口头形式)。

This Agreement constitutes the entire and sole agreement between the Parties with respect to the subject matter set forth herein and supersedes any and all previous agreements and communications (in the form of data messages, written or verbal) between the Parties relating to such subject matter.

- 16.4 本协议文本以中华人民共和国通用简体汉字版本为准。

In the case of any discrepancy between or among different language versions of this Agreement, the version in simplified Chinese that is generally accepted in the People's Republic of China shall prevail.

- 16.5 本协议壹式叁份,甲方执贰份,乙方执壹份,具有同等法律效力。

This Agreement shall be executed in triplicate, two being held by Party A and one by Party B, and all being equally valid.

## 第十七条 本协议附件清单

### Article 17 Schedules to this Agreement

本协议附件清单如下：

Schedules to this Agreement are as follows:

附件一：《消费者权益保障服务条款》

Schedule 1: Terms and Conditions on Consumer Protection Service

附件二：《乙方信息确认表》

Schedule 3: Confirmation of Party B's Information

附件一：

## 消费者权益保障服务条款

### Terms and Conditions on Consumer Protection Service

本服务条款为《“WINEX-HK.COM”平台入驻协议》（以下称“服务协议”）的重要组成部分，与入驻协议正文具有同等法律效力，对商家具有法律约束力，商家开立的所有店铺均受本入驻条款约束。本服务条款中的“商家”与“酒石”的含义与入驻协议中相同。本服务条款由条款正文及公示于“酒石平台”的各项与“消费者权益保障”相关的规则组成（如有），前述规则与条款正文具有相同的法律效力，共同组成本服务条款的完整内容。

These Terms and Conditions of Service are an integral part of “WINEX-HK.com” Platform Shop Service Agreement (hereinafter the “Service Agreement”) and are as valid as the main body of the Service Agreement and legally binding on the Merchant. The Merchant shall be bound by these Terms and Conditions when operating any of the specific shops referred to in the schedules of the Service Agreement hereto. In these Terms and Conditions of Service, the word “Merchant” shall have the same meanings as ascribed to them in JIUSHI and the Service Agreement. These Terms and Conditions of Service consist of the terms and conditions set forth hereunder and the rules related to “Consumer Protection” publicized on the JIUSHI Platform (If any). The said rules shall be as valid as the terms and conditions set forth hereunder and jointly constitute the whole content of Terms and Conditions of Service.

本服务条款正文如下：

The terms and conditions of Service hereunder are detailed as follows:

#### 第一条 定义

##### Article 1 Definition

2.1 消费者权益保障服务：指商家根据与“酒石”签署的服务协议及“酒石平台”公示的相关规则，利用“酒石平台”发布商品信息、出售商品时，应履行的各项保护消费者权益的义务，包括但不限于“商品如实陈述”、“正品保证”、“授权酒石先行赔付”等服务。

“酒石”将根据国家法律法规及政策的相关要求及行业惯例等，在“酒石平台”公示新增的消费者权益保障服务内容或对原消费者权益保障服务内容等进行修订。

Consumer Guaranteed Services of Rights and Interests means the obligations the Merchant shall perform while publicizing product information and selling products on the JIUSHI Platform in accordance with the Service Agreement made with JIUSHI and relevant rules

publicized on the JIUSHI Platform, including but not limited to “truthful product description”, “warranty of genuine product” and “Merchant authorizes JIUSHI to compensate in advance”. JIUSHI may publicize additional contents for or revise Consumer Protection Services on the JIUSHI Platform in accordance with relevant laws, regulations and policies, and generally accepted industry practices.

- 2.2 质保金：指商家根据本服务条款、服务协议及“酒石平台”相关规则，向“酒石”缴纳的，在商家未履行消费者权益保障义务、违反入驻协议或者“酒石平台”相关规则或流程时，用于对买家(指通过“酒石平台”购买商家商品的甲方其他用户，以下均称“买家”)进行赔付或对“酒石”和/或买家支付违约金的资金。

Security Deposit means the fund paid by the Merchant to JIUSHI in accordance with these Terms and Conditions, the Service Agreement and the relevant rules of the JIUSHI Platform for the purpose of compensating the buyer (i.e. any other user of Party A that purchases products from the Merchant via the JIUSHI Platform; hereinafter the “Buyer”) or paying penalty to JIUSHI and/or the Buyer in respect of the Merchant’s failure to perform the consumer protection obligations or violation of the Service Agreement or relevant rules or procedures of the JIUSHI Platform.

- 2.3 先行赔付：指买家投诉商家有侵犯消费者权益或其他违反对买家承诺的行为时，“酒石”有权根据入驻协议、本服务条款和“酒石平台”公示的各项规则及买家提交的相关证据材料，以普通人或非专业人员的知识水平标准判断商家是否应当承担赔付义务，若是，则“酒石”有权直接从商家缴纳的质保金中扣除相应的款项赔付给买家。

Compensation in Advance means, when a Buyer complains that the Merchant has violated consumer rights or otherwise breached its undertakings to the Buyer, JIUSHI may determine whether the Merchant is liable to pay any compensation based on the knowledge of an ordinary person or non-professional in accordance with the Service Agreement, these Terms and Conditions and the rules publicized on the JIUSHI Platform as well as the relevant evidence submitted by the Buyer; if yes, JIUSHI may directly pay the Buyer the relevant amount of compensation out of the Security Deposit paid by the Merchant.

## 第二条 质保金

### Article 2 Security Deposit



商家同意向甲方缴纳一定金额的质保金,作为履行服务协议、消费者权益保障义务及遵守“酒石平台”各项规则的保证,同意在商家违反上述服务协议、义务或“酒石平台”规则时,“酒石”有权根据相关约定扣除相应金额的质保金作为违约金或给予买家的赔偿。

The Merchant agrees to pay Party A the amount specified in the schedules hereto as the Security Deposit for performing the Service Agreement and consumer protection obligations as well as observing the JIUSHI Platform Rules. The Merchant agrees that if the Merchant violates the Service Agreement, consumer protection obligations or the JIUSHI Platform Rules, JIUSHI may deduct the corresponding amount from the Security Deposit in accordance with the relevant requirements as the penalty or the compensation payable to the Buyer.

## 2.1 质保金额度

### Amount of Security Deposit

- 2.1.1 商家应根据本协议规定足额缴纳质保金,并于本协议签署后的5日内将质保金全额支付至“酒石”指定账户。

The Merchant shall pay the total Security Deposit to the account designated by JIUSHI within 5 days after execution of this Agreement in accordance with this Service Agreement.

- 2.1.2 商家同意缴纳的质保金在任何情况下,均不计算任何利息。同时,“酒石”有权根据乙方履约能力、资信状况等情形调整商家交付的质保金额度,商家应在“酒石”通知后5日内补足相应金额的质保金,否则,“酒石”有权暂停向商家提供服务或提前终止入驻协议。

The Merchant agrees that in no case will the paid Security Deposit thereby accrue any interest. In the renewal of the Agreement, JIUSHI may adjust the payable amount of Security Deposit by the Merchant based on changes in Party B's ability to perform contract and credit standing. The Merchant shall pay any requested additional Security Deposit within five days after receiving the notice from JIUSHI; otherwise, JIUSHI may suspend provision of services to the Merchant or terminate the Service Agreement.

## 2.2 质保金的管理和使用

### Management and Usage of Security Deposit

- 2.2.1 在下述情形下,“酒石”有权根据具体情况直接扣除部分或全部质保金,“酒石”扣除相应的质保金后,将通知商家补足,商家应在接到甲方通知后5日内按“酒石”

要求补足相应质保金。商家未按要求补足相应质保金或质保金不足以抵扣的，商家同意“酒石”从未结算款项中直接扣除相应金额：

In any of the following cases, JIUSHI may directly deduct the Security Deposit in part or in whole as appropriate and then notify the Merchant to pay the shortfall in the Security Deposit, in which case the Merchant shall pay such shortfall as required by JIUSHI within five days after receiving the notice from Party A. If the Merchant fails to pay the shortfall as required or the Security Deposit is insufficient for the said deduction, the Merchant agrees that JIUSHI may deduct such shortfall or some insufficient amount directly from unsettled payments:

1) 商家违反服务协议或本条款项下的任何保证、承诺或义务的；

The Merchant violates any warranty undertaking or obligation under the Service Agreement or these Terms and Conditions;

2) 商家之行为违反国家法律法规及其它规范性文件等规定的；

The Merchant violates any law, regulation or other normative document;

3) 商家在“酒石平台”发布商品、达成交易、履行交易相关活动中，违反法律、法规、政策、“酒石平台”任何规则或违反其对客户的承诺，或被客户投诉、索赔时，“酒石”根据自身的判断对客户进行赔付的；

The Merchant, while publicizing product information, conducting transactions or performing any transaction-related activity on JIUSHI Platform, violates any law, regulation, policy, JIUSHI Platform Rules or its undertaking to the customer is complained against the promises to consumers or the merchant is demanded for compensation by the customer, JIUSHI compensates the customer in advance at its sole discretion;

4) 商家违反服务协议、商家与甲方或甲方关联公司的其他协议或“酒石平台”任何规则，给甲方或“酒石”造成任何损失（包括但不限于诉讼赔偿、诉讼费用、律师费用等）的；

The Merchant violating the Service Agreement, any other agreement between the Merchant and Party A or any related company of Party A or any JIUSHI Platform Rules as a result causes any losses (including but not limited to damages ordered by court, court fees and attorney's fees, etc.) to Party A or JIUSHI; or

5) 入驻协议及酒石平台管理规则中约定的其它可扣除质保金的情形出现的。

Any other circumstances that justify deduction of the Security Deposit under the Service Agreement or the JIUSHI Platform Management Rules occur.

2.2.2 “酒石”如使用质保金进行任何抵扣或赔付，将以书面方式（包括但不限于电子邮件、传真等）通知商家，并在书面通知中，说明抵扣和/或赔付原因及抵扣和/或赔付金额。

JIUSHI shall, if making any deduction or compensation out of the Security Deposit, notify the Merchant thereof in writing and describe the reason for and amount of the deduction and/or compensation in the written notice.

2.2.3 若商家质保金不足时，“酒石”没有使用自有资金为商家支付赔偿金、补偿金、抚恤金或其他任何款项的义务，但若“酒石”进行了该等支付，则“酒石”有权要求商家赔偿，包括但不限于：

If the Merchant's Security Deposit is insufficient, JIUSHI is not obliged to pay any damages, compensation, allowance or any other amount out of its own funds on behalf of the Merchant; however, if JIUSHI makes such payment, JIUSHI may require the Merchant to pay compensation, including but not limited to:

1) 要求商家赔付“酒石”损失，且在指定期限内补足质保金；

Requiring the Merchant to compensate JIUSHI for losses and pay any shortfall in the Security Deposit within the specified period;

2) 从商家的销售货款中直接划扣，以补偿“酒石”所遭受的损失；如“酒石”的损失通过上述方式仍无法弥补，则“酒石”有权单方终止向商家提供的一切服务，且有权继续向商家追偿。

Deducting the relevant amount directly out of the Merchant's sales proceeds to compensate JIUSHI for losses; If the losses of JIUSHI cannot be fully compensated for by the above methods, JIUSHI may terminate all provisioned services to the Merchant and continue to recover any deficiency from the Merchant.

2.3 质保金的退还服务协议终止且所有订单已经消费者确认收货后的五个工作日后，商家可向“酒石”提出退还质保金的书面申请，“酒石”审核通过后三个月内，扣除依据协议应扣除的部分后，将质保金余额退还商家，如商家支付的质保金，不足以抵扣应由商家支付违约金、赔偿金等款项的，“酒石”将不予退还商家质保金，并保留向商家追偿的

权利。

The Merchant may apply to JIUSHI in writing for refund of the Security Deposit, provided that the Service Agreement is terminated, all orders placed with the Shop specified in the Service Agreement are closed (products have been received by the buyers), and all claims are closed and the warranty period for all products sold expires. JIUSHI will, within three months following approval of the application, refund the Security Deposit net of deductions under the Service Agreement and relevant rules. If the Security Deposit paid by the Merchant is insufficient to cover the deductions intended to offset the penalty and/or compensation payable by the Merchant, JIUSHI will not refund any Security Deposit to the Merchant and will reserve the right to recover any deficiency from the Merchant.

### **第三条 消费者权益保障的内容**

#### **Article 3 Content of Consumer Protection**

3.1 商家承诺按照服务协议、本服务条款及“酒石平台”相关规则履行保障消费者权益的义务，切实保障消费者的合法权益。

The Merchant undertakes to perform the obligation of consumer protection in accordance with the Service Agreement, these Terms and Conditions and the relevant JIUSHI Platform Rules, so as to effectively protect the legitimate rights and interests of consumers.

3.2 商家保证履行“如实陈述”义务。“如实陈述”指商家应对上传并发布于“酒石平台”的信息如实进行陈述，并对其发布的信息独立承担全部法律责任，并承担相应的举证责任。商家如实陈述义务包括如下内容：

The Merchant undertakes to perform the obligation of making “truthful statements”. “Truthful statements” means that the Merchant shall make statements truthfully with respect to the information uploaded to and publicized on the JIUSHI Platform, remain fully and solely liable for the information so publicized and assume the relevant burden of proof. The Merchant’s obligation of making truthful statements includes but is not limited to the following:

1) 商家保证其有合法的权利发布商品信息并销售商品，且其发布商品信息和销售商品不侵犯任何第三方的合法权利，不违反相关规定；

The Merchant covenants that it is legally entitled to publicize product information and sell products and the publication of product information and the sale of products will not

infringe the legitimate rights of any third party or violate relevant rules;

- 2) 商家保证发布的商品信息与实际销售的商品一致，其对规格、材质、数量、颜色、外观、功能、质量状况等的描述与商品实际情况一致，其对价格的陈述符合价格法规及酒石平台相关规则的要求；

The Merchant covenants that the product information is consistent with the product actually sold, the description of the product specifications, material, quantity, color, appearance, function and quality is consistent with the product sold, and the statement of price conforms to the requirements of the price laws and regulations as well as the relevant JIUSHI Platform Rules;

- 3) 商家保证发布商品信息所用的图片均是来自商品本身的实拍图片，展示商品外观、形状、颜色等外观性能的图片不含有夸大或虚假的内容。文字介绍及其他素材等均为自身设计或合法取得，对图片、文字及其他素材等的使用不侵犯任何第三方的合法权利；

The Merchant covenants that the photos used in publicized product information are actual photos of the product, and the photos that display the product appearance, form, color and other visual features are not overstated or falsified. The textual description and other materials are designed in-house or lawfully acquired, and the use of such photos, texts and other materials will not infringe the legitimate rights of any third party;

- 4) 商家保证按照“酒石平台”规则的要求填写及上传商品的相关信息，且保证这些信息可完整被买家通过商品详情页直接查看，而无需通过链接或跳转等方式脱离酒石平台查看；

The Merchant covenants that it will enter and upload relevant product information in accordance with the JIUSHI Platform Rules and that such information are completely and directly viewable by the Buyer on the webpage of product details without linking or redirecting to any source outside the JIUSHI Platform;

- 5) 如买家投诉商家违反如实陈述义务的，商家应向“酒石”提交其履行如实陈述义务的证据，如商家不能提供相应证据或买家提交的证据足以证明商家违反了如实陈述义务的，“酒石”有权以普通人身份对相关证据材料做出判断并要求商家承担相应责任。

If the Buyer complains that the Merchant has violated the obligation of truthful

statements, the Merchant shall provide JIUSHI with the evidence proving that it has performed the said obligation; if the Merchant fails to provide such evidence or the buyer provides any evidence that is sufficient to prove that the Merchant has violated the obligation of truthful statements, JIUSHI may make a decision on the basis of the relevant evidence based on the perception of an ordinary person and require the Merchant to assume relevant liabilities.

- 3.3 商家保证履行“正品保证”义务。正品保证指商家保证在“酒石平台”销售的商品均经过合法授权，拥有合法的来源渠道，商品质量合格，且在买家购买商品时向买家开具合法发票。如买家投诉商家未履行“正品保证”义务的，商家应积极与买家沟通解决，如商家未能与买家达成一致，妥善解决买家投诉的，“酒石”有权以普通人身份根据商家及买家提供的相关证明材料及酒石平台相关规则作出判断及处理决定，商家同意按照“酒石”的要求履行相应的义务。

The Merchant undertakes to perform the obligation of “warranty of genuine product”. The warranty of genuine product means that the Merchant undertakes that the product sold on the JIUSHI Platform is legally authorized, sourced through lawful channels and produced to the quality standard and the Merchant shall issue a product list to the Buyer at the time of purchase. In case the Buyer complains that the Merchant fails to perform the obligation of “warranty of genuine product”, the Merchant shall actively negotiate with the Buyer for a solution. If the Merchant fails to reach an agreement with the Buyer or properly resolve the Buyer’s complaint, JIUSHI may examine the evidence provided by the Merchant and the Buyer based on the perception of an ordinary person and pursuant to the relevant JIUSHI Platform Rules and make a decision accordingly, and the Merchant agrees to perform the relevant obligation as required by JIUSHI.

- 3.4 商家保证“遵守承诺”。遵守承诺指商家应保证履行其在“酒石平台”商品详情页、活动页或在与买家交流过程中做出的保证、承诺等义务，若商家违反其做出的承诺导致买家投诉的，商家应负责解决，若商家未能妥善解决的，“酒石”有权以普通人身份判断相关证据材料并做出决定，商家应对“酒石”做出的决定予以履行并承担相应的责任。

The Merchant undertakes to “fulfill commitments”. “Fulfill commitments” means that the Merchant shall fulfill its undertakings and commitments made in the product details and promotions publicized on the JIUSHI Platform or made during the communication with the

Buyer. The Merchant shall solve any complaint of the Buyer about its failure to fulfill commitments; if the Merchant fails to solve the complaint properly, JIUSHI may examine relevant evidence and make a decision based on the perception of an ordinary person. The Merchant shall implement such decision of JIUSHI and assume relevant liabilities.

#### **第四条 条款的变更及修改**

##### **Article 4 Revision and Modification of The Provisions**

4.1 “酒石”有权根据国家相关消费者权益保护法律法规、其他规范性文件及政策的调整 and 变化，以及提升客户体验、提高商家商品销量及市场影响力等需求，不时制定、修改本服务条款及或与消费者权益保障相关的规则，并以“酒石平台”公告的形式向商家公示，不再向商家另行通知。

JIUSHI has the right to formulate or revise these Terms and Conditions, and provisions related to consumer guarantee of rights and benefits from time to time, being based on adjustments and changes in related laws and regulations of consumer guarantee of rights and benefits and on needs to improve merchants' sales and market influence. JIUSHI will publicize these changed laws and regulations to merchants in the form of the platform announcement and without any other forms of notice.

4.2 变更后的服务条款或相关规则，一经在“酒石平台”公示，即发生法律效力。如商家对服务条款或相关规则有异议的，应当立即停止使用“酒石”提供的服务，如商家继续使用“酒石”提供的服务，包括但不限于继续上传商品信息、接受订单或对所发布信息进行更新等活动，均视为商家同意接受变更后的服务条款或规则。

The revision of these Terms and Conditions or relevant rules shall enter into force immediately upon publication on the JIUSHI Platform. If the Merchant objects to these Terms and Conditions or the relevant rules, it shall immediately stop using the services provided by JIUSHI; in case the Merchant continues using the services provided by JIUSHI, including but not limited to uploading the product information, accepting orders and updating the publicized information, the Merchant shall be deemed to have accepted the revised Terms and Conditions or rules.

#### **第五条 违约处理**

##### **Article 5 Breach of Contract**

5.1 商家违反入驻协议、本服务条款或“酒石平台”相关规则约定的消费者权益保障义

务导致买家投诉的，商家应积极予以处理，若商家未能妥善处理导致投诉扩大或未按上述约定的要求处理的，“酒石”有权以普通人身份，对买家及商家提供的证据材料进行认定，若判定属于商家未正确履行上述约定的义务的，“酒石”有权要求商家立即履行义务并承担相应的责任，“酒石”亦有权先行赔付。

If the Merchant violates the Service Agreement, these Terms and Conditions or the JIUSHI Platform Rules related to consumer protection obligations and thus the Buyer is caused to lodge any complaint, the Merchant shall actively handle such complaint; if the complaint is escalated due to the Merchant failing to properly handle the complaint or the Merchant fails to handle the complaint as required above, JIUSHI may examine the evidence provided by the Buyer and the Merchant based on the perception of an ordinary person. JIUSHI may, if it concludes that the Merchant has failed to properly perform the obligations provided above, require the Merchant to fulfill such obligations immediately and assume relevant liabilities. JIUSHI also may make preauthorized compensation.

- 5.2 “酒石”先行赔付的，商家应按照入驻协议、本服务条款或酒石平台相关规则的要求补足相应的款项并支付相应的违约金，若商家未予以补足的，“酒石”有权从商家未结算款项中予以扣除，若不足以补偿“酒石”损失时，酒石保留继续向商家追偿相关损失的权利。

If JIUSHI makes any preauthorized compensation, the Merchant shall make up the corresponding shortfall amount and pay the corresponding penalty in accordance with the Service Agreement, these Terms and Conditions or the relevant JIUSHI Platform Rules. If the Merchant fails to make up the amount, JIUSHI may deduct the amount from the unsettled amount payable to the Merchant; in case such deduction is insufficient to cover the losses of JIUSHI, JIUSHI reserves the right to further recover any loss from the Merchant.

- 5.3 服务协议及酒石平台规则对商家违反消费者权益保障义务所应承担的违约责任另有约定的，依约定执行。

If any other provisions on the liability for breach of contract with respect to the consumer protection obligation are set forth in the Service Agreement and the JIUSHI Platform Rules, such provisions shall prevail.



## 第六条 有限责任

### Article 6 Limited Liability

- 6.1 商家为消费者权益保障服务的责任主体，无论何时或任何原因，“酒石”都不应成为承担消费者权益保障或销售者责任的主体，若因某种情况，导致“酒石”承担了此类责任，商家应竭力使“酒石”免责并承担“酒石”因此遭受的所有损失。

The Merchant is responsible for providing consumer protection services. At no time and for no reason shall JIUSHI assume the main consumer protection responsibility or the seller responsibility. If JIUSHI assumes such responsibility under certain circumstances, the Merchant shall, to its best effort, relieve JIUSHI from relevant liability and assume all the losses so sustained by JIUSHI.

- 6.2 商家同意“酒石”并非司法机关，亦非专业的纠纷解决机构，“酒石”对于商家及买家之间纠纷的处理完全是基于相关法规的规定、协议的约定及买卖双方的意愿，“酒石”仅能以普通非专业人士的知识水平和能力对买家和商家提交的相关证据材料进行鉴别和认定，“酒石”对据此作出的交易纠纷处理结果及质保金赔付决定等无法保证完全正确，也不对此承担任何责任。商家应对其提交的证明材料的真实性、合法性独立承担完全的法律风险，若“酒石”根据商家提供的证明材料做出的决定或处理结果被有关司法机关予以否定的，商家应承担因此导致的一切责任；若“酒石”据以做出判断的买家提供的证明材料被相关国家机关否定的，商家应独立向买家追索损失。

The Merchant agrees that JIUSHI is neither a judicial authority nor a professional agency for dispute resolution and JIUSHI handles the dispute between the Merchant and the Buyer completely on the basis of relevant laws, regulations and agreements and the Merchant's and the Buyer's free will. JIUSHI is only able to examine and assess the relevant evidence submitted by the Buyer and the Merchant based on the knowledge and ability of an ordinary non-professional person. JIUSHI does not guarantee and denies any responsibility for correctness of the result of dispute resolution or decision on compensation payment out of the Security Deposit. The Merchant shall be fully and solely responsible for the truthfulness and lawfulness of the evidence it provides. If the decision or handling result made by JIUSHI on the basis of the evidence provided by the Merchant is revoked by the judicial authority, the Merchant shall assume all the liabilities incurred therefrom; if the evidence provided by the Buyer upon which JIUSHI makes the decision is revoked by the relevant regulatory authority, the

Merchant shall solely recover losses from the Buyer.

## 第七条 其他

### Article 7 Others

- 7.1 商家违反入驻协议、本服务条款或“酒石”平台相关规则而“酒石”放弃向商家主张权利的，不视为“酒石”放弃了商家以后发生的同样或类似违约行为时“酒石”向其主张权利的权利，即某一次未行使权利仅可被认为是针对该次商家违约行为放弃权利，而不是放弃该权利本身。

No failure by JIUSHI to claim damages against the Merchant for its violation of the Service Agreement, these Terms and Conditions or relevant JIUSHI Platform Rules shall be deemed a waiver of claims against any future identical or similar violation on the part of the Merchant; that is, any failure to exercise a right shall be deemed a waiver of the exercise of the right against the Merchant for the single violation, but not a waiver of the right itself.

- 7.2 商家已仔细阅读本服务条款的所有内容，对本服务条款相关内容均已理解并同意接受，同时商家同意在平台入驻协议签字页签字确认即视为对本服务条款所有内容的认可，只要服务协议生效，则商家即受本服务条款相关内容所约束。

The Merchant has carefully read, fully understood and agreed to accept all the content of these Terms and Conditions. The Merchant further agrees that, by signing and sealing on the signature page of the Service Agreement, the Merchant is deemed to have accepted all the content of these Terms and Conditions, and the Merchant is bound by these Terms and Conditions as soon as the Service Agreement enters into force.

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附件二：  
Schedule 2:

## 乙方信息确认表

### Confirmation of Party B's Information

缔约双方基本信息		
Basic Information of Both Parties		
	甲方 Party A	乙方 Party B
公司名称 Company Name	上海酒石国际贸易有限公司 Wine and Jewellery International Trading Shanghai	
联系地址 Address		
法人代表 Legal Representative		
联系人 Contact Person		
联系电话 Contact Number		
电子邮箱 E-mail		
费用信息 Fees		
平台使用费 Platform Service fee	10000 元/年 RMB 10,000 per year	
平台佣金 Sales Commission	5%	
质保金 Security Deposit	20000 元 RMB 20,000	
仓储费 (自选) Storage fee (if needed)	大仓: 4 元/天/托盘 (开空调); 2.4 元/天/托盘 托盘体积: 2 立方/托盘	

<b>结算期</b> <b>Settlement Period</b>	<p>月结：以每个自然月为结算期，每个月 5 日为上月结算日，以上结算日遇休息日或法定节假日的，顺延至休息日或法定节假日结束后的第一个工作日。</p> <p><b>Each calendar month: Each calendar month is taken as a settlement period, with the fifth day of each month being the settlement day for the previous month; The aforesaid settlement day shall be extended to the immediately next working day if it falls on a non-working day or public holiday.</b></p>
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#### 代运营收费标准

收费标准	工作内容
1000 元/月（可选）	销售总结 1 份/月
	店铺专属主题活动策划 1 期/月
	热销商品数据分析 1 份/月
	店铺微信、微博文章更新 2 篇/月
	微信、微博用户互动活动 1 期/月
200 元/SKU	商品上传维护
	商品详情页面制作
	商品图片拍摄
	客户售前咨询接待
	客户售后咨询接待

(签署页)

(Signature Page)

甲乙双方已仔细阅读、协商《“WINEX-HK.COM”平台入驻协议》及其附件的相关内容，对于各条款，甲乙双方相互之间已进行充分的解释和沟通，双方同意遵守协议的相关约定，并在下述相应位置签署确认：

The Parties have carefully read and negotiated all the contents of this Agreement and its schedules. All the provisions have been fully interpreted and communicated between the Parties. The Parties agree to observe all the provisions of this Agreement and sign and affix their respective seals below for confirmation:

甲方（盖章）：

Party A (seal):

授权代表（签字）：

Authorized representative (signature):

乙方（盖章）：

Party B (seal):

授权代表（签字）：

Authorized representative (signature):

签署日期：

Signing Date: