

Welcome to use the Dtop website or application. Please read these terms and conditions carefully. By clicking "Agree" to these terms, or by actually participating in this project in accordance with the terms, it shall be deemed that you agree to and accept these terms. Please be sure to read and fully understand the contents of each term, especially the clauses exempting or limiting liability, the clauses on applicable law and dispute resolution. If you do not agree to these terms of use, please do not access and/or use this platform or service.

1 Acceptance of Terms

1.1 Scope of Terms and Conditions:

- 1.1.1 The following terms and conditions ("Terms and Conditions") apply to any and all access and use of the platform. You can view the terms and conditions through the link on the platform's homepage.

- 1.1.2 These Terms and Conditions should be read together with the following documents:

- (a) Terms of Service (for sellers)

- (b) Cancellation, Exchange, Return, and Refund Policy

- (c) Privacy Policy

- (d) All other policies periodically published on the platform.

1.1.3 Policy terms become part of these Terms and Conditions by reference and collectively represent the legally binding agreement between members and the company. For the avoidance of doubt, in the event of any inconsistency, the terms and conditions in these Terms and Conditions shall prevail.

1.1.4 For the avoidance of doubt, the general reference to "Terms and Conditions" herein shall include the terms and conditions in the policies.

1.2 Use of Services and Platform:

- 1.2.1 The company provides e-commerce facilities and services through the platform, allowing members to buy and sell products.
- 1.2.2 By accessing, browsing, and/or using the platform, you are deemed to have irrevocably and unconditionally agreed to the Terms and Conditions.
- 1.2.3 If you do not agree to any of the terms and conditions, you may not access and/or use our services or platform.
- 1.2.4 You agree to assume the risks of using the platform. We shall not be liable for any losses suffered by you as a result of such use, and you irrevocably agree to indemnify us and hold us harmless from any damages you may incur.

1.3 Use of Member Personal Data:

- 1.3.1 For a complete description of how the company uses and protects member personal data, you may refer to the Privacy Policy.
- 1.3.2 By continuing to access the platform and use the services, you are deemed to accept the terms of the Privacy Policy. If you object to the use of your personal data as described in the Privacy Policy, please do not use our services or platform.
- 1.3.3 Based on business needs, you understand and agree to authorize us and our third-party partners to reasonably use the personal information you provide. For better service to you, you understand and agree that we may share your personal information with cooperating third parties. In this case, we will seek your consent in

accordance with the law. If you refuse to provide consent, you may not be able to use third-party services, but it will not affect your continued use of the products and services provided by this app. The aforementioned user personal information includes avatars, nicknames, real names, contact addresses, transaction order information, payment account information, bank card information, etc.

1.4. Modification of Terms and Conditions:

- 1.4.1 The company reserves the right to modify, amend, or change the terms and conditions at any time, at our sole and absolute discretion. In such a case, the company will notify you of such modifications or changes (including the effective date) by posting an announcement on the platform's homepage. You shall be bound by the modified terms and conditions. Therefore, you are responsible for regularly accessing the platform, reviewing the terms and conditions, and policies, and staying informed of any changes made to the terms and conditions.
- 1.4.2 If you do not agree with any modifications or amendments to the terms and conditions, please discontinue using the platform. You agree to assume the risks of using the platform, and your use of the platform after any modifications or amendments to the terms and conditions constitutes your agreement and acceptance of being bound by them.
- 1.4.3 We shall not be liable or agree to compensate you for any losses suffered due to modified terms and conditions or your failure to timely understand the modifications to the terms and conditions, and you irrevocably agree to hold us harmless or compensate us for any losses you may incur.

2 Application and Registration as a Member

2.1 Registration as a Member:

- 2.1.1 In order to access or use certain services on the platform, you need to register as a member ("Member"). Unless otherwise specified by the company, registration as a member is free.
- 2.1.2 If the company, at its sole and absolute discretion, deems that you have violated any terms and conditions.

2.2 Member Categories:

- 2.2.1 Membership on the platform may belong to any one or more of the following categories:

(a) Shoppers

(b) Individual Sellers

2.3 Application Requirements

- 2.3.1 To become a member, you must comply with the following requirements:
 - (a) If you are a company/registered business, you must be a legal entity or possess a business registration number, and be authorized under your articles to transact business with us pursuant to Cayman Islands law.
 - (b) For business seller members, you must also provide all such information and documents supporting the application as required, including but not limited to your company/business registration number, company registration documents, and details of individuals handling member accounts.
- 2.3.2 You warrant that all information provided to the company during the

registration process is accurate, current, and complete at all times, and you will immediately notify us of any changes. If we rely on your application content and accept you as a member, you irrevocably agree that you shall indemnify and hold us harmless, and indemnify us against any losses incurred by us due to any inaccurate or false statements or misrepresentations of fact made by you to us.

- 2.3.3 In the following circumstances, we reserve the sole discretion to accept or reject your application to become a member:

- (a) We are unable to verify your identity.

- (b) The information you provided during registration (e.g., email address, phone number, company/business registration number, etc.) matches with an existing member account registered on the platform.

- (c) You provided false or inaccurate information during the application process, or failed to provide necessary information.

- (d) You apply for membership within one (1) month from the termination or cancellation date of your earlier membership on the platform.

- (e) You register as a member under another account while your account is temporarily or permanently suspended when applying for a new member account.

- (f) You violate any terms and conditions.

- (g) For any other reasons as determined by the company.

For the avoidance of doubt, our above decision is not subject to challenge.

2.4 Completion of Registration:

- 2.4.1 You will become a member upon successfully completing the registration

process as determined by the platform. If necessary, our registration process may include verification of your identity by submitting certain documents and supporting materials as requested by us.

2.5 Protection of Account Details:

- 2.5.1 Each member is responsible for maintaining the confidentiality of their member account information, including account passwords, and all activities occurring under the member account. If your account or password is subject to any unauthorized use or any other security breach, please notify us immediately. You may be liable for any losses suffered by the company or any other members and/or sellers due to the unauthorized use of your password or account by others.

- 2.5.2 You may not use anyone else's password or member account at any time. We reserve the right to disable any member ID or password at any time for any reason, including your violation of any provisions of these terms and conditions.

2.6 Use of Services:

- 2.6.1 The platform and its services are free for use by shoppers.
- 2.6.2 Certain services or features provided on the platform for sellers may require payment of fees as further described in the terms of service, policies, and/or any other agreements between the seller and the company.
- 2.6.3 Any fees charged shall be collected, settled, and/or otherwise handled in accordance with the terms of service, policies, and/or any other agreements between the seller and the company.
- 2.6.4 Points given to users by the platform are provided as part of promotional activities when purchasing products, and users can use them in accordance with the platform's point rules.

2.7 Suspension and Termination of

Membership: • 2.7.1 Company's Access, Suspension, or Termination Limitations. Pursuant to Section 2.8, the company has the right to limit your access to services and/or temporarily or permanently suspend services and/or your account, terminate your account, and/or take any such measures or actions deemed necessary by the company without further notice if the following circumstances occur: (a) You violate any prohibited actions under Section 4.1. (b) You have committed or are suspected of committing any misconduct/unlawful behavior, or you have committed or are suspected of violating or are expected to violate any of these terms and conditions. (c) The company may, in its sole discretion, determine if there are any other reasonable grounds. • 2.7.2 Consequences of Termination of Membership. Upon termination of your membership pursuant to Section 2.7.1: (a) All accumulated points (as defined herein). (b) Your shopping history. For the avoidance of doubt, members agree to bear all consequences arising from such termination.

2.7 Suspension and Termination of Membership

• 2.7.1 Restrictions on Company's Access, Suspension, or Termination. Pursuant to Section 2.8, the company reserves the right to restrict your access to services and/or temporarily or permanently suspend services and/or your account, terminate your account, and/or take any such measures or actions deemed necessary by the company without further notice in the following circumstances:

(a) You violate any prohibited actions under Section 4.1.

(b) You have committed or are suspected of committing any misconduct/unlawful behavior, or you have committed or are suspected of violating or are expected to violate any of these terms and conditions.

(c) The company may, in its sole discretion, determine if there are any other reasonable grounds.

- 2.7.2 Consequences of Termination of Membership. Upon termination of your membership pursuant to Section 2.7.1:

(a) All accumulated points (as defined herein).

(b) Your shopping history; For the avoidance of doubt, members agree to bear all consequences arising from such termination.

2.8 Company's Rights Upon Suspension/Termination of Membership:

(a) Cancel and/or revoke any and all transactions under your account, including canceling delivery of any products purchased and refunding all amounts paid for such products (if applicable).

(b) Cancel, confiscate, or deduct any points, credits, and/or coupons available in your account as of the termination date.

(c) Cancel, confiscate, or deduct any other benefits that may have been provided to you as a member.

(d) Prohibit or restrict the use of all or part of the services and/or platform.

(e) Refuse or deny any new membership applications submitted by you within one (1) month from the termination date.

(f) Prohibit the use of your previous membership qualification for any new member

account applied by you, as determined by us at our sole discretion.

(g) Compensate or indemnify as required under Section 2.9.

2.9 Compensation for Losses

You shall be responsible for and indemnify the company for all costs and expenses incurred by the company due to any actions taken by you during the use of services and/or access to the platform. In the event of any queries, complaints, or claims raised by third parties as a result of your actions mentioned above, you shall be solely responsible and liable to the third party and shall settle such queries, complaints, or claims on your own, bearing the responsibility for compensation and indemnification. Maintain indemnity and keep the company harmless from damages at all times.

3 Relationships of the Parties

3.1 Company's Role

- 3.1.1 The company primarily operates, manages, and provides the platform as a marketplace for shoppers ("Shoppers") and sellers ("Sellers") to facilitate secure and reliable transactions between members.
- 3.1.2 For clarity, when you make purchases on the platform, you are purchasing products from independent sellers, not the company, unless explicitly specified as a seller in our records.

4 Use of Platform and Services

- 4.1 Compliance

(a) Compliance with Laws

You shall comply with all applicable laws and regulations and shall not engage in or participate in any illegal activities, including but not limited to:

(i) Committing fraud, such as using someone else's identity, credit card, or bank account to shop on the platform.

(ii) Distributing, sending, or assisting in sending any unsolicited commercial communications or engaging in any form of spamming activity.

(iii) Using the services to facilitate and promote pyramid schemes.

(iv) You shall not engage in illegal criminal activities such as money laundering, stealing trade secrets, or stealing personal information using this platform.

(b) Compliance with Terms and Conditions. You shall adhere to these terms and conditions as well as our policies.

(c) Uploading and Using Content. You shall not upload, post, copy, encourage, advertise, or promote the use of any information, text, images, graphics, video clips, sounds, directories, files, databases, or listings ("Content") provided through the platform and services that:

(i) Are false, inaccurate, misleading, illegal, defamatory, slanderous, discriminatory, obscene, offensive, infringe upon privacy, harassing, threatening, or abusive.

(ii) Infringe upon or misappropriate the intellectual property of this company or other third parties.

(iii) Use of Services to Promote and Facilitate Pyramid Schemes.

(iv) Engaging in illegal criminal activities such as money laundering, theft of trade secrets, or stealing personal information using this platform.

(b) Compliance with Terms and Conditions. You shall adhere to these terms and conditions as well as our policies.

(c) Uploading and Using Content. You shall not upload, post, copy, encourage, advertise, or promote the use of any information, text, images, graphics, video clips, sounds, directories, files, databases, or listings ("Content") provided through the platform and services that:

(i) Are false, inaccurate, misleading, illegal, defamatory, slanderous, discriminatory, obscene, offensive, infringe upon privacy, harassing, threatening, or abusive.

(ii) Infringe upon or misappropriate the intellectual property of this company or other third parties.

(d) Resale of Services and Content. You shall not copy, reproduce, compile, modify, distribute, or resell any services or content, or use them for commercial purposes in any way.

(e) Use of Personal Data. Without their consent, you shall not collect or publish personal information about other members or other third parties, including email addresses.

(f) Abuse of Processes. You shall not use the services, access the website, or manipulate the website's systems and/or processes in a fraudulent or deceptive, dishonest, unauthorized, and/or non-compliant manner with the terms and conditions, including but not limited to:

(i) Transferring your membership account to another party and/or allowing third-party access to your membership account and membership ID without our

explicit written consent.

(ii) Engaging in and completing any transactions with other members directly ("Direct Transactions") outside the platform and/or without using the payment protection services provided by the company on the platform as described in Article 6.

(iii) Exploiting or attempting to exploit any benefits offered by the company (including but not limited to discounts and/or coupons) by registering multiple accounts and/or purchasing products without intent to complete the same operation inadvertently.

(iv) Manipulating the prices of any items or interfering with the listings of other members.

(v) Engaging in any behavior that may disrupt the feedback or rating system (such as displaying, importing, or exporting feedback information from the platform or using it for purposes unrelated to the platform).

(g) Website and Service Interruptions. You shall not engage in or attempt to engage in any activities that disrupt or may disrupt the services or website or the smooth operation of the company's operations and/or business, including but not limited to:

(i) Spreading viruses or any other technology that may harm the interests or property of the platform or other members.

(ii) Taking any action to disrupt the integrity of the platform system or access platform systems, including computer or communication systems, networks,

software applications, or networks and computing devices related to the service ("Systems").

(iii) Monitoring data or traffic on the system or crawling the system without the company's permission.

(iv) Engaging in any denial of service (DoS) attacks, distributed denial of service (DDoS) attacks, or any other form of network attack.

(v) Engaging in any behavior that may interfere with the normal operation of the system; including mail/news bombing, broadcast attacks, flooding, and any other related network interference techniques.

(h) Acting in Good Faith. You shall act in accordance with good public order and moral norms and shall avoid:

(i) Making continuous complaints without any reasonable or justifiable reasons.

(ii) Repeatedly canceling or returning products without any reasonable or justifiable reasons, which are not particularly defective or unsatisfactory.

(iii) Engaging in behavior that violates public order or disrupts commonly accepted customs or norms.

- 4.1.2 Without prior notice, the company may prohibit you from using specific services on the platform, including but not limited to ownership rights, records, details, data, etc., or temporarily or permanently ban your account, terminate your use of the platform and services, or take any other appropriate measures it deems fit in the event of a violation of any conditions stipulated in the aforementioned clause 4.1.1.

- 4.1.3 As mentioned in clause 4.1.1(f)(ii) above, if you are requested to engage in any direct transactions, please report to the company. The company shall not be responsible for any issues or problems incurred by any members due to such direct transactions.

4.2 Liability of Third-Party Websites If the company posts any information provided by its partners, or provides reference information or content provided by third parties on this website or links to such third-party websites for your convenience, and you access such third-party websites, you do so at your own risk. The company accepts no responsibility.

4.3 Suspension of Service

- 4.3.1 If the service cannot be provided due to the following reasons, the company may restrict or temporarily suspend the provision of all or part of the service to you:
 - (a) Maintenance work on the platform.
 - (b) Power or communication interruption occurs.
 - (c) Technical issues with our third-party suppliers or partners.
 - (d) Natural disasters, acts of terrorism, or other force majeure events.
 - (e) Any other reasons that the company may deem necessary for such suspension.

Following the suspension of service, the company shall, where reasonably practicable, promptly post a notice of suspended service on the platform.

- 4.3.2 The company shall not be liable for any damages or losses suffered by you or any third party as a result of any restrictions or temporary suspension of any services in accordance with the terms and conditions herein.

5 Sale of Products:

5.1 No Agency

- 5.1.1 The company is not an agent for either the buyer or the seller, nor does it represent either party or have the authority to act on behalf of either party.
- 5.1.2 Whether you are a buyer or a seller (as applicable), you shall be responsible for transactions between you and other members and for dealings you have with other members.

5.2 No Warranty:

- 5.2.1 The company does not control the actions of members or the information provided by members on the platform. Therefore, we do not provide any guarantees for transactions conducted between buyers and sellers or third-party platforms. Additionally, we do not guarantee the following:
 - (a) The existence, quality, completeness, suitability, safety, or legality of any product.
 - (b) The authenticity of any intent by buyers or sellers to sell or purchase products.
 - (c) Whether the products infringe upon the rights of any other third party.
 - (d) The truthfulness, accuracy, or legality of any information provided by sellers or buyers regarding products.
 - (e) That all transactions will be completed.

- 5.2.2 The responsibility and risk associated with any transactions between buyers and sellers are borne by the parties involved. Therefore, before engaging in any transactions on the website, you must assess statements, product descriptions, statements made by the other party, the other party's ability to pay or deliver the offered products, and the specific terms and conditions imposed by the seller regarding refunds, exchanges, and returns (if any).
- 5.2.3 Individuals under the age of 18 may not purchase any products without the consent of their parents or legal guardians. The company or the parents or legal guardians (as applicable) may cancel any transactions conducted without such consent.

5.3 Placing an Order:

- 5.3.1 If you, as a buyer, place an order on the platform to purchase a product and the order is accepted by the seller, you are obligated to complete the transaction with the seller and be bound by any additional terms specified by the seller in their seller store on the platform.

Unless otherwise stated,

- (a) where the law or these Terms and Conditions prohibit transactions,
- (b) where there is a material change in the description of the product by the seller, or the product does not match the description provided by the seller, or
- (c) where there is a significant error in the product listing information affecting the terms of sale.

- 5.3.2 Before the seller accepts such an order, the shopper may cancel the order at

any time.

- 5.3.3 The platform shall notify all orders to the seller, and upon the seller's acceptance of the order, the transaction status shall be reflected as "Processing".
- 5.3.4 If you have submitted an order and made full payment, and the seller fails to confirm acceptance of the order within the time period specified in the terms of service, you may request the cancellation of the transaction and a refund as per Clause 8.

5.4 Offers and Acceptance:

- 5.4.1 Invitation to Treat: For the avoidance of doubt, any and all information on this platform, including prices and details, constitutes an invitation to treat (an invitation for the shopper to make an offer to form a contract) and is not deemed to be a binding offer.
- 5.4.2 Offer by Shopper: If you place an order on the platform and make payment for a product, you are effectively making an offer to purchase the product to the seller based on the product information and description applicable at the time of purchase.
- 5.4.3 Acceptance by Seller: While the seller will make every effort to supply the product ordered, the seller is only legally obligated to do so when they confirm acceptance of your offer through the platform. The order is deemed to be accepted and the contract becomes binding only when the order status on the platform is updated to "Processing".
- 5.4.4 Right to Cancel Due to Technical/Operational Errors: We reserve the

absolute right to correct such errors and/or cancel any transactions entered into relying on such errors.

- 5.4.5 Compensation Limited to Refund of Amount Paid: You agree and understand that in the event of any cancellation made pursuant to this Clause 5.4, your remedy as a shopper shall be limited to the refund of the amount paid for any such cancelled transactions. Nothing in this Clause shall confer upon you any further or additional rights to compensation, and you shall not be entitled to insist on the completion of the transaction and/or delivery of the product under the order.

5.5 Product Payments:

- 5.5.1 Payments for products purchased on the platform can be made through the methods provided on the payment page. Refund methods will be handled according to the cancellation, exchange, return, and refund policies.
- 5.5.2 When making payments, you may only use payment methods that are legally available to you and may not use any payment methods on behalf of others. Similarly, we reserve the right to review all such payment transactions and to suspend processing of such transactions until our investigation is complete, if deemed necessary. As a shopper, you agree to be responsible for all damages and losses suffered by the company, the owners of such payment methods, and the sellers due to any fraudulent activities discovered under this Clause 5.5.3.

6 Payment Protection Services:

6.1 Purpose and Mechanism

- 6.1.1 The company provides Payment Protection Services ("Payment Protection Services") to help create a secure environment for electronic commerce transactions for its members. The Payment Protection Service is a hosted payment service provided by the company, where any amount paid by the shopper for purchasing products is withheld by the company and released to the seller only upon confirmation of delivery of the product and meeting other appropriate criteria to ensure the interests of the shopper are protected. The Payment Protection Service applies to all products purchased on the platform and is a free service.

- 6.1.2 Under the Payment Protection Service, if you purchase any product and complete full payment, but encounter the following situations:

- (a) The product is not received within the timeframe specified by the seller on the product page.

- (b) The received product is defective, significantly different from the description, or does not match the product details stated on the platform. You may contact the company, and we will refund the amount paid for the product after conducting appropriate investigations.

6.2 Termination of Payment Protection Services

- 6.2.1 Please note that you are only entitled to Shopper Protection under the Payment Protection Services once you have successfully delivered and accepted the purchased product, which should occur at any time before purchase confirmation, i.e., when the transaction status is updated to reflect "Purchase Confirmed" on the

platform.

- 6.2.2 Receipt of the order can be confirmed through:

(a) Shopper's purchase confirmation. You can confirm your purchase by accessing "My Profile > My Orders" on the website/mobile application and clicking the "Confirm Receipt" button.

If you fail to take affirmative action to confirm receipt of the product as per Clause 6.2.2 and do not take any affirmative action to return the received product or request an exchange.

- 6.2.3 Once the transaction status changes to "Received" on the platform, you will no longer be entitled to the protection of the Payment Protection Services for that transaction, and your payment for the product will be released to the seller according to our standard practices and policies.

- 6.2.4 Please note that after the termination of Payment Protection Services, any requests for cancellation and refund of orders will need to be directly addressed to the seller, subject to approval by the seller and any such terms and conditions as the seller may impose.

6.3 No Representation

The provision of Payment Protection Services by the company does not make the company a representative of the seller or the shopper, nor does it imply that the company represents any shopper or seller in fulfilling obligations related to any transaction.

7 Product Delivery:

7.1 Correct Delivery Address

- 7.1.1 Products shall be delivered to the address specified in your order.
- 7.1.2 You agree to bear the risk of incorrect delivery of products due to information provided by you being incorrect.

7.2 Failure to Deliver by Seller

- 7.2.1 If you have placed an order and made full payment, but the seller fails to deliver the product within the timeframe specified on the product page without any proper, reasonable, and acceptable reasons, you may request the transaction to be canceled.
- 7.2.2 In such a case, the company shall refund any amount paid by you in accordance with the then-applicable cancellation, exchange, return, and refund policy.

8 Cancellation, Return, Exchange, and Refund:

8.1 Please refer to the cancellation, exchange, return, and refund policy for more information on the obligations of the seller or the shopper regarding cancellation, exchange, return, and refund.

8.2 For the avoidance of doubt, the cancellation, exchange, return, and refund policy shall be read together with the Terms of Service, these terms and conditions, and other such policies in effect from time to time.

9 Feedback and Review System:

9.1 Right to Remove Feedback

If the company deems any product review you have posted unsuitable for public disclosure or defamatory or potentially in violation of the law or these terms and conditions, the company reserves the right to remove such reviews at its sole and absolute discretion without further notice.

10 Disputes Between Shoppers and Sellers:

10.1 Good Faith Discussions If you encounter any disputes with other members (referred to collectively as the "parties in dispute") regarding the purchase and sale of products on the platform, you should first attempt to resolve the dispute ("Dispute") with the member in good faith through the following means.

10.2 Submission of Dispute to the Company

10.2.1 If the parties in dispute fail to resolve the dispute within any deadline prescribed in these terms and/or the terms of service according to Clause 10.1, you or any other member may submit such dispute to the company for final resolution and determination.

10.2.2 You agree that the company has the full power, authority, and discretion to make the final decision on such disputes.

10.3 Company's Decision:

- 10.3.1 The company shall review the evidence received from the parties in dispute and shall make a final decision ("Decision") on the dispute, taking into consideration principles and practices commonly accepted in the relevant industry and the interests of all parties.

- 10.3.2 You agree to comply with and be bound by such Decision, and to facilitate

the Decision, you expressly acknowledge and agree that the company has the right to take the following actions regarding disputes and Decisions:

- (a) Cancel any transactions on the platform.
- (b) Release any funds held under the Payment Protection Services to any party (if applicable).
- (c) Temporarily or permanently suspend the account of any party or parties in dispute on the platform.
- (d) Temporarily or permanently remove the listings of specific products from the platform.
- (e) Request removal or remove, at its discretion, any illegal content from sellers' stores on the platform.
- (f) Modify the ratings of any party or parties in dispute on the platform.
- (g) Cancel any issued coupons, points, purchase vouchers, restocking points, active funds, prepaid credits, shared Spaces.
- (h) Take any other actions deemed necessary to ensure the fair and equitable execution of the Decision.

- 10.3.3 Notwithstanding the foregoing, you acknowledge that the company is not a judicial or arbitral body and acts only as a facilitator of dispute resolution as a layperson. The company does not act as an agent for either party to the dispute but merely facilitates dispute resolution. Therefore, you agree not to hold the company liable and shall waive any claims you may have against the company regarding such Decision and disputes.

11 Intellectual Property:

11.1 Website Content. The company is the sole owner or lawful licensee of all rights and interests in the platform and its content ("Website Content"). All ownership, proprietary rights, and intellectual property rights in the platform and Website Content are owned by the company, our affiliates, or licensors, as applicable. All rights reserved under these terms and conditions or as otherwise stated by the company.

11.2 Trademarks:

"Dtop" and related icons and logos are registered trademarks or service marks owned or licensed by the company and are protected by applicable copyright, trademark, and other laws. Unauthorized copying, modification, use, or publication of these marks is strictly prohibited.

11.3 Infringement:

If anyone infringes or violates their copyrights or other intellectual property rights on the platform, anyone may protect their rights by contacting the company. Pursuant to the same clause, the company may, in its sole discretion, decide to remove the listed products, information, specifications, and/or photos of complaints and suspend the sale of the relevant products until the company, in its sole discretion, deems the evidence provided sufficient to prove the invalidity of the complaint and/or claim.

11.4 Compliance:

You shall ensure that all content you provide or make available on the platform,

including but not limited to listings, information, specifications, photos, and products for sale, does not infringe or violate trademarks, patents, copyrights, trade names, domain names, portrait rights, design rights, utility models, trade secrets, proprietary technologies, confidential information, database rights, software rights, semiconductor and/or circuit layout rights, and all other types of intellectual property. You shall also ensure that the use of such intellectual property has obtained prior approval or consent from the intellectual property owner, or exists in the public domain worldwide.

11.5 Ownership of Product Photos or Videos Arranged by the Company:

For the avoidance of doubt, the intellectual property rights in any product photos or videos arranged and/or taken by the company, as part of any additional support under the service, shall belong to the company.

11.6 Affiliated Companies:

To facilitate sales, any information about products for sale displayed by any member on the platform may be disclosed to affiliated third parties of the company, including platforms and blogs owned and/or affiliated with such third parties. Any such disclosure shall be subject to the terms of service and these terms and conditions.

11.7 Indemnification:

You shall indemnify the company, its directors, and employees and hold the company harmless from and against any and all lawsuits, claims, and demands arising out of or related to your use of intellectual property or violation of any

applicable intellectual property laws.

11.8 Third-Party Claims:

If you receive any claim from a third party alleging that your posts on the platform infringe or violate any third-party intellectual property rights, or that the content of such posts may be subject to any other form of attack, whether or not related to legal action, you shall indemnify and hold harmless the company, its directors, and employees, and the platform from and against any involvement in such claims to the fullest extent possible.

11.9 Complaints:

You shall promptly notify the company of any complaints or allegations of third-party intellectual property infringement to the extent reasonably practicable.

You shall fully compensate the company, its directors and employees, and/or the platform for any losses and expenses incurred as a result of your use of any intellectual property.

11.10 Usage:

If you post content or submit materials to the platform, unless otherwise specified by the company, you are deemed to have granted the company a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works, distribute, and display such content worldwide on any media.

12 Liability:

12.1 In the event of a dispute between you and a member regarding a product

purchased on the platform, you shall release the company from all claims, demands, and damages, whether actual or indirect, of any kind and nature, known or unknown, arising out of or in any way connected with such dispute.

12.2 The company does not guarantee the quality, safety, or legality of products, the truthfulness or accuracy of content or listings by sellers and other members on the platform, nor does it guarantee that members will actually complete specific transactions.

12.3 The company cannot and does not guarantee continuous or secure access to the platform and its services, as the operation of the platform may be affected by numerous factors beyond the company's control.

12.4 All materials, information, software, products, services, and other content contained on the platform or linked websites are provided to you on an "as is" basis, without any express or implied warranties or conditions, including but not limited to implied warranties or conditions of merchantability, fitness for a particular purpose, ownership, non-infringement, security, or accuracy.

12.5 The company shall not be liable for any errors, inaccuracies, or omissions in platform information, and in no event shall the company be liable for any loss or damage incurred by you relying on information obtained through the platform. You are responsible for evaluating the accuracy, completeness, and usefulness of any information provided, and your use of the platform is at your own risk.

12.6 The company shall not be liable for any loss, damage, injury, or expense arising from or related to the supply or use of products, whether in tort, contract,

negligence, or otherwise. In no event shall the company be liable for any loss of profits, loss of data, or any other special, indirect, incidental, or consequential damages, whether foreseeable or unforeseeable, based on a member's claim or arising out of contract, tort, or otherwise.

12.7 The company shall not be responsible for unauthorized access or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions conducted through this platform. Specifically, you agree that the company shall not be liable for any threats, defamation, obscenity, offensive or illegal content or conduct, or any infringement of rights (including intellectual property rights) by any other party. Furthermore, you agree that the company shall not be responsible for any content sent and/or included in this website by third parties using communication services. In no event shall the company be liable for any special, incidental, indirect, or consequential damages or any damages whatsoever, including but not limited to:

- (1) Reliance on the materials provided.
- (2) Cost of substitute products.
- (3) Loss of use, data, or profits.
- (4) Delay or business interruption.
- (5) Negligence.
- (6) Any liability theory arising from the use of this platform, whether or not the company has been advised of the possibility of such damages.

13 No Warranty:

13.1 You will not hold the company accountable for other members' content, actions, or inactions, or products listed by members (including their posted content).

13.2 You understand and agree that your dealings with members on the platform are considered private contractual arrangements between you and such members, and the company is not a party to, nor does it represent either the member or you in these transactions. The company is only responsible for operating and managing the platform and will make reasonable efforts to maintain efficient service on the platform.

13.3 The company and the platform cannot control or guarantee the quality, safety, or legality of the advertised products, the truthfulness or accuracy of the members' content or listings, the ability of members to sell or purchase products, or that any transactions will be completed successfully.

13.4 The company and the platform will not transfer legal ownership of products from the seller to the shopper. Unless otherwise agreed between the shopper and the seller, the shopper becomes the legal owner of the product once the seller actually receives it.

13.5 The company cannot guarantee continuous or secure access to its services, as the operation of the platform may be interfered with by numerous factors beyond the company' s control.

13.6 If you have a dispute with one or more members, you release the company and its officers, directors, agents, subsidiaries, joint ventures, and employees from

claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in connection with such disputes. The company has made reasonable efforts to post up-to-date and accurate information on this platform; however, the company is not responsible for any errors, inaccuracies, or omissions in the information provided on this platform. Under no circumstances will the company be responsible for any loss or damage resulting from reliance on information obtained through this platform. It is your responsibility to evaluate the accuracy, completeness, or usefulness of any information provided, and use of this platform is at your own risk.

13.7 When you navigate from this APP to other third-party platforms, you may need to sign separate agreements with those "external platforms." Understand that transactions between you and other "external platforms" are outside of Dtop Global Carnival's responsibility and legal obligations.

13.8 Any disputes arising from your transactions with third-party "external platforms" should be resolved by you according to legal and regulatory requirements or the respective platform's management rules, and Dtop Global Carnival is not obliged to participate in or interpret disputes between Dtop Global Carnival users and other third-party "external platforms."

13.9 To promote cooperation with third parties, partners may provide rewards in the form of points, coupons, virtual currency, etc. These rewards from third-party platforms are merely a form of reciprocation for user activities, and their value is not determined by this platform.

14 Access and Interference:

14.1 The platform contains robot exclusion headers. Most of the information on the platform is updated in real-time and is proprietary or licensed to the company by the platform' s members or third parties. You agree not to use any robot, spider, crawler, or other automated means to access the platform for any purpose without the company's prior written permission.

14.2 Furthermore, you agree not to:

- (a) take any action that, in the company' s sole discretion, imposes or may impose an unreasonable or disproportionately large load on the platform' s infrastructure;
- (b) copy, reproduce, modify, create derivative works from, distribute, or publicly display any content from the platform other than your own information and reference without the company's prior written permission;
- (c) interfere with or attempt to interfere with the proper working of the platform or any activities conducted on the platform; or
- (d) bypass the company' s robot exclusion headers or any other measures the company may use to prevent or restrict access to the platform.

15 General:

15.1 Applicable Law. These terms and conditions shall be governed by the laws of the Cayman Islands. Any dispute, claim, or controversy arising from or related to these terms and conditions, service terms, and/or policies will be submitted to arbitration in the Cayman Islands under Cayman Islands law. The arbitrator shall be legally trained with experience in the information technology and e-commerce

industry of the Cayman Islands and independent of any party. Despite the above, the company reserves the right to protect its intellectual property and confidential information through court injunctions or other equitable relief.

15.2 No Assignment. The company may assign and/or update these terms and conditions or any part thereof to any person or entity, providing written notice on the platform, to which you irrevocably agree and consent to any such assignment and/or update. You may not assign any part or all of these terms and conditions to any person or entity.

15.3 Force Majeure. The obligations will be suspended as long as the force majeure event continues, due to strikes, labor disputes, fire, flood, any governmental action, riots, wars, national emergencies, natural disasters, obstructions or hindrances due to government laws, rules, regulations, or orders, or any other force majeure event.

15.4 Severability. If any provision of these terms and conditions and/or service terms and/or policies is found to be illegal, invalid, or unenforceable under the law, these terms and conditions shall continue in effect, with such provision deemed to be severed from these terms and conditions effective from the date of such determination or as the company decides or both parties may agree, whichever is earlier.

15.5 Waiver: The failure of the company to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision.

"Policies" collectively refer to the following:

(a) Privacy Policy

(b) Cancellation, Exchange, Return, and Refund Policy

(c) All other policies published on the platform from time to time, including but not limited to those related to fraud, off-platform transactions, feedback manipulation, and the temporary or permanent suspension of members.

"Privacy Policy" refers to the company's policy regarding the collection, use, disclosure, and management of personal data on the platform. "Product" refers to the items and/or services listed for sale on the platform by sellers. "Seller" refers to a member who sells products on the platform, subject to the terms and conditions, service terms, and policies contained herein. For clarity, the term "seller" used in these terms and conditions or service terms refers to one or more of the following, depending on the context:

(a) Individual sellers.

(b) Local commercial sellers (with business/company registration), as stated under section 2.2.

"Service Terms" refer to the general terms and conditions that govern the rights and obligations of sellers selling their products on the platform. "Seller Center" is the virtual online store on the platform, allowing sellers to upload and list products for sale and conduct transactions. "Services" refer to the services provided by the company to members through the platform, which may include third-party services

such as payment gateway services, logistics management services, etc.

"Terms and Conditions" refer to these terms and conditions governing platform membership, including the eligibility requirements for members, the services available to members under the platform, the benefits to which members are entitled, and the rights and obligations of members.

"Platform" refers to the online marketplace owned and operated by the company, known as "Dtop," an e-commerce platform facilitating transactions between registered members.

欢迎使用 Dtop 网站或应用程序，请仔细阅读这些条款和条件应当认真阅读本条款。如您点击同意本条款，或已按照条款进行操作等实际参与到本项目的，即视为您同意并接受本条款。请您务必审慎阅读、充分理解各条款内容，特别是免除或者限制责任的条款、法律适用和争议解决条款。如果您不同意这些使用条款，请勿访问和/或使用本平台或服务。

1 接受条款

1.1 条款和条件的范围：

- 1.1.1 以下条款和条件(『条款和条件』) 适用于平台的任何和所有访问和使用。您可以通过平台主页上的链接查看条款和条件。

- 1.1.2 这些条款和条件应与以下文件一起阅读：

- (a) 服务条款(针对卖方)

- (b) 取消、换货、退货和退款政策

- (c) 隐私政策

- (d) 平台上不时发布的所有其他政策。

- 1.1.3 政策条款通过引用成为这些条款和条件的一部分，共同代表会员与公司之间具有法律约束力的协议。为免生疑问，如有任何不一致之处，以本条款和条件中的条款和条件为准。

- 1.1.4 为免生疑问，此处对“条款和条件”的一般引用应包括政策中的条款和条件。

1.2 服务和平台的使用：

- 1.2.1 公司通过平台提供电子商务设施和服务，使会员之间可以买卖产品。

- 1.2.2 通过访问、浏览和/或使用平台，您被视为已不可撤销且无条件地同意条款和条件。

- 1.2.3 如果您不同意任何条款和条件，则不得访问和/或使用我们的服务或平台。

- 1.2.4 您同意自行承担使用平台的风险。对于您因此类使用而遭受的损失，我们不承担任何责任或同意赔偿您，并且您不可撤销地同意使我们免受损害并赔偿您可能遭受的任何损失。

1.3 会员个人资料的使用:

- 1.3.1 有关公司如何使用和保护会员个人数据的完整描述, 您可以参考隐私政策。
- 1.3.2 继续访问平台并使用服务, 即视为您接受隐私政策的条款。如果您反对以隐私政策中描述的方式使用您的个人数据, 请不要使用我们的服务或平台。
- 1.3.3 基于业务需求, 您理解并同意授权我们以及我们的第三方合作公司对于您提供的个人信息作合理使用。为更好的向您提供服务, 您理解并同意我们可能会将您的个人信息与合作的第三方进行共享, 此时我们将按照法律的规定征求您的同意, 若您拒绝提供, 可能无法使用第三方的服务, 但不会影响您继续使用本 APP 提供的产品及服务。前述用户个人信息包括头像、昵称、真实姓名、联系地址、交易订单信息、付款账户信息、银行卡信息等。

1.4.条款和条件的修改:

- 1.4.1 公司有权在任何时候不时根据我们的全权和绝对酌情权酌情修改、修改或更改条款和条件。在这种情况下, 本公司将通过在平台主页上发布公告的方式将此类修改或变更(包括生效日期)通知您, 您应受修改后的条款和条件的约束。因此, 您有责任定期访问平台, 查看条款和条件以及政策, 并随时了解对条款和条件所做的任何更改。
- 1.4.2 如果您不同意条款和条件的任何修改或修改, 请停止使用平台。您同意自行承担使用平台的风险, 并且您在对条款和条件进行任何修改或修改后使用平台即表示您同意并接受受其约束。
- 1.4.3 我们不承担任何责任或同意赔偿您因修改后的条款和条件或您自己未能及时了解条款和条件的修改而遭受的损失, 并且您不可撤销地同意持有我们对您可能遭受的任何损失无害或赔偿我们。

2 申请和注册为会员

2.1 注册为会员:

- 2.1.1 为了访问或使用平台上的某些服务，您需要注册为会员(“会员”)。除非公司另有规定，否则注册成为会员是免费的。

- 2.1.2 如果公司全权绝对认为您违反了任何条款和条件。

2.2 会员类别：

- 2.2.1 平台的会员资格可以属于以下任何一种或多种类别：

- (a) 购物者

- (b) 个人卖家

2.3 申请要求

- 2.3.1 要成为会员，您必须遵守以下要求：

- (a) 如果您是公司/注册企业，您必须是法人实体或拥有商业登记号码，并根据您的章程文件获授权根据开曼群岛法律与我们开展业务。

- (b) 对于商业卖家会员，您还必须提供支持申请所需的所有此类信息和文件，包括但不限于您的公司/商业注册号、公司注册文件和处理会员帐户的人员的详细信息。

- 2.3.2 您保证在注册过程中提供给公司的所有信息在任何时候都是准确、最新和完整的，如果有任何更改，您将立即通知我们。如果我们依赖您的申请内容并接受您为会员，则您不可撤销地同意，您应赔偿并使我们免受损害，并使我们免受因任何不准确或虚假陈述或对您提交给我们的事实的虚假陈述。

- 2.3.3 在以下情况下，我们保留全权酌情决定接受或拒绝您成为会员的申请的权利：

- (a) 我们无法确定您的身份。

- (b) 您在注册时提供的资料(例如，电子邮件地址、电话号码、公司/商业登记号码等)与已在平台注册的会员账户相同。

- (c) 您在申请过程中提供了虚假或不准确的信息，或者没有提供必要的信息。

- (d) 您在平台上较早的会员资格终止或取消之日起不到一 (1) 个月内申请会员资格。
- (e) 您在另一个帐户下注册成为会员，在申请新会员帐户时该帐户被暂时或永久暂停。
- (f) 您违反了任何条款和条件。
- (g) 公司有权可以确定的任何其他原因。

为免生疑问，我们的上述决定不可质疑。

2.4 完成注册：

- 2.4.1 您将在成功完成平台确定的注册程序后成为会员。如有必要，我们的注册过程可能包括您提交我们可能要求的某些文件证据和支持材料的身份验证。

2.5 帐户详细信息的保护：

- 2.5.1 每个会员有责任维护会员帐户信息的机密性，包括帐户密码，以及在会员帐户下发生的所有活动。如果您的帐户或密码遭到任何未经授权的使用或任何其他违反安全的行为，请立即通知我们。由于他人使用您的密码或帐户而导致公司或任何其他会员和/或卖方遭受的损失，您可能需要承担责任。
- 2.5.2 您在任何时候都不得使用任何其他人的密码或会员帐户。我们有权随时以任何理由自行决定禁用任何会员 ID 或密码，包括您违反本条款和条件的任何规定的情况。

2.6 服务的使用：

- 2.6.1 作为购物者免费使用平台及其服务。
- 2.6.2 平台上为卖方提供的某些服务或功能可能需要支付服务条款、政策和/或卖方与公司可能签订的其他协议中进一步描述的费用时。
- 2.6.3 所收取的任何费用均应根据服务条款、政策和/或卖方可能与公司签订的任何其他协议的条款收取、结算和/或以其他方式处理。
- 2.6.4 平台赠送给用户的积分，是用户购买产品时为了促销行为的赠送，用户可以根据平

台的积分规则进行使用。

2.7 会员资格的暂停和终止

• 2.7.1 公司访问、暂停或终止的限制。根据第 2.8 条，公司有权限制您访问服务和/或暂时或永久暂停服务和/或您的帐户、终止您的帐户和/或采取公司认为必要的任何此类措施或行动如果出现以下情况，恕不另行通知：

- (a) 您违反第 4.1 条做出任何被禁止的行为。
- (b) 您已经犯下或被怀疑犯有任何不当行为/非法行为，或者您已经犯下或被怀疑违反或预计会违反任何这些条款和条件。
- (c) 本公司可全权酌情决定是否有任何其他合理理由。

• 2.7.2 会员资格终止的后果。根据第 2.7.1 条终止您的会员资格

- (a) 累积的所有积分(如本文定义)
- (b) 您的购物历史；为免生疑问，会员同意因该等终止而产生的一切后果由您承担。

2.8 会员资格暂停/终止时公司的权利：

- (a) 取消和/或撤销您账户下的任何和所有交易，包括取消交付所购买的任何产品并退还为该产品支付的所有款项(如适用)。
- (b) 取消、没收或扣除终止之日您账户中可用的积分、积分和/或优惠券。
- (c) 取消、没收或扣除可能向您作为会员提供的其他福利。
- (d) 禁止或限制使用全部或部分服务和/或平台。
- (e) 自终止之日起一(1)个月内拒绝或拒绝您提交的任何新会员申请。
- (f) 由我们全权酌情决定禁止将您以前的会员资格用于您申请的任何新会员帐户。
- (g) 根据第 2.9 条要求赔偿或损害赔偿。

2.9 损失赔偿

在使用服务和/或访问平台过程中，您的任何行为给本公司造成任何损失的，您应对本公司产生或遭受的一切成本和费用承担责任并赔偿本公司。如因您的上述行为而引起第三方提出的任何查询、投诉或索赔，您应自行对第三方负责并承担责任自行解决该等查询、投诉或索赔，并承担赔偿和赔偿责任。在任何时候都保持赔偿并使公司免受损害。

3.各方关系

3.1 公司角色

- 3.1.1 公司主要以购物者(“购物者”)和卖家(“卖家”)的身份运营、管理和提供平台，以实现会员之间安全可靠的交易。
- 3.1.2 为免生疑问，如果您在平台上进行购买，您是从独立卖家而非公司购买产品，除非我们在记录中明确指定为卖家。

4.平台和服务的使用

• 4.1 合规性

(a) 遵守法律

您应遵守所有适用的法律法规，不得进行或参与任何非法活动，包括但不限于：

- (i) 进行欺诈，例如使用他人的身份、信用卡或银行账户在平台上购物。
- (ii) 分发、发送或协助发送任何未经请求的电子商业信息，或从事任何形式的垃圾邮件活动。
- (iii) 使用服务促进和促进传销。
- (iiii) 不得利用本平台从事洗钱、窃取商业秘密、窃取个人信息等违法犯罪活动。

(b) 遵守条款和条件。您应遵守这些条款和条件以及我们的政策。

(c) 上传和使用内容。您不得上传、发布、复制、鼓励、宣传或促进使用通过平台和服务提供的任何信息、文本、图像、图形、视频剪辑、声音、目录、文件、数据库或列表(“内容”)，如下：

(i) 虚假、不准确、误导、非法、诽谤、歧视、淫秽、冒犯、侵犯隐私、骚扰、威胁或辱骂。

(ii) 侵犯或盗用本公司或其他第三方的知识产权。

(d) 服务和内容的转售。您不得复制、复制、编译、修改、分发或转售任何服务或内容，或以其他方式将其用于商业目的。

(e) 个人数据的使用。未经其同意，您不得收集或发布有关其他会员或其他第三方的个人信息，包括电子邮件地址。

(f) 虐待行为。您不得以欺诈或欺骗、不诚实、未经授权和/或不符合条款和条件的方式使用服务、访问网站或操纵网站的系统和/或流程，其中包括但不限于：

(i) 未经我们明确书面同意，将您的会员帐户转移给另一方和/或允许第三方访问您的会员帐户和会员 ID。

(ii) 在平台外和/或不使用公司在平台上提供的支付保护服务(如第 6 条所述)直接与其他会员进行和完成任何交易(“直接交易”)

(iii) 通过注册多个帐户和/或购买产品而无意完成相同的操作，从而利用或试图利用公司提供的任何利益(包括但不限于折扣和/或优惠券。

(iv) 操纵任何物品的价格或干扰其他会员的列表。

(v) 采取任何可能破坏反馈或评分系统的行为(例如从平台显示、导入或导出反馈信息或将其用于与平台无关的目的。

(g) 网站和服务中断。您不得从事或试图从事任何中断或可能中断服务或网站或公司运营和/或业务顺利处理的活动，包括但不限于：

(i) 散布病毒或任何其他可能损害平台或其他会员利益或财产的技术。

(ii) 采取任何行动破坏平台系统的完整性或访问平台系统，包括与服务(“系统”)相关的计

算机或通信系统、网络、软件应用程序或网络和计算设备。

(iii) 监控系统上的数据或流量或未经公司许可对系统进行爬取。

(iv) 参与任何拒绝服务 (DoS) 攻击、分布式拒绝服务 (DDoS) 攻击或任何其他形式的网络攻击。

(v) 从事任何可能干扰系统正常运行的行为；包括邮件/新闻轰炸、广播攻击、洪水和任何其他相关的网络干扰技术。

(h) 诚信行事。您应按照良好的公共秩序和道德规范行事，并应避免：

(i) 不断提出投诉，没有任何合理理由或正当理由。

(ii) 无合理理由或正当理由反复取消或退回并非特别有缺陷或不令人满意的产品。

(iii) 从事违反公共秩序或破坏普遍接受的习俗或规范的行为。

• 4.1.2 本公司可在不经通知的情况禁止您在平台上使用特定服务：包括但不限于账号的所有权益、记录、明细、数据等，或暂时、永久封禁账号，终止您对平台和服务的使用或在发生以下情况时采取其认为合适的任何其他措施违反上述第 4.1.1 条规定的任何条件。

• 4.1.3 如上文第 4.1.1(f)(ii) 条所述，如果您被要求进行任何直接交易，请向公司报告。对于任何会员因此类直接交易而遭受的任何问题或问题，本公司概不负责。

4.2 第三方网站的责任如果本公司发布其合作伙伴提供的任何信息，或提供第三方提供的参考信息或内容在本网站或本网站上的链接以方便您使用，而您访问此类第三方网站，本公司概不负责风险自负。

4.3 暂停服务

• 4.3.1 如果由于以下原因无法提供服务，公司可能会限制或暂时暂停向您提供全部或部分服务：

(a) 平台的维护工作。

- (b) 发生电力或通讯中断。
- (c) 我们的第三方供应商或合作伙伴的技术问题。
- (d) 发生自然灾害、恐怖主义行为或其他不可抗力事件。
- (e) 公司可能认为对此类暂停有必要的任何其他原因。

服务暂停后，公司应在合理可行的情况下尽快在平台上发布暂停服务的通知。

- 4.3.2 对于您或任何第三方可能因根据本条款和条件的条款对任何服务的任何限制或暂时中止而遭受或蒙受的任何损害或损失，本公司概不负责。

5. 产品买卖：

5.1 无代表权

- 5.1.1 公司不是购物者或卖家的代理人，也不代表任何一方，也无权代表任何一方行事。
- 5.1.2 无论您是购物者还是卖家(视情况而定)，您都应对与您与其他会员之间进行的交易以及与由您对其他会员。

5.2 无保证：

- 5.2.1 公司不控制会员的行为或会员提供的在平台上提供的信息。因此，我们不对购物者和卖家或第三方平台进行的交易提供任何保证。并且也不保证以下：

- (a) 任何产品的存在、质量、完整性、适当性、安全性或合法性。
- (b) 购物者或卖方出售或购买产品的任何意图的真实性。
- (c) 产品是否侵犯任何其他第三方的权利。
- (d) 卖方或购物者就产品发布的任何信息的真实性、准确性或合法性。
- (e) 所有交易都将会完成。

- 5.2.2 购物者与卖家之间发生的任何交易相关的责任和风险均由相关方承担。因此，在进行网站上的任何交易之前，您必须对声明、产品描述、另一方的陈述以及该方支付或交付所

提供产品的能力以及具体条款和卖方就退款、换货和退货(如果有)施加的条件。

- 5.2.3 未满 18 周岁的未成年人，未经父母或法定监护人同意，不得购买任何产品。公司或父母或法定监护人(视情况而定)可取消未经此类同意而进行的任何交易。

5.3 下订单：

- 5.3.1 如果您以购物者的身份在平台下订单购买产品并且该订单被卖方接受，您有义务完成与卖方的交易并受此类附加条款的约束卖方在平台上的卖方商店中指定的条款和条件，除非以下情况：

- (a) 法律或本条款和条件禁止交易。
- (b) 卖方对产品的描述进行重大更改或产品与卖方的描述不符。
- (c) 产品列表信息中存在严重影响销售条款的明显错误。

- 5.3.2 在卖方接受上述订单之前，购物者可以随时取消订单。
- 5.3.3 平台应将所有订单通知卖家，卖家接受订单后，交易状态将反映为“处理中”。
- 5.3.4 如果您已提交订单并全额付款，如果卖方未能在服务条款规定的期限内确认接受订单，您可以要求取消交易以及根据第 8 条签发的退款。

5.4 要约和接受：

- 5.4.1 邀请洽谈

为免生疑问，本平台上的任何和所有信息，包括价格和详细信息，均构成交易邀请(购物者提出要约以形成合同的邀请)，不被视为具有约束力的要约。

- 5.4.2 购物者提供的报价。如果您在平台上下订单并为产品付款，您实际上是在根据购买时适用的产品信息和描述向卖方提出购买产品的要约。
- 5.4.3 卖方接受。虽然卖方将尽一切努力供应所订购的产品，但只有在卖方通过平台确认接受您的报价时，卖方才具有这样做的法律义务。仅当平台上的订单状态更新为“处理中”

时，订单才被视为已接受且具有约束力的合同生效。

- 5.4.4 因技术/操作错误而取消的权利。如果出现电子、计算机、操作和/或技术错误影响产品的详细信息和定价或平台上的任何促销活动，我们保留纠正此类错误和/或取消已签订的任何交易的绝对权利依赖上述错误。

- 5.4.5 赔偿仅限于已支付价格的退款。您同意并理解，在根据本第 5.4 条做出任何取消的情况下，您作为购物者的补救措施是退还您就任何此类取消的交易支付的金额。本条中的任何内容均不赋予您进一步或额外补偿的权利，并且您无权坚持完成交易和/或交付订单项下的产品。

5.5 产品付款：

- 5.5.1 在平台上购买的产品的付款可以通过付款页面提供的方式进行付款。

如有任何取消或退款，退款方式将按照取消、换货、退货和退款政策处理。

- 5.5.2 付款时，您只能使用您合法可用的付款方式，不得冒用他人名义的任何付款方式。同样，我们保留采取所有此类行动审查任何付款交易的权利，并在认为必要时暂停此类交易的处理，直到我们的调查完成。作为购物者，您同意对公司、此类付款方式的所有者和卖方因根据本第 5.5.3 条发现的任何欺诈行为而遭受或遭受的所有损害和损失负责。

6. 支付保护服务：

6.1 目的和机制

- 6.1.1 公司提供支付保护服务(“支付保护服务”)，以帮助为会员进行电子商务交易创造一个安全可靠的环境。付款保护服务是公司提供的一项托管付款服务，购物者为购买产品而支付的任何款项均由公司扣留，并且仅在确认已交付产品并符合其他适当标准后才向卖方发放为了保护购物者的利益得到满足。支付保护服务适用于在平台上购买的所有产品，是一项免费服务。

- 6.1.2 根据付款保护服务，如果您购买了任何产品并完成了全额付款。但出现以下情况：

- (a) 在卖家在产品页面规定的期限内未收到产品。

- (b) 收到的产品有缺陷，与描述明显不符或与平台上所述的产品详细信息不符您可以联系公司，我们将在进行适当调查后退还您为产品支付的款项。

6.2 停止支付保护服务

- 6.2.1 请注意，只有在您成功交付并接受所购买的产品之前，您才有权获得付款保护服务下的购物者保护，就本第 6 条而言，这应在购买确认之前的任何时间点，即更新交易状态以反映平台上的“购买确认”。

- 6.2.2 收到的订单可以通过以下方式进行：

- (a) 购物者的购买确认。您可以通过访问网站/移动应用程序上的“我的资料>我的订单”并单击“确认收到”按钮来确认您的购买。

如果您未按照第 6.2.2 条规定的方式采取积极措施确认收到产品，并且您未采取任何积极措施退回收到的产品或要求换货。

- 6.2.3 一旦交易状态在平台上更改为“已收货”，您将无法再获得支付保护服务下对该交易的保护，您对产品的付款将被释放到卖方按照我们的标准做法和政策。

- 6.2.4 请注意，在支付保护服务停止后，任何取消和退款订单的请求都需要直接向卖方提出，但须经卖方批准以及卖方可能施加的此类条款和条件。

6.3 无代表

公司提供支付保护服务并不使公司成为卖方或购物者的代表，也不意味着公司代表任何购物者或卖方履行与任何交易有关的义务。

7. 产品交付：

7.1 正确的收货地址

- 7.1.1 产品交付至您在订单中指定的地址。
- 7.1.2 您同意承担因您提供的信息不正确而导致产品错误交付的风险。

7.2 卖方未能交付

- 7.2.1 如果您已提交订单并全额付款，但卖方在没有任何适当、合理和可接受的理由的情况下未能在产品页面指定的期限内交付产品，您可以要求交易被取消。
- 7.2.2 在这种情况下，公司应根据当时有效的取消、换货、退货和退款政策退还您支付的任何款项。

8. 取消、退货、换货和退款：

8.1 请参阅取消、换货、退货和退款政策，了解有关卖家或购物者在取消、换货、退货和退款方面的义务的更多信息。

8.2 为免生疑问，取消、换货退货和退款政策应与服务条款、这些条款和条件以及不时生效的其他此类政策一起阅读。

9. 反馈和审查系统：

9.1 删除反馈的权利

如果公司认为您发布的产品评论不适合公开披露或诽谤或可能违反法律或违反这些条款和条件，公司有权删除此类评论唯一和绝对酌情权，恕不另行通知。

10. 购物者与卖家之间的纠纷：

10.1 善意讨论 如果您与其他会员(统称“争议方”)在平台上购买和销售产品发生任何争议，您应首先尝试通过以下方式解决与该会员的争议(“争议”) 诚信。

10.2 将争议提交给公司

10.2.1 如果争议方无法在本条款和/或服务条款规定的任何期限内根据第 10.1 条解决争议，您或其他成员均可将此类争议提交给公司进行最终处理决心和决议。

10.2.2 您同意本公司拥有对此类争议作出最终决定的全部权力、权限和自由裁量权。

10.3 公司决定：

•10.3.1 公司应审查从争议方收到的证据，并应在考虑相关行业普遍接受的原则和惯例以及各方利益的情况下就争议作出最终决定(“决定”)。

•10.3.2 您同意遵守并受该决定的约束，并为促进该决定，您明确承认并同意公司有权就争议和决定如下：

(a) 取消平台上的任何交易。

(b) 将支付保护服务下持有的任何资金释放给任何一方(如适用)。

(c) 暂时或永久暂停争议方在平台上的任何一方或双方账户。

(d) 从平台上临时或永久删除特定产品的列表。

(e) 要求删除或公司可以自行从平台上的卖家商店删除任何非法内容。

(f) 修改平台上任一争议方或双方账户的评级。

(g) 取消任何已发行的优惠券、积分、进货券、补货分、活跃基金、预付额度、共享 Space。

(h) 采取所有认为必要的其他行动，以确保公平合理地执行该决定。

• 10.3.3 尽管有上述条款，您承认本公司不是司法或仲裁机构，仅作为普通非专业人士作出决定。本公司不作为争端任何一方的代理人，而是作为争端解决的促进者。因此，您同意不追究公司的责任，并应放弃您可能就该决定和争议向公司提出的任何索赔。

11. 知识产权：

11.1 网站内容。本公司是平台及其内容(“网站内容”)中所有权利和利益的唯一所有者或合法被许可人。平台和网站内容的所有所有权、所有权和知识产权均归公司、我们的关联公司或网站内容许可人所有，视情况而定。特此保留根据这些条款和条件或公司未另行声明的所有权利。

11.2 商标:

“Dtop”及相关图标和标识是公司拥有或许可的注册商标或商标或服务标志,受适用的版权、商标和其他所有权法律保护。严禁您对这些标志进行任何未经授权的复制、修改、使用或发布。

11.3 侵权:

如果任何人在平台上侵犯或侵犯其版权或其他知识产权,任何人都可通过与本公司联系来保护其权利。根据同一条文,本公司可全权酌情决定删除投诉的产品清单、信息、规格和/或照片,并暂停相应产品的销售,直至本公司全权酌情决定认为提供的证据足以证明投诉和/或声称的索赔无效。

11.4 合规性:

您应确保您在平台上提供或提供的所有内容,包括但不限于列表、信息、规格、照片和待售产品,不侵犯或违反商标权、专利权、版权、商号、域名、肖像权、设计权、实用新型、商业秘密、专有技术、机密信息、数据库权、软件权、半导体和/或电路布局权以及所有其他各种知识产权。您还应确保此类知识产权的使用事先得到知识产权。

所有者的批准或同意,或存在于世界任何地方属于第三方的知识产权。

11.5 公司安排的产品照片或视频的所有权:

为免生疑问,由公司安排和/或拍摄的任何产品照片或视频中的知识产权,作为服务下任何额外支持的一部分,应归属于公司。

11.6 附属公司:

为促进销售,任何会员在平台上展示的待售产品信息可能会披露给公司的关联第三方,包括该第三方拥有和/或关联的平台和博客,任何此类披露均应遵守服务条款和条款和条件。

11.7 赔偿:

对于因您使用知识产权或违反任何适用的知识产权法律而可能对您提起或提出的所有诉讼、索赔和要求，您应赔偿公司及其董事和员工并使公司免受损害。

11.8 第三方的索赔：

如果您收到第三方声称您在平台上发布的帖子侵犯或违反任何第三方的知识产权，或者此类帖子的内容可能受到任何其他形式的攻击，无论是否与法律诉讼相关，您应尽最大可能豁免且不涉及公司、其董事和员工以及平台免于和参与此类索赔。

11.9 投诉：

您应在切实可行的范围内尽快通知本公司有关任何第三方侵犯知识产权的任何投诉或指控。因您使用任何知识产权而给本公司、其董事和员工和/或平台造成的所有损失和费用必须由您全额赔偿。

11.10 用法：

如果您向平台发布内容或提交材料，除非公司另有说明，否则您被视为已授予公司非独家、免版税、永久、不可撤销和完全可再许可的使用、复制、修改、改编、出版、翻译、创作衍生作品、分发和在世界各地的任何媒体上展示这些内容。

12. 责任：

12.1 如果您和会员之间就在平台上购买的产品发生争议，您应免除公司所有索赔、要求和损害，无论是实际的还是间接的，任何种类和性质的，已知的和未知的属于或以任何方式与此类争议有关。

12.2 公司不保证产品的质量、安全性或合法性，平台上卖家和其他会员的内容或列表的真实性或准确性，也不保证会员将实际完成特定交易。

12.3 公司不能也不保证对平台及其服务的持续或安全访问，平台的运行可能会受到公司无法控制的众多因素的影响。

12.4 平台或链接网站上包含的所有材料、信息、软件、产品、服务和其他内容均按“原样”提供给您，不提供任何明示或暗示的保证或条件，包括但不限于适销性和适用于特定目的、所有权、不侵权、安全性或准确性的默示保证或条件。

12.5 本公司对平台信息中的任何错误、不准确或遗漏不承担任何责任，在任何情况下，本公司均不对您因依赖通过平台获得的信息而造成的任何损失或损害承担责任。您有责任评估所提供的任何信息的准确性、完整性和实用性，使用平台的风险由您自行承担。

12.6 对于因产品的供应或使用而产生或与之相关的任何损失、损害、伤害或费用，本公司概不就侵权、合同、疏忽或其他方式向您承担责任。在任何情况下，公司均不对任何利润损失、数据丢失或任何其他特殊、间接、偶然或后果性损害负责，无论是可预见的或不可预见的，基于会员的索赔或因合同、违约而提起的诉讼。担保、侵权或其他。

12.7 对于未经授权访问或更改您的传输或数据、发送或接收或未发送或接收的任何材料或数据，或通过本平台进行的任何交易，公司概不负责。具体而言，您同意本公司对任何其他方的任何威胁、诽谤、淫秽、攻击性或非法内容或行为或任何侵犯他人权利(包括知识产权)的行为概不负责。具体而言，您还同意公司不对任何第三方使用通信服务发送和/或包含在本网站中的任何内容负责。在任何情况下，本公司均不对因合同、侵权、严格责任或其他原因导致的任何特殊、附带、间接或后果性或惩罚性损害或任何损害承担责任，包括但不限于：

- (1) 对所提供材料的依赖。
- (2) 更换产品的成本。
- (3) 使用、数据或利润的损失。
- (4) 延迟或业务中断。
- (5) 疏忽。
- (6) 任何责任理论与使用本平台有关，无论公司是否已被告知此类损害的可能性。

13. 无保证:

13.1 您不会要求公司对其他会员的内容、作为或不作为或会员列出的产品(包括他们发布的内容)负责。

13.2 您理解并同意, 您与会员在平台上的交易被视为您与此类会员之间的私人合同安排, 本公司不是此类交易的当事人, 也不代表会员或您进行此类交易。公司仅负责运营和管理平台并做出合理努力以维持平台上的高效服务。

13.3 公司和平台无法控制且不保证所宣传产品的质量、安全或合法性、会员内容或列表的真实性或准确性、任何会员销售或购买产品的能力或任何交易将顺利完成。

13.4 公司和平台不会将产品的合法所有权从卖方转移给购物者。除非购物者和卖家另有约定, 否则购物者将在卖家实际收到产品后成为产品的合法所有者。

13.5 公司不能保证对服务的持续或安全访问, 平台的运行可能会受到公司无法控制的众多因素的干扰。

13.6 如果您与一名或多名会员发生纠纷, 您特此免除公司及其高级职员、董事、代理人、子公司、合资企业和员工的索赔、要求和损害, 无论是实际的还是随之而来的无论是明示的还是暗示的, 包括但不限于对适销性和特定用途的适用性、所有权、非 侵权性、安全性或准确性的默示保证或条件。公司已尽合理努力在此平台上发布最新和准确的信息; 但是, 对于本平台提供的信息中的任何错误、不准确或遗漏, 本公司概不负责。在任何情况下, 公司对因依赖通过本平台获得的信息而对会员造成的任何损失或损害概不负责。会员有责任评估所提供的任何信息的准确性、完整性或有用性, 使用本平台的风险由您自行承担。

13.7 您从本 APP 跳转至其他第三方平台时, 您可能需要与“外部平台”另行签署相关协议。您明白除 Dtop 环球嘉年华产品外, 其余由您和其他“外部平台”之间交易。Dtop 环球嘉年华不对该交易承担履行义务, 不承担相应法律责任。

13.8 您与第三方“外部平台”之间的交易行为引起的任何纠纷，由您根据法律法规规定或相应平台管理规定与其自行解决，Dtop 环球嘉年华无义务参与或解释 Dtop 环球嘉年华用户与其他第三方“外部平台”的争议。

13.9 为了促销与第三方合作，合作方会给予积分、优惠券、虚拟币等形式的回馈活动，第三方平台赠送的积分、优惠券、虚拟币等仅作为一种回馈用户行为，其是否具备价值不取决于本平台。

14. 访问和干扰：

14.1 平台包含机器人排除标头。平台上的大部分信息都是实时更新的，并且是专有的或由平台的会员或第三方许可给公司。您同意未经本公司事先书面许可，不得出于任何目的使用任何机器人、蜘蛛、爬虫或其他自动化手段访问平台。

14.2 此外，您同意您不会：

(a) 采取任何行动，由公司全权酌情决定对平台基础设施施加或可能施加不合理或不成比例的大量负载。(b) 未经本公司事先书面许可，从平台复制、复制、修改、创作衍生作品、分发或公开展示除您自己的信息和参考之外的任何内容。(c) 干扰或试图干扰平台的正常工作或在平台上进行的任何活动；或者 (d) 绕过公司机器人排除标头或我们可能用来阻止或限制访问平台的任何其他措施。

15. 常规：

15.1 适用法律。这些条款和条件应受开曼群岛法律管辖。由这些条款和条件和/或服务条款和/或政策引起或与之相关的任何争议、索赔或争议将提交给在开曼群岛和/或受开曼群岛法律管辖。仲裁员应为受过法律培训并具有开曼群岛信息技术和电子商务行业经验且独立于任何一方的人。尽管有上述规定，公司保留通过法院的禁令或其他衡平法救济来保护知识产权和机密信息的权利。

15.2 没有分配。公司有权向任何人或实体转让和/或更新条款和条件或其任何部分，通过向您提供应在平台上发布的书面通知，您在此不可撤销地同意并同意任何此类分配和/或更新。您不得将这些条款和条件中的任何部分或全部转让给任何个人或实体。

15.3 不可抗力。如果因罢工、劳资纠纷、火灾、洪水、任何政府行为、骚乱、战争、国家紧急状态、天灾、政府法律、规则、法规或命令的阻碍或其他不可抗力事件，在这种情况下，只要该事件持续，其义务将被暂停。

15.4 可分割性。如果发现这些条款和条件和/或服务条款和/或政策的任何规定在法律下是非法、无效或不可执行的，则这些条款和条件应继续有效，除非该规定应被视为与自该决定作出之日或公司可能决定或双方可能同意的较早日期(视情况而定)起生效。

15.5 弃权：

公司未能行使或执行本条款和条件赋予其的任何权利不应被视为对任何此类权利的放弃或禁止在随后的任何时间行使或执行该等权利。

“购物者”是指平台里的“消费者”

“知识产权”是指所有版权和知识产权，无论以何种方式产生，在任何媒体中，无论是否注册，包括(但不限于)机密信息、商业秘密、商誉和声誉、专利、商标/服务标志、商号、已注册的外观设计和任何保护或注册这些权利的申请，以及在全世界范围内的所有更新和延期。

“会员”是指平台的会员，注册为购物者或卖家，同意受条款和条件的约束，并有权使用平台购买和/或出售产品给其他人会员通过平台。

“订单”是指平台的会员，注册为购物者或卖家，同意受条款和条件的约束，并有权使用平台通过以下方式购买和/或销售产品给其他会员该平台。

“支付服务”是指“支付保护服务”

“政策”统指以下：

1. (a) 隐私政策
2. (b) 取消、换货、退货和退款政策
3. (c) 平台上不时发布的所有其他政策(例如但不限于与欺诈行为、进行场外交易、反馈操纵以及会员的临时或永久暂停相关的政策。

“隐私政策”是指公司关于收集、使用、披露和管理平台上的个人数据的政策。“产品”是指卖家在平台上列出的待售产品和/或服务。“卖家”是指通过平台销售产品的会员，但须遵守此处包含的条款和条件以及服务条款和政策。为免生疑问，在本条款和条件或服务条款中使用的“卖方”一词，取决于其出现的上下文，指的是以下一项或多项：

- (a) 个人卖家。
- (b) 本地商业卖家(有商业/公司注册)。

如第 2.2 条下的的陈述。

“服务条款”是指规定在平台上销售其产品的卖家的权利和义务的一般条款和条件。

“卖家中心”是指平台上的虚拟在线商店，允许卖家上传和列出待售产品并允许进行交易。

“服务”是指公司通过平台向会员提供的服务，可能包括支付网关服务、物流管理服务等第三方服务提供商提供的服务。

“条款和条件”是指管理平台会员资格的这些条款和条件，其中包括会员的资格要求、会员在平台下可获得的服务、会员有权获得的利益以及会员的权利和义务。

“平台”是指购物者和卖家之间通过平台在线进行的产品买卖交易；和“平台”是指公司拥有和运营的在线市场，被称为“Dtop”，是一个使注册会员之间能够进行交易的电子商务平台。