

# **. PUBLIC OFFER AGREEMENT (ORGANIZATION OF DELIVERY)**

Trade 44 Sp. z o.o., hereinafter referred to as the Company, on the one hand, and an individual/entrepreneur/legal entity, hereinafter referred to as the Client, on the other hand, collectively referred to as the Parties, have entered into this contract (hereinafter - the Agreement) on the terms specified below.

The terms and definitions used in this Agreement, the meanings of which are understood and agreed upon by the Parties alike:

**Offer** - the Company's proposal addressed to an unlimited number of persons for the conclusion of this Agreement by joining it through Acceptance.

**Acceptance** - the Client's full and unconditional consent to the Company's Offer as a whole, expressed through the Client's actions during registration in the Personal Cabinet of Meest China without signing this Agreement.

**Meest China Personal Cabinet** - a section available to an authorized user (Client) through online access on the website [www.meest.cn](http://www.meest.cn) (<https://cab.meest.cn>) or through one of the mobile applications:

o Meest China Android:

<https://play.google.com/store/apps/details?id=development.icecream.mymeest>

o and/or Meest China IOS: <https://apps.apple.com/ru/app/mymeest/id1258178131>.

**International delivery service** - a service provided by the Company involving the organization of the delivery of Goods/Shipment from the territory of the People's Republic of China (hereinafter - PRC) to the destination point specified by the Client in the Personal Cabinet of Meest China (exclusively within the logistic capabilities of the Company).

**Destination point** - the address of the Client specified by them in the Personal Cabinet of Meest China (exclusively within the logistic capabilities of the Company) when placing an order, to which the Goods/Shipment must be delivered, or the address of another person specified by the Client in the Personal Cabinet of Meest China, to which the Goods/Shipment must be delivered, or another point specified by the Client in the Personal Cabinet of Meest China (exclusively within the logistic capabilities of the Company).

**Seller** - any individual or legal entity chosen by the Client, who, for a fee, transfers the ownership of the Goods to the Client on the territory of the PRC. Trade 44 Sp. z o.o. is not the seller/owner/supplier of the Goods.

**Destination country** - the country to which the Client's Shipment from the PRC must be delivered.

**Commission** - the monetary reward of the Company for the International Delivery Service (for each service separately) and for additional services of the Company within the International Delivery Service (for each additional service separately), charged by the Company in the amount (according to the Company's Tariffs) and by one of the methods established on the website [www.meest.cn](http://www.meest.cn) or in the mobile applications Meest China Android/Meest China IOS or in this Agreement, taking into account the Loyalty Program, which is posted on the website [www.meest.cn](http://www.meest.cn).

**Goods** - a material object purchased by the Client on the territory of the PRC; or a material object purchased by the Client on the territory of the PRC and delivered to the International Representation warehouse in the name of the Client/other person specified by the Client in the Personal Cabinet of Meest China; or a material object, information about which is contained in the Personal Cabinet of Meest China or online stores [www.taobao.com](http://www.taobao.com), [www.1688.com](http://www.1688.com), [www.tmall.com](http://www.tmall.com). Trade 44 Sp. z o.o. is not the seller/owner/supplier of the Goods.

**Extraterritorial Office of Exchange (hereinafter - ETOE)** - is a production unit of a postal service enterprise that processes international shipping & mailing, presents it to the customs authority for customs control and customs clearance, and dispatches it to its destination.

**International Shipping & Mailing** - International postal shipments, packaged and processed according to the requirements of the acts of the Universal Postal Union and the Rules for Postal Communication Services, accepted for dispatch to the People's Republic of China (PRC), sent to the Republic of South Africa (or another country, taking into account the logistic capabilities of the Company), as well as in transit, moving through the territory of the Republic of South Africa, by the postal communication operator.

**Shipping** - Goods/Goods (excluding those prohibited by the legislation of Federal Republic of Nigeria, the Seller's country, transit countries), packaged and prepared for shipment according to the legislation of the People's Republic of China (PRC) and the destination country, accepted by the Company on the territory of the PRC, processed, and forwarded to the Client (another person specified by the Client in the Meest China Personal Cabinet) in the destination country, chosen by the Client (solely considering the Company's logistical capabilities) – with a "gross" weight within the established standards and requirements of the Company.

**International representation** - a warehouse, the address of which is indicated by the Client for delivery in the Meest China Personal Cabinet (within the logistical capabilities of the Company).

**Oversized** - Shipment, the weight and/or dimensions of which exceed the approved maximum size and weight parameters set by the Company, therefore sent only with prior notification to the Client and confirmation by the Company, considering that this shipment cannot be consolidated with other goods and may only be sent separately as a parcel.

**CN 23** - customs declaration form, automatically generated in the Meest China Personal Cabinet by consolidating data provided by the Client.

**Carrier Company** - a transport-logistics company that receives shipments from the Company for the Client/another person specified by the Client in the Meest China Personal Cabinet.

**Meest China Standard Service Terms (hereinafter - Meest China SST)** - a set of provisions and instructions for using the Meest China Personal Cabinet, posted on the website [www.meest.cn](http://www.meest.cn) or in the Meest China Android/Meest China IOS mobile applications.

**Delivery Balance** - a function in the Meest China Personal Cabinet through which the Client can receive refunds from the Company in cases specified in this Agreement.

**Meest China Standard Service Provisions and Terms (hereinafter - Meest China SSP)** - a compilation of provisions and instructions for using the Meest China Personal Cabinet, posted on the website [www.meest.cn](http://www.meest.cn) or in the Meest China Android/Meest China IOS mobile applications.

All terms and definitions in this Offer, formulated in the singular, are also used in the plural with the same meaning, legal load.

## **SECTION I. CONTRACT SUBJECT**

1.1. According to this Agreement and on the terms defined therein, the Company provides the Client with international delivery service. At the independent choice of the Client and for an additional fee (according to the Company's Tariffs and considering the Loyalty Program), the Company can also provide the Client with additional services, the list of which is determined by this Agreement/website [www.meest.cn](http://www.meest.cn)/mobile applications Meest China Android/Meest China IOS/Meest China Personal Cabinet.

1.2. International delivery service, as well as additional services of the Company, are paid by the Client in US dollars through payment systems AliPay, Plum, IPS. The Client gives full and unconditional consent to debit funds from the Client's bank card using one of the payment systems: AliPay, Plum, IPS. Before making payment through the payment systems specified in this paragraph, the Client undertakes to familiarize themselves with the terms and rules of the payment systems AliPay, Plum, IPS.

When making any payment to the Company, the Client additionally covers all possible fees of banks, payment systems, correspondent banks, currency conversion fees, and other possible fees used by the Client for payment through payment systems.

1.3. The Client acknowledges with full responsibility that their email address specified during registration in the Personal Cabinet of Meest China will be considered the official communication channel with the Client. The Client confirms that any email from the Company is considered received by the Client in a timely and proper manner at the moment of sending such email by the

Company to the Client's email address specified during registration in the Meest China Personal Cabinet. The Client undertakes to promptly inform the Company of any changes to the email address by sending a notification to the Company at support@info.meest.cn.

The Parties agree that the Company has the right to inform the Client about the execution of services by changing the order status of the Client in the Personal Cabinet of Meest China.

1.4. The Client undertakes to keep all documents confirming the payment for the Company's services/payment for the Goods until the moment of receiving the Goods/Shipment by the Client or another person specified by the Client in the Personal Cabinet of Meest China, directly at the destination point specified by the Client in the Personal Cabinet of Meest China.

1.5. At the time of entering into this Agreement, the Client confirms that they are fully acquainted (on the website [www.meest.cn/](http://www.meest.cn/) in the mobile applications Meest China Android/Meest China IOS/ in the Personal Cabinet of Meest China) and agrees to the Loyalty Program of the Company; Company's Tariffs; list of Additional services of the Company; List of goods prohibited for shipment by mail/courier services; Conditions for customs clearance of goods; List of prohibited goods; Meest China Terms of Service; Advertising Policy. Any services provided by the Company are offered to the Client based on and taking into account the provisions (points) of this Agreement, as well as the Company's Loyalty Program, Company's Tariffs, list of Additional services of the Company, List of goods prohibited for shipment by mail/courier services, Conditions for customs clearance of goods, List of prohibited goods, Meest China Terms of Service, Advertising Policy, published on the website [www.meest.cn/](http://www.meest.cn/) in the mobile applications Meest China Android/Meest China IOS/ in the Personal Cabinet of Meest China. The Client undertakes to independently monitor on the website [www.meest.cn/](http://www.meest.cn/) in the mobile applications Meest China Android/Meest China IOS/ in the Personal Cabinet of Meest China all changes made by the Company to the Loyalty Program of the Company, Company's Tariffs, list of Additional services of the Company, List of goods prohibited for shipment by mail/courier services, Conditions for customs clearance of goods, List of prohibited goods, Meest China Terms of Service, Advertising Policy. Changes are considered published and take effect for both the Company and the Client from the moment of their publication on the website [www.meest.cn/](http://www.meest.cn/) in the mobile applications Meest China Android/Meest China IOS/ in the Personal Cabinet of Meest China. The Company also has the right to notify the Client of such changes in a message sent to the Client's email address provided during registration in the Personal Cabinet of Meest China.

1.6. The Company has the right, without any agreement with the Client and without notifying the Client, to involve any third parties that are not parties to this Agreement to perform its obligations under this Agreement – for any of the Company's services.

1.7. The funds paid by the Client to the Company may be refunded according to the Advertising Policy, and the provisions of this Agreement, and only in case of loss or damage to the Goods. The funds are returned to the Delivery Balance in the Personal Cabinet of Meest China. Upon the Client's request and with the Company's agreement, a refund can be processed to the Client's bank card. To initiate the refund, the Client needs to write a letter to the Company via

email at support@info.meest.cn or through the Company's chat. The refund is made to the card used for the initial payment.

For clients-citizens of the Republic of South Africa, the refund can be made to a non-currency (rand) bank card of the Client or the card used for payment, at the discretion of the Company and taking into account the restrictions of the Central Bank of Nigeria in force at the time of the refund.

The Company has the right to refund the Client using any lawful method within the territory of the country where the Client is a resident.

1.8. Any damages, harm, additional expenses incurred by the Client in the execution of this Agreement are not compensated by the Company unless otherwise stipulated in this Agreement.

1.9. The Company is not responsible for any expenses, losses, damages that may be caused to the Client as a result of using the Company's services. The Company is not liable for any expenses, damages, losses incurred by the Client due to the use or inability to use the Company's services for technical reasons, including but not limited to: errors, omissions, interruptions in the operation of the website [www.meest.cn](http://www.meest.cn) / mobile applications Meest China Android/Meest China IOS/Personal account of Meest China; deletion of files, changes to the functions of the website [www.meest.cn](http://www.meest.cn) / in mobile applications Meest China Android/Meest China IOS/Personal account of Meest China; software defects, delays in the operation of the website [www.meest.cn](http://www.meest.cn) / mobile programs Meest China Android/Meest China IOS/Personal account of Meest China when transmitting data, when making changes to the website [www.meest.cn](http://www.meest.cn) / in mobile applications Meest China Android/Meest China IOS/Personal account of Meest China, etc.

The Company has the right not to consider the Client's claim regarding the blocking of his Personal account of Meest China.

1.10. The Company is not responsible for the actions of related services and providers used to provide services to the Client but not owned by the Company, including but not limited to: banks, postal services, internet providers, postal services, payment systems, etc., as well as for the actions of the Seller regarding the Goods (in particular, in terms of packaging by the Seller in one shipment/dispatch of Goods ordered/paid for by the Client and other persons, as well as in the case of sending by the Seller in one shipment Goods ordered/paid for by the Client and other persons.

1.11. The Parties have agreed that the Client will use his Personal account of Meest China only personally. Negotiations with the Company regarding the Company's services and any situations that may arise during the provision of services by the Company to the Client are possible only by the client personally, except in cases provided by applicable law applicable to this Agreement.

The management of parcels, shipments, and orders is carried out by the Client independently using the functionality of the Personal account of Meest China.

1.12. The Customer Support Service of the Company provides only consulting services to the Client. When providing advice to the Client, the Customer Support Service may only state the approximate cost of the Company's services. The cost of any delivery depends on the weight, size, and other parameters of the Goods. The cost of delivering one package may range from 8.5 USD to 600 USD in case of the Client's choice of air delivery, as well as from 4.4 USD to 300 USD in case of the Client's choice of sea delivery.

This Company's offer can be accepted (accepted) by the Client only in full by the Client's adherence to it. The Client's adherence to this offer is impossible in part.

## **SECTION II. PROCEDURE AND TERMS OF INTERNATIONAL DELIVERY SERVICE**

2.1. The Company provides the Client with a service for organizing international delivery of Goods/Shipments purchased by the Client in the People's Republic of China (PRC) and delivers the Shipment to the Destination Point specified by the Client in the Personal account of Meest China (solely within the logistical capabilities of the Company).

2.2. The Company undertakes, under the conditions and in the manner specified in this Agreement and the Terms of Service of Meest China (SPU Meest China), to provide the Client with the international delivery service, and the Client undertakes, under the conditions and in the manner specified in this Agreement and SPU Meest China, to accept and pay for the specified service.

2.3. Within the International Delivery Service, the Client may be provided with one or several (one-time) of the following services:

2.3.1. Providing the Client with the address of the International Representation warehouse for organizing the delivery of Shipments (purchased by the Client in the PRC) to the address specified by the Client in the Personal account of Meest China.

2.3.2. Service of accepting Shipments at the International Representation warehouse.

2.3.3. Shipment processing service, which includes the application of all types of additional services provided by this Agreement/indicated on the website [www.meest.cn](http://www.meest.cn)/in mobile applications Meest China Android/Meest China IOS/Personal account of Meest China, including their storage and dispatch.

2.3.4. Service of delivering the Shipment from the International Representation warehouse to the Extraterritorial Office of Exchange (ETOE), Federal Republic of Nigeria.

2.3.5. Service of transferring the Shipment from the ETOE to the carrier to ensure the delivery of the Shipment to the destination country.

2.3.6. Service of transferring documents for customs clearance of Shipments.

The Client acknowledges that it is fully understood by him that the International Delivery Service will consist of one or several types of services described in this section of the Agreement (clause 2.3. Section II), which will be selected by the Client, thereby forming the cost of the International Delivery Service in each specific case.

#### **2.4. Rights and Obligations of the Company:**

2.4.1. The Company undertakes to provide the Client with a service of proper quality and in the manner determined by this Agreement and SPU Meest China.

2.4.2. Upon the Client's request, submitted in accordance with the Complaints Policy, the Company has the right to make a decision on the complaint and compensate the Client for the losses incurred.

2.4.3. The Company has the right to unilaterally suspend the provision of the international express delivery service in case of the Client's violation of the terms of this Agreement and/or SPU Meest China. In such a case, the Company does not compensate the Client for any damages.

2.4.4. The Company has the right, without any agreement with the Client and without informing the Client, to involve any third parties who are not parties to this Agreement for the performance of the international delivery service (including but not limited to: forwarders, carriers, customs brokers, postal services, companies providing postal services, etc.).

2.4.5. If necessary and solely for the purpose of fulfilling its obligations under this Agreement, the Company has the right to request from the Client, and the Client is obliged within 24 hours to provide additional documents confirming the Client's identity and/or the identity of the person on behalf of whom the Client sent the Shipment, as well as the legality of purchases made by the Client and the legality of using the Client's bank card used for payment. The Company's requirement for additional documents and information from the Client, and the Client's obligation to provide such data, may also be applied by the Company to prevent illegal actions with bank cards.

2.4.6. The Company's warehouse in the PRC is not obligated to dispatch the Client's Shipment on the nearest flight date. The Company's warehouse in the PRC has the right to change the Shipment dispatch date without providing reasons. The Parties have agreed that in such a case, the Company does not compensate the Client for any damages or losses resulting from these circumstances, and no compensation is paid.

#### **2.5.5. Rights and Obligations of the Client:**

2.5.1. The Client is obliged to pay the Company for the international express delivery service within the term specified in this Agreement and through one of the methods indicated on the website [www.meest.cn](http://www.meest.cn), in the mobile applications Meest China Android/Meest China IOS, or in this Agreement.

2.5.2. The Client is required to provide the Company and/or the International Representative with accurate information about the contents of the Shipment, as well as other characteristics.

2.5.3. The Client is obligated to compensate the Company and/or third parties engaged by the Company to fulfill its obligations under this Agreement for any losses or damages caused by the Client providing false (untrue) information about the content/nature of the Shipment or the user's personal data in Meest China.

2.5.4. The Client is not permitted to use the international express delivery service for transporting any items or substances listed in the List of Prohibited Goods for transportation, as well as any items or substances whose circulation is restricted or prohibited, or for committing any illegal, unlawful actions and/or crimes.

The Client is not allowed to use the international express delivery service for the transportation (delivery) of Goods, including any items or substances that contain:

Symbols, images, flags, emblems, or other attributes, memorabilia, signs dedicated to persons who held leadership positions in the national-socialist (Nazi) regime;

Images (reproductions) of slogans with propaganda of the national-socialist (Nazi) regime;

Symbols, images with propaganda of armed aggression of the Russian Federation against Ukraine, including, but not limited to: symbols of the armed invasion of the Russian Federation into Ukraine (including in the form of individual letters or their combinations), official or unpublished symbols (emblems) of the armed forces of the Russian Federation, including its ground forces, aerospace forces, naval forces, missile forces of strategic purpose, airborne forces, special operations forces, and other armed formations and/or bodies of the Russian Federation;

Flags, symbols, images, emblems or other attributes in which a combination of symbols, emblems, flags, and other signs reproduces propaganda of armed aggression of the Russian Federation against Ukraine, as well as the national-socialist (Nazi) regime;

Images (reproductions) of slogans with propaganda of armed aggression of the Russian Federation against Ukraine, as well as the national-socialist (Nazi) regime;

Any other images, symbols, flags, emblems, attributes, memorabilia, reproductions of slogans aimed at inciting national, religious, racial, regional enmity, hatred, derogation of national dignity or honor, or depicting citizens in connection with their religious beliefs;

Any other images, symbols, flags, emblems, attributes, memorabilia, reproductions of slogans prohibited by the legislation of the Republic of South Africa, as well as any other country to which the Shipment is directly sent.

2.5.5. The Parties have agreed that in case the Client uses the international express delivery service for the transportation (delivery) of Goods, including any items or substances containing the information specified in clause 2.5.4 of this offer, the Company has the right to block the Personal Cabinet of Meest China Client without any explanations, and the Company also reserves the right to take other lawful actions within the territory of the Republic of South Africa, as well as any other country to which the Shipment is directly sent.

2.5.5. The Client has the right to inquire about the progress and stages of the Company's international express delivery service by sending a message to the Company's chatbot or by making a call to the Company's phone number specified on the website [www.meest.cn](http://www.meest.cn). The Parties have agreed that in case of any complaints or claims from the Client, the Client must send a letter to the Company at the email address: [support@mest.cn](mailto:support@mest.cn).



2.5.6. If the Client does not pick up the Goods or Shipment within the established storage periods, they will be disposed of, for which the Client provides full and unconditional instructions and consent. The Parties have agreed that in this case, any losses and damages incurred by the Client are not subject to compensation by the Company. The established storage periods in the warehouse are as follows:

One (1) month for consolidation goods and unpaid parcels;

Two (2) months for unidentified (unregistered) goods.

2.5.7. The Client undertakes to ensure that their Goods will be packed and sent by the Seller in separate packaging and as a separate parcel/Shipment (not combined with goods ordered by other individuals).

2.5.8. The packaging and/or dispatch by the Seller as a single parcel/Shipment of Goods purchased (ordered) by the Client and other individuals are beyond the Company's responsibility, as well as the subsequent organization of the delivery of such Goods/Shipments by the Company to any destination. In the case of such actions by the Seller, the Company is not responsible for the receipt of the Shipment/Goods by the Client.

2.5.9. The Parties have agreed that the Client has no right and will not use the International Express Delivery service to deliver to the Republic of South Africa or any other country any Goods whose country of origin is the Russian Federation. Also, the Client has no right and will not use the International Express Delivery service to deliver to the Republic of South Africa any goods subject to sanctions.

In the event that the Company finds in the Client's Shipment any Goods whose country of origin is the Russian Federation and/or sanctioned Goods, the Company has the right to block the Meest China Client's Personal Cabinet without any explanations. The Company also reserves the right to take other lawful actions within the current legislation of the Republic of South Africa and any other country to which the Shipment is directly sent (Destination Country).

In the case of finding in the Client's Shipment Goods whose country of origin is the Russian Federation and/or sanctioned Goods on the territory of China, such Goods (Goods) will be sent at the expense of the Client to the address specified by the Client on the territory of China. In the case of finding such Goods (Goods) on the territory of the Republic of South Africa or another Destination Country, such Goods (Goods) may be confiscated/disposed of – depending on the legislation of the Destination Country. However, in any case, such actions are carried out exclusively at the expense of the Client without compensation for the cost of the Goods (Goods) and any losses, damages.

## **2.6. Cost of Services and Payment Procedure**

2.6.1. Tariffs for the provision of the Company's international delivery service and tariffs for additional services are published by the Company on the website [www.meest.cn](http://www.meest.cn), in the mobile applications Meest China Android/Meest China IOS, and in the Meest China Personal Cabinet. The Client is obliged to independently monitor all changes in this section on the website

www.meest.cn, in the mobile applications Meest China Android/Meest China IOS, and in the Meest China Personal Cabinet.

2.6.2. The final cost of the international express delivery service is formed by summarizing the selected basic and additional services by the Client and generating the corresponding invoice in the Meest China Personal Cabinet.

2.6.3. In case of incorrect payment by the Client, the latter must contact the Company's Support Service at the email address support@info.meest.cn for a refund.

2.6.4. The calculation of the cost for the delivery service of the Shipment from the International Representation warehouse to the designated point is based on the volumetric and actual weight (calculated according to the formula specified on the website www.meest.cn). This calculation is formed by the Client after processing by warehouse employees, following the Client's instructions, taking into account the weight of the packaging.

## **2.7. Company Responsibility**

2.7.1. The Company's responsibility is limited by this Agreement and the Complaints Policy published on the website www.meest.cn.

### **2.7.2. The Company is not responsible for:**

2.7.2.1. Shortage of the Shipment (in terms of content quantity) or inconsistency with the description if the external packaging is undamaged and/or if the shipment is processed for delivery as "One-Click Shipment" (Ready Cargo).

2.7.2.2. Damage or internal shortage of the Shipment (in terms of content quantity) due to the Client's and/or Seller's failure to comply with packaging and/or labeling requirements if the shipment is processed for delivery as "One-Click Shipment" (Ready Cargo).

2.7.2.3. Failure to meet delivery deadlines of the Shipment to the ETOE of the Republic of South Africa due to improper processing of the Shipment by the Client in the Personal Cabinet of Meest China or CN 23, regulated by the Meest China SOP.

2.7.2.4. Damage to the Shipment, absence of Goods (or its part) in the Shipment, occurring due to its arrival at the International Representation warehouse and/or its transfer for transportation without specifying its special properties, characteristics requiring special conditions or actions for its preservation and integrity during transportation and/or storage.

2.7.2.5. Loss of the Shipment (or its part) if it is established that such a fact was recorded after the Shipment was handed over to the Client or the person specified by the Client in the Personal Cabinet of Meest China, but the following conditions were met: the order was accepted and the Shipment was delivered in compliance with all established requirements, and there was no external damage to the packaging.

2.7.2.6. Damage to the Shipment during its transportation, which was caused by its repackaging during its division and/or removal of additional packaging at the request or with the agreement of the Client.

2.7.2.7. Packaging and/or shipment by the Seller in one package/Shipment of Goods purchased (ordered) by the Client and other persons. Such cases are beyond the Company's responsibility, as is the subsequent organization of the delivery of such Goods/Shipment by the Company to any destination. In the event of such actions by the Seller, the Company is not responsible for the Client's receipt of the Shipment/Goods.

2.7.3. The Company is not responsible for any possible consequences (including poisoning, deformation, etc.) in case of the Seller's use of improper Shipment packaging (packaging that does not correspond to the characteristics of the Shipment, its weight, or established standards, technical conditions, requirements for Shipment packaging) and the lack of special labeling.

2.7.4. The Company is not responsible for damages incurred by the Client due to the use of international delivery services, regardless of the nature of their origin.

2.7.5. The Company's responsibility for the security of the Shipment ceases at the moment of its delivery to the Client or the person specified by the Client in the Personal Cabinet of Meest China. When the Client sends a Shipment, the content of which is prohibited from importation into the country where the Client is a resident or the country that is the destination point, transit countries, the Company has the right to refuse to provide services to the Client.

In such a case, the Client's claims regarding the non-delivery of the Shipment or its confiscation by the Company are not accepted, and the Company does not refund the cost of its services to the Client.

2.7.6. Both parties agreed at the time of entering into this Agreement to consider this clause fair and committed to adhere to it.

2.7.7. The Company is not responsible for the quality, quantity, or any other parameters of the Goods in the Shipment, as this is not within the scope of the Company's services under this Agreement. The Company may be held responsible for the quantity of Goods in the Shipment only if the Client has additionally ordered and paid for the Company's service to inspect the Goods before packing them in the Shipment.

2.7.8. In the event of damage to the contents of the Shipment caused by the Company, the Company compensates the Client in an amount determined by the claims department of the selected carrier, chosen by the Shipper during the Shipment arrangement, or by the Company itself, within the declared or insured value but not exceeding 100 (one hundred) dollars.

2.7.9. The Company does not provide any compensation in cases where the Client's Shipment was lost in China due to force majeure circumstances, the list of which is specified in Section IV

of this Agreement. This includes instances where, during the delivery of the Shipment directly to the Client (or another person specified by the Client in the Meest China Personal Account) at the delivery address indicated in the Meest China Personal Account, there was an arrest, detention, confiscation, expropriation of the Goods/Shipment, or detention of the delivery by the state authorities of the countries through which the Goods/Shipment is transported, including the country of the final destination according to the waybill, and even transit countries.

2.7.10. The Company is not liable for the preservation of the Shipment's contents in the absence of specific documentation specifying the special properties of the Goods requiring special conditions or precautions for its preservation during transportation or storage.

2.7.11. The Company is not responsible for delivery deadlines if the Client's parcel was detained for inspection by the customs service of any country. In such a case, the parcel may be detained for inspection for up to 90 days.

2.7.12. Any image of the Goods (including trademarks of the Goods) on the website <http://www.meest.cn/> [www.meest.cn](http://www.meest.cn) or in the Meest China Android mobile application is automatically published as a result of links to relevant advertisements for the sale of Goods on the websites [www.taobao.com](http://www.taobao.com), [www.1688.com](http://www.1688.com). The presence of images of any Goods (including trademarks of the Goods) on the website <http://www.meest.cn/> [www.meest.cn](http://www.meest.cn) or in the Meest China Android mobile application is due to the operation of software, not the Company's actions to upload and display images of these Goods for the purpose of their direct sale by the Company.

## **2.8. Client's Liability**

2.8.1. The Client bears full responsibility for any damages caused to third parties whose Shipments were transported or stored together with the Client's Shipment containing any type of chemical substances, acids, or other hazardous chemical compounds/elements.

2.8.2. In the event of the application of financial sanctions, fines, penalties, or other financial penalties stipulated by the Customs Code of the Republic of South Africa/other countries and other regulatory acts of the Republic of South Africa/other countries against the Company and/or third parties engaged by it to fulfill their obligations, arising due to the Client providing incomplete and/or inaccurate information, documents, committing other violations on the part of the Client, as well as in connection with the untimely provision by the Client of the necessary documents and/or information for declaration, the Client bears full responsibility before the Company in the form of a penalty equal to the amount of the financial sanction applied to the Company (or third parties engaged by the Company to fulfill obligations under this Agreement) or the amount of other types of financial liability applied to the Company or third parties attracted by the Company.

2.8.3. The Parties agree that the Company's obligations to the Client are considered fulfilled, and the international delivery service is deemed to be provided in full at the moment of the Client receiving the Shipment at the destination point specified by the Client in the Meest China

Personal Account or at the time of the Shipment being received by the person designated by the Client in the Meest China Personal Account at the destination point indicated by the Client in the Meest China Personal Account.

### **SECTION III. CLAIMS AND RETURNS**

3.1. In case the Client's Shipment is damaged, and in the presence of other claims regarding the received Shipment, the Client has the right to file a claim to the Company within 3 (three) calendar days from the moment of receiving the Shipment by the Client or the person specified by the Client in the Meest China Personal Account. The claim should be sent by the Client to the email address [support@info.meest.cn](mailto:support@info.meest.cn).

3.2. The standard period for processing a claim is 10 (ten) business days. This period may be extended unilaterally by the Company if third parties (related services, contractors, etc.) are involved in the examination of the Client's claim.

3.3. In case of receiving the Shipment with damage to the external packaging or content, the Client compiles a corresponding act and submits a claim to the immediate carrier in the presence of a representative of the carrier.

3.4. By this clause, the Client is informed that the storage period of the Shipment in the customs office of the destination country is 1 (one) month from the date of its receipt and may be extended to 2 (two) months at the written request of the Client submitted to the customs office. If within the specified above-mentioned period, the Client (or the person specified by the Client in the Meest China Personal Account) does not provide the Company with written instructions via email to the Company's address [support@meect.cn](mailto:support@meect.cn) regarding the recipient's address in China (but in any case, the recipient cannot be the Meest China warehouse in China) and does not pay the cost of returning the Shipment to China in the amount of 7 (seven) USD per 1 (one) kg plus 8 (eight) USD for organizing the shipment to China, the Shipment will be disposed of without the Client's consent/permission and without compensation for the value of the Goods contained in the Shipment, as well as without compensation for the cost of organizing the delivery of the Shipment from China to the destination country. At the same time, in case of returning the Client's Shipment to China, the Company is not responsible for passing customs control by the Client's Shipment in China. In the event of the loss of the Client's Shipment on the way to the Destination Point/Country of the original destination – China, the Company does not reimburse/compensate the Client's expenses/payments in the amount of 7 (seven) USD per 1 (one) kg plus 8 (eight) USD for the delivery of the Shipment to China, also does not reimburse the cost of the Goods contained in the Shipment. The Company is not responsible for the passage of the Client's Shipment through transit zones on the way to China. The return of the Client's Shipment to China is carried out in accordance with the postal rules of China, other transit countries (zones), and in case of a repeated stop or additional customs duties in China, the Company is not responsible for their imposition – such payments must be made by the Client independently.

3.5. If the Client (or the person specified by the Client as the recipient in the Meest China Personal Account) does not agree to pay the customs duties in the destination country, the Client has the right to refuse to pay them. The Client regulates these issues independently with customs brokers and customs authorities of the destination country. This function is not included in the list of services provided by the Company. The Shipment may be returned to China by the Client provided that the Client pays for the relevant services of the Company, the cost and procedure of which are determined by clause 3.4.

3.6. By this clause, the Client is informed that the processing period of the Shipment, which was returned from the destination country to China, may be up to 3 (three) calendar months.

3.7. In the event that the Client refuses to receive the Shipment in the destination country, no expenses/payments for organizing the delivery of the Client's Shipment from China to the destination country are compensated by the Company to the Client, as well as the value of the Goods contained in the Shipment is not compensated.

3.8. In the event that the Client (or the person specified by the Client as the recipient in the Personal account of Meest China) refuses to pay the customs duties in the Republic of South Africa, the Client has the right to refuse payment. The Client regulates these issues independently with customs brokers. This function is not included in the list of services provided by the Company. The Shipment may be returned to China by the Client upon payment of the corresponding services provided by the Company.

3.9. By this clause, the Client is informed that the processing time for the Shipment returned from the Republic of South Africa may take up to 3 calendar months.

#### **SECTION IV. FORCE MAJEURE**

4.1. Each Party is released from liability for partial or complete non-fulfillment of its obligations under this Agreement if such non-fulfillment is the result of force majeure circumstances.

Force majeure circumstances (irresistible force) include extraordinary and unavoidable circumstances that objectively prevent the fulfillment of obligations (both in full and in part) under this Agreement, including but not limited to:

War, the threat of war, armed conflict, or a serious threat of such conflict, including but not limited to blockade, embargo, actions of a foreign enemy, general military mobilization, military actions, declared and undeclared war, military, anti-terrorism operations, public unrest, acts of terrorism, sabotage, piracy, civil disturbances, foreign invasions, blockade, revolution, strikes, border closures, state coup, rebellion, mass unrest, civil war, acts of civil disobedience, technological disasters, nuclear disasters, pandemics, the use of biological/bacteriological weapons;

The introduction of a state of emergency, an emergency, quarantine, curfew in the country; Extraordinary weather conditions, including but not limited to natural disasters, earthquakes, floods, tsunamis, tornadoes, severe storms, cyclones, hurricanes, freezing of the sea, freezing of

straits, freezing of ports, freezing of passes, earthquakes, droughts, ground subsidence, landslides; heavy fog; heavy snowfall;  
Annexation of territories; occupation of territories;  
Prohibition (restriction) of export/import, sanctions, embargo, closure of sea straits, closure of air zones/spaces;  
Expropriation, forced expropriation of property, seizure of enterprises, requisition, public demonstrations, blockade, strike, accident;  
Unlawful criminal actions of third parties, resulting in fire, explosion, transport disruptions, as well as other illegal actions of third parties that may affect the performance of obligations;  
Changes in the legislation of transit countries, sanctions, closure/bypass of ports/maritime, river waters, as well as straits, changes in systems and currency regulations between countries, changes in logistical chains and/or systems;  
Failures in the operation of the Internet network, cellular communication, arising from power outages, as well as unlawful/criminal actions of third parties regarding critical infrastructure objects;  
Regulatory acts of government authorities and/or local self-government bodies, laws of the state that change the existing order of operation of any type of transport, communication, banks, the order of performance of obligations under any foreign economic contracts.

4.2. The Party that has encountered force majeure circumstances is obliged to immediately notify the other Party of the occurrence of such circumstances. If the Company encounters force majeure circumstances, it notifies the Client by sending a notification to the Personal account of Meest China (or by updating the status in the Personal account of Meest China) or by email to the Client's email address provided during registration in the Personal account of Meest China.

4.2. If the Client encounters force majeure circumstances, they shall promptly notify the Executor by sending an email to [support@info.meest.cn](mailto:support@info.meest.cn).

4.3. A document confirming the occurrence of force majeure circumstances shall be issued by the authorized legal entity of the country where the force majeure circumstances occurred. The Parties have also agreed that in the event the Company encounters force majeure circumstances, the document confirming these circumstances may be issued not only by the Company but also by a third party engaged by the Company to fulfill the obligations under this Agreement, and such document shall be accepted by the Client as confirmation.

If a force majeure circumstance is a widely known fact (indisputable circumstances), the submission of any documents confirming force majeure circumstances is not required (exemption from the burden of proof).

If force majeure circumstances persist for more than 6 (six) months, each Party has the right to unilaterally terminate this Agreement. In this case, neither Party shall have the right to claim compensation from the other Party for possible losses or damages.

## **Chapter V. Resolution of Disputes, Legislation**

5.1. In case of disagreements and disputes related to the execution of this Agreement, the Parties shall resolve them through negotiations.

5.2. If disputes cannot be resolved through negotiations, they shall be settled in accordance with the current legislation of the Republic of South Africa, as well as the norms of Ukrainian law and on the territory of the Republic of South Africa.

## **Chapter VI. Confidentiality. Personal Data**

6.1. Information and any data obtained from the Client under this Agreement may be used by the Executor exclusively for the fulfillment of obligations under this Agreement.

6.2. The Client gives full and unconditional consent to the Executor for the Company to contact the Client (via mobile phone, email) to clarify any issues related to the provision of services by the Company to the Client under this Agreement. The Client also gives the Company permission to use the personal data provided by them, process it for the purpose of fulfilling the Company's obligations under this Agreement.

6.3. The Client confirms that they fully understand that the Company does not store the Client's credit card data, the terms of validity of these cards, as well as CVV codes for these cards. All the specified data will be stored in the payment systems used for the payment of the Company's services.

6.4. The Company does not have a database of clients' personal data, and this data is not stored, nor is it distributed.

## **Chapter VII. Other Terms of the Agreement**

7.1. The terms and definitions used in this Agreement in uppercase letters are specific terms and definitions and have the meaning defined for them in this Agreement, both in the singular and in the plural.

7.2. This Agreement is concluded between the Parties at the time of the Client's registration in the Personal Account of Meest China (acceptance).

The Agreement is valid from the moment of its conclusion until the Parties fulfill their obligations under this Agreement.

The Company has the right to make changes to this Agreement unilaterally. Such changes are made by the Company without any additional notifications to the Client, as well as without the consent or approval of the Client.

In case of changes to this Agreement, the Company publishes a new version of the Agreement (taking into account the changes) on the website [www.meest.cn/](http://www.meest.cn/), in the Meest China Android/iOS mobile applications, and in the Meest China Personal Cabinet.



The changes take effect from the moment of publishing the new version of the Agreement on the website [www.meest.cn/](http://www.meest.cn/), in the Meest China Android/iOS mobile applications, and in the Meest China Personal Cabinet.

The Company strongly recommends that the Client, when placing any new (repeated) service orders, familiarize themselves with this Agreement on the website [www.meest.cn/](http://www.meest.cn/), in the Meest China Android/iOS mobile applications, and in the Meest China Personal Cabinet.

The placement of any new (repeated) service orders by the Client is considered by the Company as confirmation of the Client's awareness and consent to the changes made by the Company to this Agreement and the acceptance of these changes.

7.3. The Parties confirm that the content of this Agreement does not contradict the moral principles of society, civil legislation; the persons who entered into this Agreement have the necessary legal capacity; the will of the Parties to the Agreement is free and corresponds to their internal will; the Agreement is aimed at the actual occurrence of legal consequences arising from it; the Agreement does not violate public order; the Agreement is not concluded under the influence of an error, a difficult circumstance, or extremely unfavorable conditions; the Agreement is not concluded under the influence of deception, abuse of trust, or violence; the Agreement is not concluded as a result of a fraudulent agreement between the representative of one Party and the other Party; the meaning of all words, terms, and decisions in this Agreement is understood by the Parties equally.

7.4. The Parties confirm that this Agreement corresponds to their internal will and was concluded voluntarily by them without any influence from third parties. The persons who entered into this Agreement are in a balanced mental state. The Parties confirm that the Agreement was concluded on favorable terms for each of the Parties.

## **CHAPTER VIII: COMPANY DETAILS**

### **"Trade 44 Sp. z o.o."**

39-200 Dembica, Drogovtsiv St. 7

Contact phone: 534-24-95-697

KRS (National Court Register): 0000501663

REGON (Statistical Identifier): 147142223

EORI: PL5342495697

Email: [trade44company@gmail.com](mailto:trade44company@gmail.com)

TEL.: +48 146-818-484

## **• PUBLIC OFFER AGREEMENT (GOODS PURCHASE SERVICE)**

Trade 44 Sp. z o.o., hereinafter referred to as the Company, on one side, and an individual/entrepreneur/legal entity, hereinafter referred to as the Client, on the other side, collectively referred to as the Parties, have entered into this contract (hereinafter referred to as the Agreement) as follows.

The terms and definitions used in this Agreement, the meaning of which is understood by the Parties, are as follows:

**Offer** - the Company's proposal addressed to an unlimited number of persons to conclude this Agreement by joining it through Acceptance.

**Acceptance** - the complete and unconditional consent of the Client to accept the Company's Offer in its entirety, expressed in the actions of the Client during registration in the Meest China Personal Cabinet without signing this Agreement.

**Meest China Personal Cabinet** - a section accessible to authorized users (Clients) through online access on the website [www.meest.cn](http://www.meest.cn) (<https://cab.meest.cn/>) or through the Meest China Android mobile application (<https://play.google.com/store/apps/details?id=development.icecream.mymeest>).

**Goods Purchase Service** - a service that involves the Company purchasing, on behalf of the Client and at the Client's choice, items from online stores: [www.taobao.com](http://www.taobao.com), [www.1688.com](http://www.1688.com), [www.tmall.com](http://www.tmall.com), [www.yangkedou.com](http://www.yangkedou.com), and organizing the delivery of the selected and paid-for items by the Client to the warehouse used by the Company in the People's Republic of China (PRC).

**Sellers** - online stores: [www.taobao.com](http://www.taobao.com), [www.1688.com](http://www.1688.com), [www.tmall.com](http://www.tmall.com), [www.yangkedou.com](http://www.yangkedou.com). Trade 44 Sp. z o.o. is not the seller/owner/supplier of the Goods.

**Price** - the monetary amount consisting of the cost of the Goods, the Company's Commission, and the cost of the Company's services for organizing the delivery of the Goods to the Company's warehouse in the PRC.

**Commission** - the monetary reward paid to the Company for each service individually, charged by the Company in accordance with its Tariffs and through one of the methods established on the website [www.meest.cn](http://www.meest.cn) or in the Meest China Android mobile application, taking into account the Loyalty Program posted on the website [www.meest.cn](http://www.meest.cn).

**Goods** - a material object, information about which is available on the website [www.meest.cn](http://www.meest.cn), or in the Meest China Android mobile application, or in online stores: [www.taobao.com](http://www.taobao.com), [www.1688.com](http://www.1688.com), [www.tmall.com](http://www.tmall.com), [www.yangkedou.com](http://www.yangkedou.com).

**Meest China Standard Service Terms (hereinafter - SUT Meest China)** - a set of provisions and instructions for using the Meest China Personal Cabinet, posted on the website [www.meest.cn](http://www.meest.cn) or in the Meest China Android mobile application.

**Purchase Balance** - a function in the Meest China Personal Cabinet, through which the Client makes payments for the Company's services. The receipt of funds paid by the Client to the Company, as well as the return of funds from the Company to the Client (in cases and through methods specified in this Agreement), is reflected in the Purchase Balance in the Client's Meest China Personal Cabinet.

All terms and definitions in this Offer, formulated in the singular, are also used in the text and in the plural with identical semantic, legal content.

## **CHAPTER I. SUBJECT OF THE AGREEMENT**

1.1. According to this Agreement and on the terms defined in it, the Company provides the Client with the Goods Purchase Service. At the Client's independent choice and for an additional fee (in accordance with the Company's Tariffs and taking into account the Loyalty Program), the Company may also provide the Client with additional services (within the framework of the Goods Purchase Service), the list of which is determined by this Agreement/website [www.meest.cn/Meest China Android mobile application](http://www.meest.cn/Meest China Android mobile application).

1.2. Any service selected by the Client under this Agreement, as well as additional services, are paid by the Client in US dollars through the payment systems AliPay, Plum, IPS. The Client gives full and unconditional consent to the debiting of funds from the Client's bank card using one of the payment systems: AliPay, Plum, IPS. The payment by the Client of the Company's services is carried out by (replenishing) the Client's Purchase Balance using the payment systems specified in this Agreement. Before making a payment through the payment systems specified in this clause, the Client undertakes to familiarize themselves with the terms and rules of the AliPay, Plum, IPS payment systems.

1.3. The Client acknowledges with full responsibility that their official communication channel will be considered their email address provided by the Client during registration in the Meest China Personal Cabinet.

1.3. The Client confirms with full responsibility that their official communication channel will be considered their email address provided by the Client during registration in the Meest China Personal Cabinet.

1.4. The Client confirms that any email from the Company is considered received by the Client promptly and properly at the moment the Company sends such an email to the Client's email address specified by the Client during registration in the Meest China Personal Cabinet. The Client agrees to immediately notify the Company in case of a change in their email address by sending a message to the Company's email address [support@info.meest.cn](mailto:support@info.meest.cn). The Parties agreed that the Company has the right to inform the Client about the provision of services by changing the status of the Client's order in the Meest China Personal Cabinet.

1.5. The Client undertakes to keep all documents confirming the payment for the Company's services/payment for the Goods until the moment of receipt of the Goods by the Client or another person specified by the Client in the Meest China Personal Cabinet, directly at the destination point specified by the Client in the "Meest China" Personal Cabinet.

1.6. At the time of joining this Agreement, the Client confirms that they are fully acquainted (on the website [www.meest.cn/](http://www.meest.cn/) in the Meest China Android mobile application) and agrees with: the Company's Loyalty Program; the Company's Tariffs; the list of Additional services of the Company; the List of goods prohibited for shipment by postal/courier services; conditions of customs clearance of goods; the List of prohibited goods; SUT Meest China; the advertising policy. Any services provided by the Company are provided to the Client based on and taking into account the provisions (sections) of this Agreement, as well as the Company's Loyalty Program, Tariffs of the Company, the list of Additional services of the Company, the List of goods prohibited for shipment by postal/courier services, Conditions of customs clearance of goods, the List of prohibited goods, SUT Meest China, the advertising policy, published on the website [www.meest.cn/](http://www.meest.cn/) in the Meest China Android mobile application. The Client undertakes to independently monitor all changes made by the Company to the Loyalty Program of the Company, Tariffs of the Company, the list of Additional services of the Company, the List of goods prohibited for shipment by postal/courier services, Conditions of customs clearance of goods, the List of prohibited goods, SUT Meest China, the advertising policy on the website [www.meest.cn/](http://www.meest.cn/) in the Meest China Android mobile application without exception. Changes are considered published (published) and come into effect for both the Company and the Client from the moment of their publication on the website [www.meest.cn/](http://www.meest.cn/) in the Meest China Android mobile applications. The Company also has the right to notify the Client of such changes in the message sent to the Client's email specified by the Client during registration in the Meest China Personal Cabinet.

1.7. The Company has the right, without any agreement with the Client and informing the Client, to involve any third parties who are not parties to this Agreement to fulfill its obligations under this Agreement - for any of the types of Company services.

1.8. In case of a refund by the Company to the Client of any funds, these funds are automatically returned to the Purchase Balance of the Client in the Meest China Personal Cabinet. At the Client's request and with the consent of the Company, the refund can be made to the Client's bank card, for which the Client needs to write a letter to the Company - either by email [support@info.meest.cn](mailto:support@info.meest.cn) or in the Company's chat. The refund is made to the card with which the payment was made. For citizens of the Republic of South Africa, the refund of funds can be made to a non-currency (rand) bank card of the Client or to the card with which the payment was made - at the discretion of the Company and taking into account the restrictions of the National Bank of the Republic of South Africa force at the time of the refund. The Company has the right to return funds to the Client in any legal way in the country where the Client is a resident.

1.8. Any losses, damages, additional expenses that may arise for the Client as a result of the Company's performance of this Agreement are not reimbursed by the Company unless otherwise specified in this Agreement.

1.9. The Company shall not be held responsible for any expenses incurred by the Client, damages, or losses that may arise due to the use of the Company's services. The Company disclaims responsibility for any expenses, damages, or losses suffered by the Client resulting from the use or inability to use the Company's services for technical reasons, including but not limited to: errors, omissions, interruptions in the operation of the website [www.meest.cn/mobile](http://www.meest.cn/mobile) application Meest China Android; deletion of files, changes to the functions of the website [www.meest.cn/in](http://www.meest.cn/in) in the mobile application Meest China Android; software defects, delays in the operation of the website [www.meest.cn/mobile](http://www.meest.cn/mobile) application Meest China Android; data transmission, when the Company makes changes to the website [www.meest.cn/in](http://www.meest.cn/in) in the mobile application Meest China Android, and so on.

1.10. The Company is not liable for the actions of related services and services used to provide services to the Client but do not belong to the Company, including but not limited to: banks, postal services, internet service providers, postal services, payment systems, any carriers, intermediaries, as well as for the actions of the Seller regarding the Goods (especially in terms of packaging multiple items ordered and paid for by the Client and others in one shipment, as well as sending multiple items ordered by the Client and others as one shipment to the warehouse used by the Company in the PRC).

1.11. The Parties have agreed that the Client will use their Personal account Meest China exclusively for personal use. Conducting any negotiations with the Company regarding the Company's services, as well as any situations that may arise during/in the result of the provision of services by the Company to the Client, is possible only by the Client personally, except for cases provided by the current legislation applicable to this Agreement.

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

1.12. The Customer support service of the Company provides only consulting services to the Client. When providing advice to the Client, the Customer support service may only provide an approximate cost of the Company's services. The cost of any delivery will depend on the weight, size, and other parameters of the Goods. The cost of delivering one package may range from \$8.5 to \$600 – in the case of the Client choosing air delivery, as well as from \$5.8 to \$300 – in the case of the Client choosing sea delivery.

1.13. This offer from the Company can be accepted (accepted) by the Client only in full by joining the Client to it. Joining the Client to this offer is impossible in part.

1.14. The service of purchasing goods is considered to be performed by the Company on time and properly at the moment of delivering the Goods to the warehouse used by the Company in the People's Republic of China (hereinafter referred to as the PRC).

1.15. The Parties have agreed that the Client has no right and will not use the service of purchasing goods to acquire Goods produced by the Russian Federation. Also, the Client has no right and will not use the service of purchasing goods to acquire sanctioned Goods. In case the

Client uses the service of purchasing goods to acquire Goods produced by the Russian Federation and/or to purchase sanctioned Goods, the Company has the right to block the Personal account Meest China of the Client without any explanations, and the Company also reserves the right to take other lawful actions within the framework of the current legislation.

## Chapter II. GOODS PURCHASE SERVICE

2.1. The company provides the client with a service of purchasing goods on its behalf, but at the client's expense and choice. The client selects the goods from online stores: [www.taobao.com](http://www.taobao.com), [www.1688.com](http://www.1688.com), [www.tmall.com](http://www.tmall.com), [www.yangkedou.com](http://www.yangkedou.com). Additionally, the company organizes the delivery of the selected and paid-for goods by the client to the company's warehouse in China.

The delivery of the goods from the company's warehouse in China to any other destination required by the client is not included in the goods purchase service. The procedure, rules, and other provisions for providing the client with the service of delivering goods from the company's warehouse in China to another location specified by the client in the Meest China Personal Cabinet are not regulated by this Agreement and are not included in the cost of the goods purchase service.

2.2. Procedure for ordering the goods purchase service by the client:

2.2.1. Using the website [www.meest.cn/](http://www.meest.cn/) or the Meest China Android mobile application, the client independently selects the goods he intends to purchase from online stores: [www.taobao.com](http://www.taobao.com), [www.1688.com](http://www.1688.com), [www.tmall.com](http://www.tmall.com), [www.yangkedou.com](http://www.yangkedou.com). These goods will be purchased and delivered by the company to the warehouse used in China.

2.2.2. The parties agree that the company begins the execution of the goods purchase service for the client upon receiving the price for this service from the client. The price is paid by the client in US dollars through payment systems: AliPay, Plum, IPS.

2.2.3. The client confirms that he fully understands and accepts the responsibility that any goods, without exception, whose information is posted on the website [www.meest.cn/](http://www.meest.cn/) in the Meest China Android mobile application, are not the company's property. The company does not sell or supply such goods. The client also confirms that he understands that at the time of ordering the goods through the website [www.meest.cn/](http://www.meest.cn/) or the Meest China Android mobile application, the goods listed on the websites [www.taobao.com](http://www.taobao.com), [www.1688.com](http://www.1688.com), [www.tmall.com](http://www.tmall.com), [www.yangkedou.com](http://www.yangkedou.com) may differ in price, completeness, color, size, and any other possible parameters.

2.2.4. The client confirms that he fully understands and accepts the responsibility that the company does not guarantee the availability of the selected goods by the client on the online stores [www.taobao.com](http://www.taobao.com), [www.1688.com](http://www.1688.com), [www.tmall.com](http://www.tmall.com), [www.yangkedou.com](http://www.yangkedou.com), including size, color, quality, and other possible parameters. This is beyond the company's responsibility and obligations.

2.2.5. At the client's additional request in the Meest China Personal Cabinet and for an additional fee within the goods purchase service, the company may provide an additional service to check the goods in the warehouse in China by taking photographs of the goods and sending these photos to the client. The cost of this additional service is specified on the website [www.meest.cn/](http://www.meest.cn/) in the Meest China Android mobile application.

2.2.6. The client confirms that he fully understands and accepts the responsibility that if any of the sellers cannot deliver the goods ordered by the client to the warehouse used by the company in China, the company will not be able to provide the goods purchase service, and this service will be unilaterally canceled by the company. The price paid by the client will be refunded to the client's balance in the Meest China Personal Cabinet. The refund to the card is regulated by clause 1.7 of Section I - "Subject of the Agreement" of this Agreement.

2.2.7. The client bears full and independent responsibility for the conformity of the purchased goods to the conditions of delivery of any postal services, as well as the customs legislation of the country in which the client is located, including the dimensions, weight, and contents of the goods, other dimensions, and weight of postal packaging required for the shipment of the goods to the client by any postal/courier service.

2.2.8. If the goods ordered by the client do not comply with the rules of international transportation, their purchase may be unilaterally canceled by the company. The parties agreed that in such a case, the company is not liable for any damages or losses to the client.

2.2.9. When providing the goods purchase service, arranged by the client through the "payment to another" functionality on the website [www.1688.com](http://www.1688.com), the company does not negotiate with the seller, does not arrange for additional payments, or auction prices for the client.

2.2.10. If the client cancels an order for the goods purchase service, processed through the "payment to another" functionality on the website [www.1688.com](http://www.1688.com), the refund to the client's balance is possible only after the client provides data confirming the refund to the company's account (the client provides a screenshot) from the website [www.1688.com](http://www.1688.com), indicating the time and amount of the transaction. The refund is confirmed after the funds are received on our account.

If the client cancels an order processed through the "payment to another" functionality, the refund to the client's balance is possible after the client provides a screenshot of the transfer from the seller to the company's account and confirmation of the funds' receipt.

2.2.11. In case of discrepancies with the goods received, processed through the "payment to another" functionality on the website [www.1688.com](http://www.1688.com) or WeChat, the client resolves negotiations with the seller and addresses any discrepancies independently. The company is not responsible for the mismatch of goods.

2.2.12. The company is not responsible for the seller sending one order in different shipments, incomplete shipment of the order, or providing one tracking number for orders from different

clients. To resolve such situations, the client contacts the company's support service, and based on the client's request, an inquiry is sent to the seller. Additional tracking numbers provided during the goods delivery by the seller can be added to the "Meest China" Personal Cabinet by the client.

2.2.13. The client is prohibited from using the goods purchase service to acquire any items or goods containing:

- Symbols, images, flags, emblems, or other attributes, memorabilia, signs of the national-socialist (Nazi) regime.
- Images (reproductions) of slogans with propaganda of the national-socialist (Nazi) regime.
- Inscriptions dedicated to individuals who held leading positions in the national-socialist (Nazi) regime.
- Symbols, images with propaganda of armed aggression by the Russian Federation against Ukraine, including symbols of military invasion by the Russian Federation into Ukraine (including individual letters or their combinations), official or unpublished symbols (emblems) of the armed forces of the Russian Federation, including its ground forces, aerospace forces, navy, strategic missile forces, airborne forces, special operations forces, and other armed formations and/or bodies of the Russian Federation.
- Flags, symbols, images, emblems, or other attributes in which combinations of symbols, emblems, flags, and other signs are reproduced with propaganda of armed aggression by the Russian Federation against Ukraine, as well as the national-socialist (Nazi) regime.
- Images (reproductions) of slogans with propaganda of armed aggression by the Russian Federation against Ukraine, as well as the national-socialist (Nazi) regime.
- Any other images, symbols, flags, emblems, memorabilia, reproductions of slogans aimed at inciting national, religious, racial, regional enmity and hatred, diminishing the national dignity and honor, or creating an image of citizens based on their religious beliefs.
- Any other images, symbols, flags, emblems, memorabilia, reproductions of slogans that are prohibited by the legislation of Ukraine or any other country to which the shipment is directed.

2.2.14. The parties agreed that in the event of the client using the goods purchase service to acquire items or goods containing the information specified in clause 2.2.13 of this offer, the company has the right to block the client's Meest China Personal Cabinet without any explanations. Additionally, the company reserves the right to take other lawful actions within the current laws of Ukraine or any other country in which the client is a resident.

### **2.3. Payment Procedure**



2.3.1. For the Purchase of Goods Service, the Client pays the Company in US dollars. The Client makes payments to the Company by replenishing the Balance through payment systems AliPay, Plum, IPS.

2.3.2. When making any payment by the Client to the Company (including using payment systems), the Client additionally covers all possible fees of payment systems, banks, correspondent banks, currency conversion fees, and any other possible payments (fees) necessary for making payments to the Company under this Agreement.

## **2.4. Rights and Obligations of the Company**

2.4.1. The Company has the right to inform the Client about the stages of performing the Purchase of Goods Service by updating statuses in the Personal Account Meest China or by sending electronic messages to the Client's email provided during registration in the Personal Account Meest China. If the Goods ordered by the Client through the Personal Account Meest China are not available at the Seller's warehouse, the Company has the right to cancel the specified Goods from the Client's order, notifying the Client by sending a message to the Client's email specified during registration in the Personal Account Meest China or by changing the status in the Personal Account Meest China. The price paid by the Client will be refunded to the Client's Purchase Balance in the Personal Account Meest China. Refunds to the card are regulated by clause 1.7 of Chapter I - "Subject of the Agreement" of this Agreement.

2.4.2. If the Seller has not shipped the Goods to the Company's warehouse in the PRC within 7-10 working days, causing a delay in providing services to the Client, the Company has the right to cancel the specified Goods from the Client's order and change the order status to "Returned." The price paid by the Client will be refunded to the Client's Purchase Balance in the Personal Account Meest China. Refunds to the card are regulated by clause 1.7 of Chapter I - "Subject of the Agreement" of this Agreement.

2.4.3. The Company undertakes to accept the Goods at the warehouse in the PRC, provided that the Goods are undamaged, correspond to the Client's order, and comply with the rules of international transportation of goods. In case the Goods are damaged, do not correspond to the Client's orders, do not comply with the rules of international transportation of goods, the Company informs the Client about this by updating the status in the Personal Account Meest China to "Nonconformity," specifying the reason for such non-conformity and providing photos. In this case, the Company has the right to dispose of the Goods, to which the Client gives unconditional and unconditional instructions and consent. The price paid by the Client is not refunded, and damages incurred by the Client are not compensated by the Company.

## **2.5. Rights and Obligations of the Client**

2.5.1. The Client undertakes to provide accurate information in a timely manner, necessary for the provision of the Purchase of Goods Service by the Company. In case of a lack of such information or doubts about its accuracy, the Company has the right to suspend the provision of the Purchase of Goods Service until the necessary information is clarified. In this case, the Goods are stored in the Company's warehouse in the PRC free of charge for 1 month, after which the

Company has the right to dispose of it, to which the Client gives unconditional instructions and consent. The Parties agreed that in this case, damages incurred by the Client are not compensated by the Company.

2.5.2. The Client agrees to monitor the status updates of their orders in their Meest China account.

2.5.3. The Client undertakes to promptly inform the Company of any changes that may affect the proper and timely provision of services by the Company to the Client, with the aim of providing the Company with the opportunity for prompt response within the scope of providing the Purchase of Goods Service.

2.5.4. The Client undertakes to pay the Price for the Purchase of Goods Service to the Company in a timely and complete manner.

2.5.5. The Client is not allowed to use the Purchase of Goods Service to purchase any items or substances listed in the List of Goods Prohibited for Transportation, as well as any items or substances the circulation of which is restricted or prohibited, and for any illegal, unlawful actions, or crimes.

2.5.6. The Client has the right to contact the Company's Support Service for any questions that arise during the receipt of the goods purchase service, by calling the mobile operator's number in their country, sending an email to the Company's email, or using chat messages.

2.5.7. The Client has the right to receive information about the provision of the Purchase of Goods Service in their Personal Meest China account.

2.5.8. The Client has the right, within the framework of the Purchase of Goods Service (for an additional fee), to use additional services provided by the Company, the list of which is indicated on the website [www.meest.cn/](http://www.meest.cn/) and in the Meest China Android mobile application.

2.5.9. Before placing an order for the purchase of Goods (Goods Purchase Service), the Client agrees to familiarize themselves with the rules and conditions of the Seller on its official website.

2.5.10. When placing an order for the purchase of Goods, the Client undertakes to independently ensure that their Goods will be packed and sent by the Seller to the warehouse used by the Company in the PRC, in separate packaging and a separate shipment (not with goods ordered by other individuals).

2.5.11. The packaging and shipment by the Seller to the warehouse used by the Company in the PRC, in one shipment of Goods purchased (ordered) by the Client and other individuals, is beyond the Company's responsibility, as well as the subsequent shipment of such Goods belonging to different individuals in one package from the warehouse used by the Company in the PRC to any other destination. In case of such actions by the Seller, the Company is not responsible for the receipt of the Goods by the Client.

## **2.6. Conditions for Returns, Exchanges, and Consideration of Claims**

2.6.1. In case the Client refuses the Purchase of Goods Service at the stage of payment by the Company of the cost of the Goods and before its delivery to the warehouse used by the Company in the PRC, the Company contacts the Seller, to which the Client gives the Company full unconditional instructions and consent. If the Seller agrees to take the Goods back, the Company refunds the Price of the Goods to the Client (excluding the Company's Commission). If the Seller refuses to accept the return of the Goods, the Goods are stored in the Seller's warehouse for 1 (one) month, during which the Client has the right to pick it up at their own expense. If the Client does not pick up the Goods within 1 (one) month, it is disposed of, to which the Client gives full, unconditional instructions, and consent. The Parties agreed that in this case, damages incurred by the Client are not compensated by the Company.

2.6.2. In case the Client refuses the Purchase of Goods Service at the stage after payment by the Company of the cost of the Goods and the cost of delivery to the Company's warehouse in the PRC, the Price paid by the Client is not refunded. In this case, the Company informs the Client of the location of the purchased Goods, which the Client has the right to pick up on their own (at their own expense and independently). The Parties agreed that in this case, damages incurred by the Client are not compensated by the Company.

2.6.3. In the event of the Client's refusal of the Purchase of Goods Service at the stage after the Goods purchased by the Company arrive at the Company's warehouse in the PRC, the cost of delivery, Commission, and the cost of the Goods are not refunded to the Client. In such a case, the Company informs the Client of the location of the purchased Goods, which the Client has the right to pick up on their own (at their own expense and independently) within 1 (one) month. If the Client does not pick up the Goods within 1 (one) month, it will be disposed of, to which the Client gives full, unconditional instructions, and consent. The Parties agreed that in this case, damages incurred by the Client are not compensated by the Company.

2.6.4. The Client confirms that it is fully understood that the Company is not the seller of the Goods, therefore the Company does not assume the Seller's obligations to the Client related to the return of the Goods and the refund of funds to the Client for the Goods.

2.6.5. If the Company purchased a different product than the one chosen by the Client, the Company arranges the return of the Goods to the Seller with full compensation to the Client for the Price of the goods purchase service. The refund to the Client is made after the full refund of the value of the Goods by the Seller to the Company. The Price paid by the Client will be returned to the Client's Purchase Balance in the Personal Meest China account. Refunds to the card are regulated by section 1.7 of Section I - "Subject of the Agreement" of this Agreement.

2.6.6. In the case where the Company purchased a product that turned out to be prohibited (according to the List of prohibited goods and/or the List of goods prohibited for shipment by mail/courier services), the Price for the Purchase of Goods Service is not refunded to the Client,

and the Goods are subject to disposal, to which the Client gives full, unconditional instructions, and consent.

2.6.7. If the Company purchased the Goods but did not take into account the Client's comment during the purchase, the Company has the right to independently contact the Seller, and if the Seller accepts the return of the Goods, to arrange the return.

2.6.8. All operations related to the return/exchange of the Goods are carried out in full accordance with the Seller's conditions, including, but not limited to, terms, procedures, and the amount of compensation. The Parties agreed that in this case, damages incurred by the Client are not compensated by the Company.

2.6.9. Any claims from the Client are accepted by the Company via email at support@info.meest.cn or in the Company's chat.

## **2.7. Limitation of Liability**

2.7.1. The Parties agreed that if the actual price of the Goods, which is indicated on the website www.meest.cn/ in the Meest China Android mobile application, differs from the price stated in online stores www.taobao.com, www.1688.com, www.tmall.com, www.yangkedou.com when ordered by the Client, the Company informs the Client about it at the first opportunity for confirmation or cancellation of the ordered Goods. In the absence of the possibility to contact the Client, this order for the purchase of Goods is considered canceled. The Parties agreed that in this case, damages incurred by the Client are not compensated by the Company.

2.7.2. The Company is not responsible for the quality of the Goods, its compliance with the Client's expectations, as well as for any other parameters not specified in the online stores www.taobao.com, www.1688.com, www.tmall.com, www.yangkedou.com. The Company also does not provide any warranty for the Goods purchased by the Client (neither for quality nor for the term of use) in any form.

2.7.3. The Company is not responsible for the correspondence of the Goods to the parameters (product name, color, size, other criteria, and characteristics) specified in online stores www.taobao.com, www.1688.com, www.tmall.com, www.yangkedou.com – in case of the Client's refusal of additional services of the Company "Standard check" or "Photo report."

2.7.4. When assembling a package with the Client's Goods in the PRC, the Company checks only the correspondence of the quantity of the Goods, as well as the size and color specified on the Goods and in the Client's order. The Company is responsible only for the correspondence of the nominal size stated on the Seller's website and the size of the Goods specified on tags, labels, tags.

2.7. In case of explicit discrepancies in the configuration, size, and color of the Goods, the Company conducts the replacement of such Goods only if the return and replacement of Goods are stipulated by the Seller.

2.7.5. The Company reserves the right to compensate the Client for damages at his request, but only if the damages claimed by the Client result from errors made by the Company's employees. The compensation amount, in this case, cannot exceed the Commission for the Company's service.

2.7.6. The refund to the Client upon his request (in cases stipulated by this Agreement) is carried out by the Company only after deducting all bank commissions, payment system fees associated with the refund of funds to the Client.

2.7.7. The translation of the name/description of the Goods and its characteristics, the list of which is available on the website [www.meest.cn/](http://www.meest.cn/) and in the Meest China Android mobile application, is automatically done using Google Translate and Microsoft Bing services. Claims regarding the incorrectness of the translation (understanding by the Client of the translation results) are not considered or accepted by the Company. Similarly, the Company does not take responsibility for the Client's erroneous choice of the Goods due to such translation. Additionally, the Company does not compensate the Client for losses or damages arising from these circumstances. The Company informs the Client that any image of the Goods (including trademarks of the Goods and images/symbols/slogans on the Goods) on the website [www.meest.cn/](http://www.meest.cn/) in the Meest China Android mobile application is automatically published as a result of loading links to relevant advertisements for the sale of Goods on the websites [www.taobao.com](http://www.taobao.com), [www.1688.com](http://www.1688.com). The presence of images of any Goods (including trademarks of the Goods and images/symbols/slogans on the Goods) on the website [www.meest.cn/](http://www.meest.cn/) in the Meest China Android mobile application is due to the automatic operation of the software and not intentional actions by the Company, its employees, or partners regarding the loading and placement of images of these Goods for the purpose of their direct sale by the Company through the [meest.cn](http://meest.cn) website.

2.7.8. Upon arrival at the Company's warehouse in the PRC, the Goods are checked by a general external inspection for compliance with the order (checking the characteristics that are criteria for choosing the Goods and specified on the Seller's website) and for the absence of obvious defects. This check is exclusively within the scope of the Standard check service, which is assigned to all orders by default. In case the Buyer independently cancels the Goods inspection through the Personal Meest China account, the Company is not responsible for the correctness of purchasing the Goods, its quantity. The Company does not verify the authenticity of leather and fur, brand names, the quality of the Goods (seam equality, glue residues, shades, etc.), as well as its quantity. This is beyond the Company's responsibility. If the Client wishes to check the operability of the Goods within the framework of the Goods purchase service, he has the right to order an additional service called "Photo Report."

2.7.9. If the selected characteristics of the Goods and the comment of the Client in the Personal Meest China account do not correspond to each other, priority is given to the characteristics of the selected Goods and information about the Goods on the Seller's website. The client's comment is considered an indication of a possible replacement of the Goods. In the case where the characteristics of the Goods specified in the Client's comment are not criteria for choosing the

Goods (the Seller does not provide a choice of these characteristics), the Goods are sent for approval according to the information provided by the Seller about the Goods. The purchase of the Goods takes place after confirmation by the Client. If no decision from the Client is received within 5 days, the purchase of the Goods is unilaterally canceled by the Company without compensating the Client for any damages.

2.7.10. If at any stage of delivering the Goods to the Company's warehouse in the PRC, the Goods are lost due to the Company's fault, the Client is refunded the full Price. The refund of the Price is made only if the Client has a document confirming his payment for the Goods and exclusively within the cost of the Goods declared by the Client in the Personal Meest China account, but in any case, not more than 100 US dollars per 1 Shipment.

2.7.11. When the Client orders Goods that are prohibited from import, the Company has the right to refuse to provide the Goods purchase service to the Client. Claims by the Client in such a case regarding the absence of Goods delivery, its confiscation by the Company, are not accepted, and the Price is not refunded to the Client. The Parties agreed at the time of concluding this Agreement, consider this clause fair, and committed to adhere to it.

2.7.12. During the ordering of Goods for purchase, the Client undertakes to independently ensure that his Goods will be packed and sent by the Seller to the warehouse used by the Company in the PRC in separate packaging and a separate shipment (not with Goods ordered by other individuals). The packaging and dispatch by the Seller to the warehouse used by the Company in the PRC in one shipment of Goods purchased (ordered) by the Client and other individuals are beyond the Company's responsibility, as well as the subsequent dispatch of such Goods in one shipment from the warehouse used by the Company in the PRC to any destination.

### **SECTION III. FORCE MAJEURE**

3.1. Each of the Parties is released from liability for partial or complete non-fulfillment of its obligations under this Agreement if this non-fulfillment is a result of force majeure circumstances. Force majeure circumstances (acts of God) are extraordinary and unavoidable circumstances that objectively make it impossible to fulfill obligations (both in whole and in part) under this Agreement, including but not limited to:

War, threat of war, armed conflict, or serious threat of such conflict, including, but not limited to, blockade, embargo, actions of a foreign enemy, general military mobilization, military actions, declared and undeclared war, military and anti-terrorist operations, civil unrest, acts of terrorism, sabotage, piracy, public disturbances, foreign invasions, blockade, revolution, strikes, border closures, state of emergency, exceptional circumstances, quarantine, curfew.

Extreme weather conditions, including, but not limited to, natural disasters, earthquakes, floods, tsunamis, tornadoes, severe storms, cyclones, hurricanes, freezing of the sea, freezing of straits, freezing of ports, freezing of mountain passes, landslides, ground subsidence, avalanches, droughts, soil subsidence, heavy fog, heavy snowfall.

Annexation of territories, occupation of territories.

Prohibition (restriction) of export/import, sanctions, embargo, closure of sea straits, closure of air zones/spaces.

Expropriation, forced seizure of property, capture of enterprises, requisition, public demonstrations, blockade, strike, accident.

Unlawful criminal actions of third parties, resulting in fire, explosion, transport disruptions, as well as other illegal actions of third parties that may affect the fulfillment of obligations.

Changes in the legislation of transit countries, sanctions, blockade/mining of ports/marine areas, changes in systems and currency exchanges between countries, changes in logistics chains, and/or systems.

Failures in the operation of the Internet, mobile communications, arising from power outages, as well as unlawful/criminal actions of third parties regarding critical infrastructure objects.

Legal acts of government authorities and/or local self-government authorities, laws of the state that change the existing procedure for the operation of any type of transport, communication, banks, the procedure for fulfilling obligations under any foreign trade agreements.

3.2. The Party facing force majeure circumstances must immediately notify the other Party of the occurrence of such circumstances. If the Company encounters force majeure circumstances, it notifies the Client by sending a notification to the Personal account of Meest China (or by updating the status in the Personal account of Meest China) or to the Client's email specified during registration in the Personal account of Meest China. If the Client faces force majeure circumstances, they notify the Company at the email address [support@info.meest.cn](mailto:support@info.meest.cn).

3.3. The document confirming the occurrence of force majeure circumstances is a document issued by the authorized legal authority of the country where force majeure circumstances occurred. The Parties also agreed that in the event the Company faces force majeure circumstances, the document confirming these circumstances may be issued not only to the Company but also to a third party that the Company has engaged to fulfill obligations under this Agreement, and such a document is accepted by the Client as confirmation. In the case where force majeure circumstances are a well-known fact (indisputable circumstances), providing any documents confirming force majeure circumstances is not required (exemption from proof).

If force majeure circumstances last for more than 6 (six) months, each of the Parties has the right to unilaterally terminate this Agreement. In this case, neither Party has the right to claim compensation from the other Party for possible damages.

#### **SECTION IV. RESOLUTION OF DISPUTES, LEGISLATION**

4.1. In the event of disputes related to the performance of this Agreement, the Parties resolve them through negotiations.

4.2. In case of impossibility to resolve disputes through negotiations, disputes are resolved in accordance with the current legislation of the Republic of South Africa, as well as applying the norms of Ukrainian legislation on the territory of the Republic of South Africa.

#### **SECTION V. CONFIDENTIALITY. PERSONAL DATA**

5.1. Information and any data obtained from the Client under this Agreement may be used by the Company exclusively to fulfill its obligations under this Agreement.

5.2. The Client gives full and unconditional permission for the Company to contact the Client (via mobile phone, email) to clarify any issues related to the provision of services by the Company under this Agreement. The Client also gives permission for the Company to use the provided personal data, their processing for the purpose of fulfilling its obligations under this Agreement.

5.3. The Client acknowledges that it is fully understood that the Company does not store the Client's credit card data, the validity period of these cards, as well as CVV codes for these cards. All the mentioned data will be stored in the payment systems used for payment of the Company's services.

5.4. The Company does not have a database of clients' personal data, does not store this data, and does not distribute it.

## **SECTION VI. OTHER TERMS OF THE AGREEMENT**

6.1. The terms and definitions used in this Agreement in uppercase letters are specific terms and definitions and have the meaning assigned to them in this Agreement both in the singular and in the plural.

6.2. This Agreement is concluded at the time of the Client's registration in the Personal account of Meest China (acceptance).

The Agreement is valid from the moment of its conclusion until the Parties fulfill their obligations under this Agreement.

6.3. The Company reserves the right to make changes to this Agreement unilaterally. Such changes are made by the Company without any additional notifications to the Client, as well as without the consent or agreement of the Client.

In case of changes to this Agreement, the Company publishes the new version of the Agreement (taking into account the changes) on the website [www.meest.cn/](http://www.meest.cn/) and in the Meest China Android mobile application. The changes are considered effective from the moment of publishing the new version of the Agreement on the website [www.meest.cn/](http://www.meest.cn/) and in the Meest China Android mobile applications.

The Company strongly recommends that the Client, before placing any new (repeat) service orders, familiarize themselves with this Agreement on the website [www.meest.cn/](http://www.meest.cn/) and in the Meest China Android mobile applications. The placement of any new (repeat) service orders by



the Client is considered by the Company as confirmation of the Client's awareness and agreement with the changes made by the Company to this Agreement.

6.4. The Parties confirm that the content of this Agreement does not contradict the moral principles of society, civil legislation; the persons who entered into this Agreement have the necessary scope of legal capacity; the expression of the Parties' will in the Agreement is free and corresponds to their internal will; the Agreement is aimed at the real occurrence of legal consequences caused by it; the Agreement does not violate public order; the Agreement is not concluded under the influence of an error, difficult circumstances, or under extremely unfavorable conditions; the Agreement is not concluded under the influence of deception, abuse of trust, or violence; the Agreement is not concluded as a result of a malicious agreement of the representative of one Party with another Party; the meaning of all words, terms, and resolutions in this Agreement is understood by the Parties in the same way.

The Parties confirm that this Agreement corresponds to their internal will and was entered into by them voluntarily without any influence from third parties. The persons who entered into this Agreement are in a balanced mental state. The Parties confirm that the Agreement is concluded on favorable terms for each of the Parties.

#### **SECTION VII: Company Details:**

"Trade 44 Sp. z o.o."

39-200 Dembitza, Drogowciv Street 7

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