

Terms and Conditions

Dear Customers:

Welcome to Onerway.com and thanks for reading the Terms and Conditions of Onerway (hereinafter referred to as the "Agreement"). For your own benefit and protection, you should read this Agreement carefully before you open an account and use the services. The terms and conditions in this Agreement will apply when we (Onerway) provide the services. This Agreement is written in both English and Chinese. The Chinese version of this Agreement and any notice or other document relating to this Agreement shall prevail if there is a conflict or any discrepancy.

We offer a wide range of services, and sometimes additional terms may apply. This agreement includes the text of the agreement and all the rules that have been released by Onerway or may be released in the future. All rules are an integral part of the Agreement and have the same legal effect. When you use our services, you agree to all these terms, agreements and all the rules applicable to the services.

If you do not agree to this Agreement, do not click "I agree" and do not access or use any of our services.

By clicking the "I have read and agree to the *Terms and Conditions of Onerway*", you are agreeing to incorporate into the legally binding contract with Onerway. By acknowledging your acceptance of this Agreement, you are confirming that you fully understand and accept the terms and conditions.

This Agreement shall not be modified by any person unless written authorization was provided by Onerway.

Onerway shall reserve all the right for final explanation.

1. Definitions

1.1 Onerway, we: refers to this platform and Ronghan Group. If you are using the services in the U.S, then you will sign the contract with Ronghan International (US) Inc.; if you are using the services in U.K, then you will sign the contract with Ronghan International Limited. If you are using the services in Japan, then you will sign the contract with Ronghan JP 株式会社. The Ronghan Group and this platform shall be regarded as the same subject.

1.2 Our services: refers to all the money collection and payment services provided by Onerway according to this Agreement.

1.3 Our website: www.onerway.com.

1.4 Customer, user, you: refers to the natural/legal person or legal entity who enters into this Agreement, completes register and uses the services.

1.5 User Account: refers to the online account when you register for Onerway services and make ongoing use of the Onerway services.

1.6 Buyer: refers to the natural/legal person or legal entity who purchases your products and services.

1.7 E-commerce platform: refers to an e-commerce marketplace or another third-party selling platform. As a user in this platform, you are a seller of goods or services on this platform.

1.8 Service Provider: refers to the third- party services providers including but not limited to banks, payment service providers, clearing networks and risk control system providers that we use in the process of providing services.

1.9 Collect Account: refers to the account held by us to collect and payment of funds.

1.10 Beneficiary Account: refers to your beneficiary bank account into which you use to receive the balance.

1.11 Fee: refers to the charge that you paid to us by using the Onerway services.

1.12 Inbound Payments: refers to the fund received by the collection account from the platform.

1.13 Intellectual Property: refers to the 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 of having similar or equivalent effect which may subsist anywhere in the world now existing or hereafter arising.

2. User Qualifications

2.1 You shall have the appropriate capacities for civil rights and civil acts, if you are a natural person, you must be at least 18 years old. You cannot register or use the services if you have no capacity for civil rights and civil acts. Otherwise, you and your guardians (if any) should bear all the consequences; and the platform shall have the rights to cancel (permanently freeze) the account and claims compensation form you and your guardians (if any).

2.2 If your resister for services on behalf of a legal person or business entity, you warrant that you are legally authorized under the legal person or business entity to register and use the services on the platform. Otherwise, you shall take all the responsibilities for all the actions and neither Ronghan Group nor the platform shall take any responsibilities.

3. Users Rights and Obligations

3.1 You may use the services after you filled in the information, read and accepted the Agreement and completed the registration procedures. You agree to provide us with complete, true and accurate information when you register the account. If there is any evidence determines that you have provided inaccurate or incomplete information, the platform shall have the rights to send your inquiry and/or request a correction. You

agree to provide the platform within fifteen (15) days any information or changes required by the platform. Failure to provide or change such information may result in the platform suspending or terminating your use of the services. Any direct or indirect losses and adverse consequences arising therefrom shall be borne by you, and the Platform shall not be responsible for those consequences.

3.2 You have access to all relevant information under relevant laws.

3.3 You are informed that the transaction may be subject to the regulators' right to disclosure, and the fund may also be subjected to forfeiture by regulators as required by applicable law.

3.4 You must only use the service for your own benefit and not on behalf of any other person or entity.

3.5 You shall ensure that your business complies with the relevant legal requirements, engage in lawful business or activities, and have all necessary right and authorization to sell and distribute the products and services. You should make sure that using our services will not infringe the intellectual property rights of any third-party. You undertake that accepting the funds through our services does not violate your agreement with the e-commerce platform.

3.6 User Account

(1) You shall ensure that the account is binding with your own email or phone number. If we found you are binding with others' email or phone number, we have the rights to delete the email or phone number from your account and remove the association, or even cancel the account for avoiding inconvenience or adverse impact on the email or phone number holder and for the safety of your funds.

(2) In order to protect your funds, please set the password of your phone and other devices to be inconsistent with the password of the user account. You should properly protect your user account and password, and you must not transfer or authorize others to use your own user account on this platform. You are solely

responsible for the security of your user account, password and all activities and events that are performed on your user account, whether you have authorized other third parties to access or use your account. At the end of the period of continuous login to our website, please exit the website in the correct steps. You shall contact the platform immediately once you become aware of any unauthorized use of your account or any other questions regarding the security of your account. You agree and acknowledge that it will take a reasonable time to act on your request and that the Platform will not be liable for any consequences that may have occurred before acting, including but not limited to any loss you may suffer. Your account and password shall not be transferred, gifted or inherited to others, except for certain circumstances (when there is a legal requirement or judicial ruling, and with the consent of the platform).

3.7 Collect Funds

(1) The limitation of the funds you receive may depend on country or region where you use the service, regulatory requirements, payment scenarios, bank limit control, and our own risk control.

(2) Payments entered by e-commerce without prior consent will be rejected. You shall be responsible for any expenses caused by this action.

(3) The user account balance is essentially a prepaid value which is different from your own bank account. The monetary fund corresponding to the prepaid value belongs to you, but the prepaid value is deposited in the bank in our name and we have the right to initiate the fund transfer order to the bank.

3.8 Withdraw

(1) Once the outbound payment order is submitted, it shall be irrevocable, and the corresponding fund cannot be refunded to your user account.

(2) We shall deduct any applicable fees while we execute the payment. Any fees charged by the bank of your beneficiary account are your own sole responsibility and we shall not be liable for such fees.

(3) You shall ensure that your beneficiary account information is correct and accurate. You are responsible for relevant fees if the payment is rejected due to incorrect beneficiary bank account information. Also, we may directly deduct such fees from your account balance.

3.9 You shall take the risk of any currency depreciation, exchange rate fluctuations, and loss of earning during the use of services.

3.10 Transaction History

(1) You shall confirm the transaction records on time. Failure to notify us within three (3) months from the day when the transaction statement was made available to you shall be deemed as you accept these transactions records in the list.

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

(3) Except as required by applicable law, upon the termination of this Agreement for any reason, we will not have any obligation to store, retain, report or provide any records and relevant information.

3.11 Tax

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

3.12 Declaration of Uninsured

You acknowledge that funds held by us on your behalf on in the process of the settlement are not insured with any third-party.

3.13 You shall not allow the e-commerce platform to debit the account and you shall be liable to us for any debits made on such account by the e-commerce platform or any other third party.

3.14 Our service depends on accurate operation 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. The platform shall timely process and repair for system failures that affect the operation of the platform services. However, the Platform shall not take any direct or indirect responsibility for any losses you may suffer. For planned repair, maintenance and upgrade of the platform, the platform will notify you in advance by website announcement or other forms. During the repair, maintenance, and upgrade of the platform, the service of the platform will be affected. The platform shall not take any direct or indirect responsibility for any losses caused by your use of the service of the platform.

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

3.16 If you violate relevant laws, regulations or relevant provision of this Agreement which leads losses to the platform or any third-party, you agree to compensate for all losses, including but not limited to actual losses, legal costs, attorney's fees, and compensation.

3.17 If you commit any illegal act on the platform and leads to a third-party's complain(including but not limited to a third party accusing the platform of infringement in the form of a letter, etc., bringing a lawsuit or arbitration to the platform, or any actions causing the platform to face the review or inquiry of the relevant authority), we shall have the right to suspend or terminate your use of the platform. Upon receipt of the notice from this platform, you shall, in your own name, negotiate with the third party, participate in the litigation or accept the relevant

authority for review or inquiry, bear all costs and compensate for all losses caused to the platform.

4. Onerway Rights and Obligations

4.1 Our services are cross-border services, and our US, UK, Japan, and Hong Kong companies are all regulated institutions and comply with the local laws.

4.2 We may reject, suspend or terminate your access to any or all part of the services at any time. The reasons might include but not limit as following: you engage in fraud, money laundering, terrorist financing or other illegal activities or we reasonably suspect your activities. Any further use of the service will be rejected and may warrant notification to appropriate authorities.

4.3 We have the right to request information including, but not limited to, information on your identification, your business, and others. We might reject to provide the services if you fail to provide the information. You agree that we may take means to check and verify the information you provided, including using third-party intermediaries or database, to verify your identity.

4.4 Our service does not support cash, credit card, wire transfer or checks.

4.5 We are not a bank. You have the right to withdraw such funds only within the amount of the funds we collect for you, and you acknowledge that we are authorized to retain any interest that arises with respect to the sum of any fund held in the account.

4.6 You authorized us to provide fund and settlement information to any platform or service provider that requests such information.

4.7 We might refuse to the settlement order to any beneficiary account that is not yours or to the bank account that you are not the name holder of such account. We do have the right to reject any beneficiary account that does not comply with our compliance requirement.

4.8 If the beneficiary bank rejects the settlement from us, we will hold the funds and will be transferred to you until a valid beneficiary account is provided.

4.9 The transfer of funds under this Agreement is made through the bank, and you understand and accept the reasonable time caused by the transfer of funds.

4.10 If the transaction involves a currency conversion, it will be based on the real-time exchange rate at the time of settlement determined by our partner bank. To avoid the fluctuation for the foreign exchange rate, the rate of each transaction will be determined when it is processed.

4.11 Fees

(1) We have the right to adjust the fees, and you agree to pay all fees and your continued use of our services indicates your continued acceptance of the fees.

(2) We reserve the right to deduct any charges you may have against your settlement.

4.12 We do not guarantee or deposit for any services under this Agreement.

4.13 Services Provide

(1) We have the right to involve third parties in providing services.

(2) The services we provide to you are non-exclusive, that is, we may provide services to you and your competitors at the same time. You agree to expressly exempt us from any actual or potential conflict of interest and shall not claim that we have any legal defects in the provision of services.

4.14 Funds Security

We strictly adhere to applicable requirements that ensure the liquidity and protection of funds held on your behalf. We will separately our own funds and customer funds and will not misappropriate or occupy customer funds.

5. Service Limitation

5.1 We do not act as an agent, fiduciary, or escrow holder on your behalf.

5.2 We do not serve the e-commerce platforms.

5.3 You shall resolve any issues associated with e-commerce platforms.

5.4 Our services are not intended for personal or person-to-person use, and not for domestic or household purpose uses or as a Consumer. You shall use our services as a provider of goods/services in connection with the transactions on the e-commerce platform.

5.5 Our services may be subject to certain limits and depends on the location of you and the e-commerce platform, applicable regulatory requirements and other factors.

6. Prevention of Money Laundering and Terrorist Financing

We are subject to Applicable Law regarding the anti-money laundering and counter-terrorism financing.

7. Data security and privacy protection

The collection or processing of any of your information is limited to the purposes necessary or incidental to the performance of this Agreement. Please refer to our *Privacy Policy* for details.

8. Intellectual Property

All contents of our systems and our website, including but not limited to our works, customer information, and a transaction database, are legally owned by us. No one may use the platform without the written permission of the platform. Otherwise, we will investigate the legal responsibility of the infringer according to law.

9. Survival

The termination of this Agreement in whole or in part shall not affect the rights and obligations of either party hereto. Terms which by their nature will remain survive termination of this Agreement.

10. Disclaimer of Warranties

You understand and agree that you use our services at your own discretion and risk. The services are provided "as is" and "as available" and without warranties of any kind either expressed or implied, fully permissible pursuant to applicable law. We disclaim all warranties or merchantability and fitness for a purpose. The platform clarifies that it does not guarantee the following:

- (1) the delivery of services (or the services from which we obtain all or part of the service) will be without interruption, delay, omission, and error (" error ") or all errors will be corrected;
- (2) the service will meet your requirement;
- (3) the results obtained via our service will be accurate or reliable.

We shall not be liable for any damages arising from the above mistakes. You assume sole responsibility and the entire risk as to the suitability and results obtained from the use of our services.

11. No advice

11.1 We do not and may in no situation be deemed to provide any advice or suggestions. You shall seek experts for any information when needed.

11.2 Our services are provided in an execution manner.

12. Exclusions

You understand and agree that the platform shall not be liable to you or any third party for any of the following circumstances, whether the platform has been informed of the possibility of such damage or loss or whether it can be foreseen or prevented:

- (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;
- (4) Using or failing to use the system;
- (5) Any third-party statement or behavior about the services.

13. Force Majeure

13.1 Force majeure means any circumstance and conditions which is unforeseeable, unavoidable and insurmountable and makes it impossible for either party to fulfill their obligations under this Agreement. The force majeure includes but not limited to government acts, earthquake, typhoon, flood, fire or another natural disaster, war or any other similar event.

13.2 In view of the special nature of the internet, force majeure also includes the following circumstances affecting the normal operation of the internet: (1) hacking;(2) major impacts caused by technical adjustments in the telecommunications sector;(3) virus invasion, etc.

13.3 Neither party shall be liable for failure to perform its obligations hereunder due to force majeure. We have the right to suspend or terminate the services when we suffer from force majeure, which shall not be deemed a breach of contract. If the Force Majeure causes the platform to be unable to provide the services for more than 30

days, either party may terminate this contract with respect to such delivery upon written notice to the other party.

14. Modification, Suspension, and Termination of the Agreement

14.1 Modifies to Agreement

We will amend, revise or update this Agreement since we are constantly updating our services, and the Agreement will be re-published on the platform. The changes will come into effect immediately. If you disagree with our services then you should stop using our services, and we shall not bear any legal liability or compensation for any expenses. Your continued use of our services will be subject to the new terms.

14.2 Suspend and Terminate to Agreement

We have the right to suspend or terminate the services provided to you at any time without notifying you in any of the following circumstances:

- (1) The information you provided us it not true;
- (2) You violate the law or provisions of this Agreement and its modification;
- (3) In accordance with regulatory requirements;
- (4) The platform found your malicious registration account;
- (5) The platform receives complaints from third parties;
- (6) Other special cases that the platform considers to be in line with the overall service requirements.

In addition to the above circumstances, if the platform gives you 30 days' notice in advance, it can suspend or terminate the service provided to you without any liability for breach of contract.

15. Severability

If any part of this 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 this Agreement.

16. No Waiver

No delay or failure by any party to exercise any right or remedy under this Agreement shall operate as a waiver of such right or remedy.

17. Application and jurisdiction of law

17.1 The validity, interpretation, modification, execution and dispute resolution of this Agreement shall be governed by the laws of the People's Republic of China (without regard to its conflict of law's provisions).

17.2 Any dispute arising from or in connection with this 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 arbitration award is final and binding on both parties.

18. Notice

18.1 For the platform, any call to customer service number [400 139 8889] or email to the customer email address [cs@onerway.com] shall be deemed as a valid notice of the user.

18.2 For the user, notifications sent to users specified in their registration or specified by users shall be deemed to be valid notification of the platform.

19. Effectiveness

This Agreement shall come into force immediately after you click the "I have read and agree to the *Terms and Conditions of Onerway*" button.

Updated in 【May】 , 【30】 , 【2019】 .