

OnerWay Terms and Conditions

I. Important Information

1. The agreement is in both languages, Chinese and English. In the event of any inconsistency or conflicts, the Chinese version shall prevail.
2. We will notify you of any change to this agreement, and you are responsible for regularly reviewing it.
3. Please agree to abide this agreement before your registrations, and we will provide our service for you.

Ii. Definitions

1. Fees

The charges payable by you to us for using our services.

2. Credentials

The credentials provided for the attestation of using our service.

3. Service Providers

Including but not limited to banks, payment service providers, clearing networks, compliance service providers and other third party service providers used by us in the course of supplying our service.

4. Buyer

The individual or entity who purchases your products or services.

5. Platform

- 1) An e-commerce marketplace or other third-party selling platform.
- 2) Where you are a seller of products or services.

6. Collect Funds

The funds received from platforms.

7. Collect Account

The account held by us for collect and payment of funds in connection with platform transactions.

8. Withdraw Account

Your bank account into which you wish to receive your client account balance.

9. Client, User, You, Your

The individual or legal entity who enters into the agreement to use our service.

10. Client Account

Your account with us for the purpose of recording transaction and other important information.

11. OnerWay, We, Us, Our

The contracting party of the agreement who provide OnerWay services. If you use the OnerWay US station service, the contracting entity of your choice is Ronghan International (US) Inc. Which incorporated in US. If you use the OnerWay Europe station service, the contracting entity of your choice is Ronghan International Limited which incorporated in UK. If you use the OnerWay Japan station service, the contracting entity of your choice is Ronghan JP Co.,Ltd which incorporated in Japan.

12. Our Service

A non-financial institution service that provides you with collect and payment processing services and related transaction information reports.

13. Our Website

www.onerway.com

14. Agreement

The terms and conditions herein, any additional attachments.

15. Intellectual Property Rights

Database rights, design rights, moral rights, the rights in and to patents, trademarks, service marks, trade and service names, copyrights, know-how and trade secrets, and

all rights or forms of protection of a similar nature or having similar or equivalent effect which may subsist anywhere in the world now existing or hereafter arising.

Iii. User's Qualification

1. You must be 18 years of age or older.
2. You must have full legal capacity to enter into a contract. If you register for our service on behalf of a business or commercial entity, you must be legally authorized to agree these terms and conditions.

Iv. Your Rights and Obligations

1. You could have access to all of the information disclosed in accordance with the applicable law.
2. You are informed that your transaction may be subject to the regulator's right to disclosure, and your funds may be forfeited as per the requirements of applicable law.
3. You must only use our services on your own behalf and not on behalf of any other individuals or entity, except certain circumstances. If you authorize any third party to access or use your client account, you will be fully responsible for all activities conducted by such party.
4. You shall ensure that you are engaged in a lawful business and has all necessary rights and authorizations to sell and distribute your products or services. And you shall ensure that you will not infringe or misappropriate the intellectual property rights of any third party according to the laws binds you during the service we provide. You need to promise that the acceptance of funds through our services does not breach your agreement with the platform.
5. You shall ensure that all time provide us complete, true and accurate information. You should update your information promptly upon any change. We are not responsible for the completeness, validity and accuracy of the information you provide. The failure to provide the above-mentioned information may cause us to

refuse to serve you.

6. Client Account

1) You shall ensure that the email address or mobile number attached to your client account is in your possession. If you occupy someone else's e-mail address or mobile number, to ensure your fund security and avoid inconvenience or adverse impact on the e-mail address or mobile number holder, we may remove the email address or mobile number from your account and disassociate it until your client account is closed.

2) To ensure the security of your funds, please set different passwords between your client account and your mobile or other devices. If you find someone else using or stealing your account and password, or your devices are missing, please inform us in an effective and immediate way; you may also apply to us for suspension or discontinuation of service. At the end of the continuous login period, please exit our website with the correct steps. You understand that it takes a reasonable time for us to take action on your request. If we fail to take effective measures within a reasonable time to extend your loss, we shall be partially liable for the expanded loss, but we shall not be liable for the instructions that have been carried out prior to taking action.

7. Credentials

Your credentials are unique to you. It is your responsibility to keep your credentials safe. You shall not disclose your credentials to any third party. All losses caused by leakage of credential contents shall be borne by you.

8. Collect Funds

1) Your collect quota may depend on the country or region where you are using our service, regulatory requirements, payment scenarios, bank quota control, our risk control etc..

2) Funds sent by platforms that are not prior consented by us will be rejected. Any costs and expenses associated with rejected funds shall be borne by you.

3) The essence of your client account balance is a prepaid value, which is different

from your own bank deposit. Although the monetary funds corresponding to the prepaid value belong to you, the prepaid value is deposited with the bank in our name and we issue the capital transfer order to the bank.

9. Withdraw

1) Once you submit a withdraw order to us, the withdrawals to your withdraw account is irrevocable and you will not be able to refund the funds.

2) When execute the withdraw order, we have the right to debit the withdraw account with the amount of all applicable fees. And you will pay for above charges during the process.

3) You should ensure that your withdraw account information is correct and accurate. In the event that the payment is rejected due to inaccurate withdraw account information provided by you, you are responsible for relevant fees and we could directly deduct such fees from your client account balance.

10. You shall take the risk of any currency depreciation, exchange rate fluctuations and loss of earnings during your use of our service.

11. Transaction Records

1) Please timely confirm your transaction records. If you have a failure to notify us within three (3) months from the day when the transaction records was made available to search, which represents that you confirm these transaction records in the list.

2) Except as required by applicable law, you are solely responsible for compiling and retaining permanent records of all transactions and other data.

3) Upon the termination of the agreement of any reason, we will not have any obligation to store, retain, report, or provide any records and relevant information.

12. Tax

You shall be responsible for reporting to the relevant tax authorities all funds through our services and pay the corresponding taxes .

13. Declaration of Uninsured

You acknowledge that funds hold by us on your behalf or in the process of settlement

are not insured.

14. You shall not allow the platform any right to debit the collect account and you shall be liable to us for any debits made on such account by platform or any other third party.

15. Our service depends on the accurate running and operation of the system. In the event of system errors, display errors or other problems that cause ill-gotten gains, you agree that we can take appropriate corrective actions such as deduct funds.

16. You may not reverse engineer our systems and programs, which including but not limited to source programs, target programs, technical documents, client-to-server data, server data. You may not copy, modify, compile or consolidate our systems and programs. You shall pay us one-time compensation of 1 million RMB for above actions. If the aforementioned compensation is not enough to make up for the corresponding losses, it should be replenished.

V. Our Rights and Obligations

1. Our services are cross-border services, and our US, UK, and HongKong companies are regulated by local regulators, bound by local laws and regulations, respectively.

2.

1) We reserve the right to refuse to provide, discontinue or suspend our services to you and terminate the agreement at any time for any reason, the reasons including but not limited to you are engaged in fraud, money laundering, terrorism financing or other illegally activities or we have any reasonable suspicion.

2) When the above circumstance occurs, any further attempted use of our services will be rejected and may warrant notification to appropriate authorities.

3. We have the right to request you to provide relevant information, including but not limited to, information on your identity and business etc. Failure to provide such requested information may result in us denying your use of our services. We may take means to check and verify your information, including through the use of third-party

intermediaries or databases, as necessary to validate your identity.

4. Our service do not support cash, credit card payments, wire transfers or checks.

5. We are not a bank. You only have the right to withdraw the funds we collect for you within the amount of such funds, and we have the right to any proceeds arising from all such funds, including but not limited to interest and other fruits.

6. You authorize us to provide funds and settlement information to any platform or service provider.

7. We could refuse to carry out any settlement order to any bank account that is not yours or that you are not the named holder of it. We have the right to reject any withdraw order that do not comply with our compliance requirements.

8. If your withdraw account rejects payments from us, funds will be held by us until a valid withdraw account is provided.

9. The transfer of funds covered under the agreement shall be processed through the bank, and you shall accept the reasonable time during which the funds are transferred.

10. If the settlement involves a currency conversion, it will be completed at the foreign exchanges rate base on the rate provided to us by the Bank of China. We will not add additional fees or percentage on top of the foreign exchange rate. To avoid the fluctuation of foreign exchange rate, the foreign exchange rate of each settlement will be determined when it is processed.

11. Fees

1) We have the right to inform you of the adjustment of the fee at our sole discretion.

Your continued use of our services indicates you have already accepted the adjustment of fees .

2) We reserve the right to offset from any settlement payable to you any amounts owed to us by you.

12. No warranty or advance fund shall be provided for any service under the agreement.

13. Service Delivery

- 1) We has the right to involve third parties in providing part of our services.
- 2) We may serve you and your competitors at the same time, and you agree to expressly exempt us from any actual or potential conflicts of interest for such conduct and do not claim that we are legally flawed in the provision of our services.

14. Security of Funds

We will manage the funds strictly adhere to laws, regulations or regulatory requirements of the competent authorities to ensure the liquidity and safety of funds held on your behalf. We will keep our own funds and client's funds separately, not to misappropriate or occupy client's funds.

Vi. Service Availability

1. We do not act as a agent, trustee or escrow holder on your behalf.
2. We do not serve the platform.
3. You shall resolve any issues or disputes associated with platforms.
4. Our service are not intended for personal or person-to-person use, domestic or household purposes or as a consumer.
5. Our service may be subject to certain limits and availability depending on the location of you and/or the platform, applicable regulatory requirements and other factors.

Vii. Prevention of Money Laundering and Terrorist Financing

We are especially subject to laws regarding the fight against money laundering and the financing of terrorism.

Viii. Data Security

Any collection, use or processing of information shall be restricted to the purposes necessary for, or incidental to honour the agreement unless the other party's prior

written consent is obtained.

Ix. Intellectual Property

Our system and all content on our website, including but not limited to writings, pictures, archives, information, website structure, website screen arrangement, web page design, client information and transaction databases are legally owned by us.

X. Survival of Terms

Termination of all or any part of the agreement will not affect a party's respective accrued rights and obligations. The provisions of this agreement, which by their nature should survive will survive termination.

Xi. Disclaimers

1. All warranties, conditions and other terms implied by statute or common law including, without limitation, warranties or other terms as to suitability, merchantability, satisfactory quality and fitness for a particular purpose, are excluded to the maximum extent permitted by applicable law.

2. Unless expressly provided, the services are delivered "as is", without warranty of any kind.

3. We do not warrant or represent that the service (or services supplied to us on which all or part of a service depends) will be delivered free of any interruptions, delays, omissions or errors ("faults") or that all faults will be corrected. We shall not be liable for any damages resulting from any such faults.

You assumes sole responsibility and entire risk as to the suitability and results obtained from use of our services.

Xii. No Advice

1) For the avoidance of doubt, we shall not provide you with any advice in connection

with the services contemplated by the agreement, such as whether to proceed or not to proceed with a transaction or in respect of time of a transaction or the law, regulation, tax, business, finance, accounting or other consequence of a transaction.

2) Our services are provided on an execution only basis.

Xiii. Exclusions

Neither party will be liable for any:

- 1) Indirect, incidental, punitive, special or consequential damages arising out of or in connection with the agreement;
- 2) Loss of data (except that we shall be liable to restore data from any available backups);
- 3) Loss of profits (except with respect to the fees);

Even if such damages or losses in 1) - 3) could have been foreseen or prevented.

Xiv. Force Majeure

Neither party will be liable for any damages or failure to perform its obligations under the agreement due to circumstances beyond its reasonable control. If such circumstances cause material deficiencies in the services and continue for more than 30 days, either party may terminate any affected service on notice to the other party.

Xv. Severability

If any part of the agreement that is not fundamental is illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the rest of the agreement.

Xvi. No Waiver

If either party delays or fails to exercise any right or remedy under the agreement, it will not have waived that right or remedy.

Xvii. Applicable Law and Jurisdiction

1. The validity, interpretation, modify, enforcement and dispute resolution of the agreement are all applicable to the law of People's Republic of China (without consideration of the provisions of its conflict of laws).
2. Any dispute arising from or in connection with the agreement shall be submitted to the Shanghai International Economic and Trade Arbitration Commission / Shanghai International Arbitration Center, and shall be arbitrated according to the arbitration rules of this association. The place of arbitration is in Shanghai. The arbitration procedure is carried out in Chinese. The arbitral award is final and binding on both parties.

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