

User Agreement

This agreement (hereinafter: the Agreement) is a user agreement entered into between an individual acting in their own interests or in the interests of other persons (hereinafter: the User) and Beijing CDEK International Freight Forwarding Co Ltd (hereinafter: the Company), the exclusive owner of rights to the Website <https://cdek-express.cn/en/> (hereinafter: the Website), collectively referred to as the Parties, which defines the rights and obligations of the User and the Company when using the Website.

The User voluntarily provides information that is automatically transmitted to the Company when the Website is used with the use of software installed on the User's device. The collection of data, including technical details concerning the browser, device, page opening time and activities directly related to the Website use is performed with the sole purpose to ensure the proper Website functioning, the security and stable operation of the services. The data are not used with the purpose of marketing, retargeting, or advertisement profiling.

If the User disagrees with any provisions of this Agreement, they mustn't use the Website. The User shall undertake to immediately stop using the Website and all its services and leave the Website.

1. Terminology and Definitions

Website: the information, texts, graphics, design, images, photos and video materials, other results of intellectual activity, as well as computer software to support the posting of generally available information and data having a common target purpose with the use of technical tools utilized to maintain connection between computers and the Internet. The Website contains information about courier and other services, the procedures to order, receive and make payment for the services provided by the Company.

Website Contents/Content: the results of intellectual activity protected by the law, including the texts of literary works, their titles, prefaces, annotations, articles, illustrations, covers, graphics, text, photographic, derivative, composite and other works, user interfaces, visual interfaces, trademark names, logos, computer programs, databases, as well as design, structure, selection, layout, appearance, overall style and placement of the contents included in the Website and other objects of intellectual property contained on the Website all together and/or individually.

User: individual or legal entity acting in their interests or in the interests of third parties that do not have legislative restrictions to accept this Agreement, have accepted this Agreement, have access to the Website and uses it, regardless of the registration on the Website.

2. General Provisions

2.1. Before using the Website, opening a link or following the Website interface to open an external resource to sign up or authorize, the User must familiarize themselves with this User Agreement, as well as with the Privacy Policy. Using the Website, including the links to sign up or authorize on an external resource, the User agrees with the provisions of this Agreement, namely:

2.1.1. this Agreement;

2.1.2. the Contract for Paid Courier Services (if any), the Regulations for Paid Services which have the status of a public offer;

2.1.3. the Policy for personal data collection, processing and protection of the personal data subjects (hereinafter: the Policy);

2.1.4. the Policy for export and sanction controls;

2.1.5. other documents published on the Website.

2.2. By using the Website in any manner whatsoever, the User expresses their full and unconditional consent to all provisions of the documents listed in cl. 2.1 of this Agreement and mustn't refer to lack of awareness about any matters governed by these documents.

2.3. The User shall be personally responsible for familiarizing themselves with the documents listed in cl. 2.1 and amendments thereto.

2.4. This Agreement shall apply to all additional terms and conditions for the provision of services which are offered on the Website.

3. Subject of the Agreement

3.1. The subject of this Agreement is the provision of User access to the Website software with the following purposes:

3.1.1. Inform the User about the services implemented via the Website;

3.2. The Website offers the following types of User services:

3.2.1. Access to the electronic content provided free of charge with the right to view the content;

3.2.2. Access to the navigation resources of the Website;

3.2.3. Access to the information about the offered services;

3.2.4. Other types of services implemented on the Website pages.

3.3. This Agreement shall extend to all Website services which exist (actually function) at the present time, as well as any subsequent modifications thereof and additional Website services that may appear in the future.

3.4. The Company provides the Website and the Website software to the User "as is" without any additional guarantees.

3.5. The purchase of paid services shall be governed by the relevant offer on the Website.

3.6. The use of individual Website Services shall be regulated by special terms and conditions that are an integral part of this Agreement existing in the form of a separate

document, rules, instructions, directions and/or explanations posted directly on the Website. In case of contradictions between the provisions of this Agreement and special terms and conditions, the special terms and conditions shall prevail.

3.7. Each Party shall guarantee to the other Party that it has the needed legal capacity and competence, as well as all rights and authorities that are necessary and sufficient to enter into and execute the Agreement in accordance with its terms and conditions.

4. Website use conditions

4.1. The User can use the Website to receive information about the services offered by the Company.

4.2. User registration is not mandatory to access individual Website Services. If registration is needed for individual Services, it shall be voluntary and serves exclusively for the correct functioning of the Service. The User undertakes to provide valid data exclusively in the scope needed for the operation of the Service. The Website does not maintain any request forms or personal data collection.

4.3. Links to third-party websites may be provided on the Website. They shall be provided exclusively for the User's convenience. If the User follows these links, they leave the Website. The Company shall not review third-party websites, monitor or be liable for any of these websites or their content. The Company shall not make any recommendations and shall not make any statements regarding such websites, any information or materials that are presented there, or results that may be obtained with their use. If the User goes to outer websites referenced on the Website, they shall do this recognizing the possible consequences and their responsibility.

5. Rights and Obligations of the Parties

5.1. The Company shall have the right to:

5.1.1. Provide User access to the Website and maintain the Website and services in operable condition, change the Website use rules as well as the Website content.

5.1.2. Acting within the scope of their competence, take measures to hold the User accountable for failure to observe the provisions of this Agreement.

5.1.3. In case where the User posts information on the Website or otherwise acts not in accordance with the provisions of the Agreement or applicable law, delete the posted information either fully or partially at their sole discretion.

5.1.4. For the failure to observe the provisions of this Agreement, block User access to the Website and/or delete accounts, if any, without prior notification.

5.1.5. Assign or transfer their rights or obligations to third parties only with the User's consent insofar as concerns individual agreements.

5.1.6. Make changes to the list of services, tariffs, Services, Website documents or other Website content at any time and without User notification. Changes shall enter into force after they are published on the Website.

5.1.7. Change, modify or delete some or all Services while maintaining their operability and observing the applicable legislation.

5.1.8. Delete from the Website any materials, information or other content which violates the rights of third parties or the applicable legislation.

5.1.9. Carry out preventive or other maintenance to ensure operability of the Website. Temporary interruptions due to such maintenance work shall not serve as the basis to compensate the costs or losses sustained by the User.

5.2. The User shall have the right to:

5.2.1. Obtain access to use the Website and its Services in the scope provided by the Company.

5.2.2. Use all services available on the Website in the scope of this Agreement and effective legislation.

5.2.3. Ask questions concerning the services offered on the Website.

5.2.4. Use the Website exclusively for the purposes set forth in this Agreement and in the scope of applicable legislation.

5.3. The Website User shall undertake to:

5.3.1. Observe the provisions of this Agreement, as well as other rules, documents and guidelines published on the Website.

5.3.2. Avoid any behavior that can disrupt normal operation of the Website or lead to its malfunctioning.

5.3.3. Avoid any distribution of third-party confidential information without consent of such third parties with the use of the Website.

5.3.4. Avoid using the Website to disseminate advertising information without consent from the Company.

5.3.5. Avoid any attempts to access the accounts, logins or passwords of other Users.

5.3.6. Immediately notify the Company about any security violations detected on the Website.

5.3.7. Avoid using the Website for the following purposes:

5.3.7.1. To upload content that violates the law or the rights of third parties, promotes violence, hatred, discrimination, contains insults and false information.

5.3.7.2. To represent themselves as another person or organization without sufficient rights to act this way.

5.3.7.3. To make false representations concerning the Website operation or the offered services.

5.3.7.4. To make invalid comparison of services or promote a negative attitude towards those persons which use or do not use the Website services.

6. Permissible Website Use and User Guarantees

6.1. It is necessary to connect to the Internet to use the Website. The User shall on their own receive and pay for such connection under the terms and conditions and at the rates of their operator or Internet service provider. The Company shall not be responsible for possible unfavorable consequences for the User caused by the impossibility of connecting to the Internet.

6.2. The Website content may not be copied, published, reproduced, transferred or disseminated by any method, nor posted on the global Internet without prior written permission from the Company.

6.3. The Website content shall be protected by copyright trademark law, as well as other standards of Applicable Legislation regarding protection of intellectual property and protection from unfair competition

6.4. This Agreement shall not furnish the User with the rights to any results of intellectual activity of the Company or third parties unless the transfer of exclusive rights is stipulated directly; all exclusive rights and profits from such use shall remain with the Company and/or the relevant third party.

6.5. The information posted on the Website must not be interpreted as a change to this Agreement.

6.6. The User shall guarantee:

6.6.1. Not to post and not to transfer through the Website any information of restricted access (confidential information), if the User is not authorized to take such actions;

6.6.2. Not to post through the Website any personal data, including home addresses, telephone numbers, e-mail addresses, passport data, taxpayer identification number and other personal information (personal data) of other Users or other individuals without their prior consent;

6.6.3. Not to use any devices, programs, procedures, algorithms and methods, automatic devices or equivalent manual processes to access, acquire, copy or track the Website content;

6.6.4. Not to disrupt the Website proper functioning;

6.6.5. Not to use any method to bypass the Website navigational structure to obtain or attempt to obtain any information, documents or materials by any means that are not especially represented by the services of this Website;

6.6.6. Not to gain unauthorized access to the Website functions, any other systems or networks belonging to this Website, as well as any services offered on the Website;

6.6.7. Not to disrupt the security system on the Website or in any network belonging to the Website.

6.6.8. Not to make a reverse search, track or attempt to track any information about any other Website User.

6.6.9. Not to create several registered accounts on the Website if they actually belong to the same individual.

6.6.10. Not to transfer for use their registered account and/or login and password for their registered account to third parties;

6.6.11. Not to use programs for automatic collection of information and/or interaction with the Website and its services;

6.6.12. Not to post any files that contain or could contain viruses and other harmful programs;

6.6.13. Not to collect or store e-mail addresses or other contact information or personal data of the Website Users with the use of automated or other methods for any purposes, including to disseminate unsolicited mail (spam) or other undesirable information;

6.6.14. Not to use the Website and its Content for any purposes forbidden by Applicable Legislation, nor instigate any illegal activity or other activity that violates the rights of the Company and other individuals.

6.6.15. Avoid any behavior aimed at inflicting damage on the owner of the Website, proprietors and other individuals, other Users.

6.6.16. Avoid using any unauthorized data which the User does not have the right to use for registration purposes.

6.6.17. Not to use the Website to gain profit, post advertising, carry out fraudulent schemes and other illegal actions.

6.6.18. Not to use software errors (and shall undertake to immediately inform the Company about them), not interfere with program code, not obtain unauthorized access to the computer system, Databases.

6.6.19. That all data, including personal data provided by them to the Company, as well as posted by them on the Website were obtained on lawful grounds and with the observance of Applicable Legislation concerning the personal data;

6.6.20. That they have the right to use the methods selected by them to pay for the Services without violating the Applicable Legislation and/or legislation of another country of the User's residence. The Company bears no responsibility for possible damage to third parties and/or other Users caused as a result of the User's use of payment means that do not belong to them.

6.7. The Company shall rely on the good faith of the User and the guarantees given by them. In the case of User violation of their obligations assumed under the Agreement and guarantees provided in cl. 6.6. of the Agreement, the User shall undertake to compensate the Company for any losses it incurs.

7. Protection of the intellectual property rights

7.1. Except as otherwise expressly provided by User Agreements, all intellectual property rights to the content published on the website, in the software and related services of the Company, including but not limited to program code, technologies, interfaces, web pages, texts, images, graphics, design, presentation materials and other elements, as well as the rights to the data published on the Company's platforms and resources, shall belong exclusively to

the Company. Without a prior written consent from the Company, the User shall not copy, reproduce, use or distribute the specified materials, data, code or design elements in whole or in part.

6.2. The Company respects the intellectual property rights of the Users. The Company will not use, modify, copy, publicly distribute, broadcast, process, disseminate, publish or otherwise use the results of intellectual activity which belong to the User without their prior consent save as stipulated by applicable law.

6.3. If any person or organization believes that the content published on the Company's website violates their lawful rights and interests, such person/organization has the right to submit to the Company a written notice concerning such violation. Upon receipt of a legally sound and properly executed notice concerning the violation, the Company will take appropriate measures in accordance with the effective legislation of the People's Republic of China.

6.4. Unless otherwise specified separately, all rights to the CDEK logo, its word designations, graphic or word and graphic combinations, other designations, signs, service names, technical documentation and other elements shall belong to the Company and/or its affiliated companies.

6.5. The User shall undertake to respect the rights of intellectual property and other lawful rights of the Company and third parties. In case where the User violates the above-stated rights and thereby causes damage to the Company, its employees, shareholders or partners, the User undertakes to compensate all incurred losses. The Company reserves the right to terminate the provision of services to a User which violated the intellectual property rights with no obligation to return any amounts previously paid by such User.

8. Responsibility

8.1. By accepting the terms and conditions of this Agreement, the User understands, accepts and agrees that they shall:

8.1.1. Use the Website at their own risk and bear personal responsibility for possible consequences of using the information and materials, including the damage that the information and materials may cause to the User or third parties, as well as for the loss of data or any other damage;

8.1.2. Undertake, acting on their own and at their own expense, to settle all third party claims related to the User's acts or omissions when using the Website;

8.1.3. Undertake, acting on their own and at their own expense, to settle all third party claims related to the User's acts or omissions when using the Website.

8.1.4. Bear personal responsibility for the correctness of payments effected by them to pay for the services. If a dispute arises concerning the fact of a payment, the burden of proof shall lie with the User.

8.2. Any losses that the User may bear in case of intentional or careless violation of any provision hereunder, as well as due to unauthorized access to communications of another

User, or due to the behaviour of other Users or third parties, shall not be reimbursed by the Company.

8.3. Acknowledging the international nature of the Internet, the User shall be liable for observing all relevant rules and laws concerning the User's behaviour on the Internet.

8.4. If the rules of Website use are violated, the User shall undertake to compensate the damage caused by such behavior to the Company.

8.5. The Company shall not be liable for:

8.5.1. Any technical malfunctions or other problems in or with any telephone networks or services, computer systems, servers or providers, computer or telephone equipment, software, malfunctions in e-mail services or scripts due to technical reasons.

8.5.2. Payment system behaviour and delays related to their operation.

8.5.3. The contents of the non-Company websites that can be referenced on the Website, and shall not guarantee their accessibility, correct operation and correspondence with the announced topic.

8.5.4. Improper Website functioning if the User does not have the requisite technical devices to use it, and also shall not bear any obligations to provide the users with such devices.

8.5.5. User's inability to raise an Order/use a certain service on the Website for any reasons.

8.5.6. Any damage to the computer of the User or another individual, mobile devices or any other equipment or software caused by or related to materials downloaded from the Website or via links posted on the Website, or the use of Company Services or individual parts/functions of Services by the User.

8.5.7. Any losses, including lost profit, moral and other damage caused to the User or third parties through their use of the Website, Website content or other materials accessed with the use of the Website or in relation to the Website functioning, as well as in all other cases specified herein.

8.5.8. Losses of any kind incurred by the User as a result of or in connection with the User's failure to comply with the requirements of the Agreement concerning the security of credentials — login and password, as well as for the relevance of personal data and the lawfulness of their transfer from the User to the Company.

8.5.9. Correspondence of the Services to the User's expectations, goals and requirements.

8.6. The Company shall be responsible for the proper fulfillment of obligations hereunder in case of its guilty acts or omissions, and limits its liability to an amount equal to the cost of services. The Company shall bear no responsibility for indirect damage, lost profits or damage caused as a result of third-party acts or due to force majeure.

9. Violation of the Terms and Conditions of the User Agreement

9.1. The Company shall have the right, without prior notification of the User, to terminate and/or block access to the Website, delete the registered account of the User, if the User violates this Agreement or the Website use terms and conditions contained in other documents, if there are circumstances indicating that the Website is used for fraudulent, criminal or terrorist purposes, violates the rights and legal interests of third parties, in any other way promotes or could promote violation of the Applicable Legislation, as well as if the operation of the Website discontinues or due to technical malfunction or problem.

9.2. The Company shall not be liable to the User or third parties for the termination of access

to the Website if the User violates any provision of this Agreement or another document containing the Website use terms and conditions.

10. Personal data Detailed rules and objectives of personal data processing are set out in the [Privacy Policy](#) which forms an integral part of this Agreement.

11. Dispute resolution

11.1. If any disagreements or disputes arise between the Parties to this Agreement, filing a claim shall be a mandatory condition before a court appeal. The claims related to disputes hereunder shall be addressed to the Company.

11.2. If a dispute cannot be resolved amicably, either of the Parties shall have the right to refer to the court for the protection of their rights; disputes shall be considered in the people's court at the Company's place of business in China. The applicable law shall be the legislation of the People's Republic of China.

12. Additional Provisions

12.1. The Company shall not accept any counter-offers from the User concerning amendments to this User Agreement.

12.2. The Company shall have the right to make changes to this Agreement which shall be published on the corresponding page of the Website. The User acknowledges and agrees that they bear personal responsibility for a timely review of the changes to the Agreement, and that the new version hereof shall come into force when published on the Website, unless otherwise provided in the new version. Notifications concerning the changes are not forwarded to the Users directly.

12.3. If part of the provisions in this Agreement is deemed invalid, the remaining parts of the Agreement shall remain in force. A waiver of any provision or condition of this Agreement, or any violation thereof by either of the parties shall not invalidate the provisions of the Agreement.

12.4. This Agreement may be amended or supplemented at any time at the Company's discretion without any special notification of the User about this. The new version of the Agreement, amendments and supplements hereto shall become valid from the time they are posted on the Website, if not otherwise stipulated by the new version of the Agreement, amendments and supplements hereto. Regular familiarization with the prevailing Agreement version shall be the obligation of the User. The Website use after the entry into force of a new version of the Agreement, additions and amendments hereto shall mean the User's consent to all such amendments or additions, or the new version of the Agreement.

12.5. At any time the User shall be entitled to cancel this Agreement unilaterally.