Viritop Platform User Service Agreement

Viritop 平台用户服务协议

欢迎您与 Viritop 平台(详见定义条款)共同签署本《Viritop 平台用户服务协议》(下称"本协议")并使用 Viritop 平台服务!

Welcome to sign this "Viritop Platform User Service Agreement" (hereinafter referred to as "this Agreement") with Viritop Platform (see definition terms) and use Viritop Platform services!

This Agreement is a legally binding contract concluded between you and the owner of the Viritop independent e-commerce platform ------VAPEE INTERNATIONAL (HK) LIMITED and its affiliates regarding the use of the e-commerce services provided by this Platform. To protect your legitimate rights and interests, please read the following terms carefully.

本协议是您与 Viritop 独立电商平台的所有者------華熠國際（香港）有限公司及其关联公司之间，就使用本平台提供的电商服务所订立的合法合约。为保障您的合法权益，请您务必仔细阅读以下条款。

When you check the box "I have read the 《Viritop Platform User Service Agreement》" and click "Agree and undertake to comply with this Agreement", it means that you have fully understood and accepted all the contents of this Agreement, agree to abide by its terms, and become an official user of the Viritop Platform.

当您勾选"我已阅读《Viritop 平台用户服务协议》"并点击"同意并承诺遵守本协议"时，即表示您已充分理解并接受本协议的全部内容，并同意遵守其各项条款，成为 Viritop 平台的正式用户。

This Service Agreement is legally binding on both you and the Platform.

本服务协议对您与平台双方均具有法律约束力。

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一 、定义

I. Definitions

Viritop Platform: Refers to the Viritop website (domain: viritop.shop) and client applications, hereinafter referred to as "Viritop Platform". Users cooperating with Viritop website are hereinafter referred to as "Viritop Users".

Viritop 平台：指 Viritop 网站(域名为： viritop.shop)及客户端，以下简称"Viritop 平台",Viritop 网合作用户以下简称"Viritop 用户"。

The operator unit of the Viritop Platform is Hua Yi International (Hong Kong) Limited.

Viritop 平台，经营者单位为華熠國際(香港)有限公司。

二、协议范围

II. Scope of Agreement

(一)总则

(I) General Principles

Before using any services provided by the Viritop Platform, Viritop Users should carefully read this Service Agreement. If Viritop Users do not agree to this Service Agreement, they may actively cancel the services provided by the Viritop Platform; once they use the Viritop Platform services and become Viritop Users, it shall be deemed that the Viritop Users have understood and agreed to

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accept all the contents of this Service Agreement, and acknowledge that Viritop Platform has the right to make any modifications to the Service Agreement based on actual business conditions.

Viritop 用户在使用 Viritop 平台提供的各项服务之前，应仔细阅读本服务协议，如 Viritop 用户不同意本服务协议，可以主动取消 Viritop 平台提供的服务；一旦使用 Viritop 平台服务，并成为 Viritop 用户，即视为 Viritop 用户已了解并同意接受本服务协议各项内容，并认可 Viritop 平台有权根据实际业务情况对服务协议做出任何修改。

When a Viritop User checks the box "I have read the 《Viritop Platform User Service Agreement》" and clicks "Agree and undertake to comply with this Agreement" during the registration process, it means that the Viritop User and Viritop Platform Company have reached an agreement, fully accept all the terms of this Agreement, and complete all registration procedures according to the prompts on the page.

Viritop 用户在进行注册程序过程中勾选"我已阅读《Viritop 平台用户服务协议》"并点击"同意并承诺遵守本协议"即表示 Viritop 用户与 Viritop 平台公司达成协议，完全接受本协议的全部条款，并按照页面上的提示完成全部的注册程序。

After successful registration, Viritop Platform will assign each Viritop User a Viritop User account and corresponding password. The Viritop User is responsible for keeping this account and password confidential; the Viritop User shall bear legal responsibility for all activities and events conducted using their Viritop User account.

Viritop 用户注册成功后，Viritop 平台将分配给每个 Viritop 用户一个 Viritop 用户帐号及相应的密码，该 Viritop 用户帐号和密码由 Viritop 用户自身负责保管；Viritop 用户应当对其使用的 Viritop 用户帐号进行的所有活动和事件负法律责任。

Viritop Users may use various individual services of the Viritop Platform within the scope of their authorization. When a Viritop User uses any individual service of the Viritop Platform, their usage behavior shall be deemed as their consent to the service terms of that individual service and any announcements issued by Viritop Platform within that individual service.

Viritop 用户可以使用其授权范围内的 Viritop 平台各单项服务，当 Viritop 用户使用 Viritop 平台各单项服务时，Viritop 用户的使用行为视为其对该单项服务的服务条款以及 Viritop 平台在该单项服务中发出的各类公告的同意。

The Viritop User Service Agreement, as well as the terms of each individual service and announcements, may be updated by Viritop Platform Company at any time without prior notice. When using relevant services, Viritop Users should pay attention to and comply with the applicable relevant terms.

Viritop 用户服务协议以及各单项服务条款和公告可由 Viritop 平台公司随时更新，且无需另行通知。Viritop 用户在使用相关服务时，应关注并遵守其所适用的相关条款。

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(二)注册信息和隐私保护

(II) Registration Information and Privacy Protection

Viritop Users shall provide detailed and accurate personal information promptly during registration. If personal information changes, the Viritop User has the obligation to update the registration information at the first opportunity. All originally entered information will be referenced as registration information. Viritop Platform shall not bear any responsibility for any subsequent disputes and consequences arising from untimely or untrue registration information.
Viritop 用户注册时应及时提供详尽准确的个人资料，如个人资料有变更，Viritop 用户有义务第一时间更新注册资料。所有原始键入的资料将引用为注册资料。如果因注册信息不及时或不真实而引起的后续所有相关的纠纷和后果，Viritop 平台不承担任何责任。

Viritop Users shall properly keep and use their account and password, and shall not transfer or lend their account or password to others for use. If a Viritop User discovers that their account is being used illegally by others, they shall immediately notify the Viritop Platform. Viritop Platform shall not bear any responsibility for any disputes and consequences caused by the Viritop User's own unsafe operation of the account or other illegal use. If the account or password is illegally used by others due to hacker activities or the Viritop User's negligence in safekeeping, and not due to the intentional act of Viritop Platform, Viritop Platform shall not bear any responsibility.
Viritop 用户应妥善保管使用其账号和密码，不应将其帐号、密码转让或出借给他人使用。如 Viritop 用户发现其帐号遭他人非法使用，应立即通知 Viritop 平台。由于 Viritop 用户自己对帐号的不安全操作或其他非法使用所造成的一切纠纷和后果，Viritop 平台不承担任何责任。因黑客行为或 Viritop 用户的保管疏忽等非因 Viritop 平台的故意导致帐号、密码遭他人非法使用，Viritop 平台不承担任何责任。

Viritop Platform will not publicly disclose or provide a single Viritop User's registration information to third parties, unless:
Viritop 平台不对外公开或向第三方提供单个 Viritop 用户的注册资料，除非：

a) Explicit authorization has been obtained from the Viritop User in advance;

a) 事先获得 Viritop 用户的明确授权；

b) It is necessary to disclose the Viritop User's personal information to provide the products and services requested by the Viritop User;

b) 只有透露 Viritop 用户的个人资料，才能提供 Viritop 用户所要求的产品和服务；

C) Required by relevant laws and regulations;

C) 根据有关的法律法规要求；

d) Required by relevant government authorities;

d) 按照相关政府主管部门的要求；

e) It is necessary to safeguard the legitimate rights and interests of Viritop Platform.

e) 为维护 Viritop 平台的合法权益。

When a Viritop User registers for a Viritop Platform account, uses other Viritop Platform products or services, visits Viritop Platform web pages, or participates in promotions and prize games, Viritop Platform collects the Viritop User's personal identification information and will use this information to improve the services and web content provided to the Viritop User.

在 Viritop 用户注册 Viritop 平台帐户，使用其他 Viritop 平台产品或服务，访问 Viritop 平台网页，或参加促销和有奖游戏时，Viritop 平台会收集 Viritop 用户的个人身份识别资料，并会将这些资料用于改进为 Viritop 用户提供的服务及网页内容。

(三)Viritop 平台使用规则

(III) Viritop Platform Usage Rules

When using Viritop Platform services, Viritop Users must comply with the laws and regulations of the place of operation.

Viritop 用户在使用 Viritop 平台服务时，必须遵守运营所在地法律法规的规定

Viritop Users shall ensure not to use this service for any illegal or improper activities, including but not limited to the following behaviors:

Viritop 用户应保证不利用本服务进行任何违法或不正当的活动，包括但不限于下列行为：

Upload, display, post, disseminate, or otherwise transmit information containing any of the following content:

上载、展示、张贴、传播或以其它方式传送含有下列内容之一的信息：

a) Opposing the basic principles established by the constitution;

a) 反对宪法所确定的基本原则的；

b) Endangering national security, leaking state secrets, subverting state power, or undermining national unity;

b) 危害国家安全，泄露国家秘密，颠覆国家政权，破坏国家统一的；

c) Harming national honor and interests;

c) 损害国家荣誉和利益的；

d) Inciting ethnic hatred, ethnic discrimination, or undermining ethnic unity;

d) 煽动民族仇恨、民族歧视、破坏民族团结的；

e) Undermining state religious policies, promoting cults and feudal superstitions;

e) 破坏国家宗教政策，宣扬邪教和封建迷信的；

f) Spreading rumors, disrupting social order, or undermining social stability;

f) 散布谣言，扰乱社会秩序，破坏社会稳定的；

g) Spreading obscenity, pornography, gambling, violence, murder, terror, or inciting crime;

g) 散布淫秽、色情、赌博、暴力、凶杀、恐怖或者教唆犯罪的；

h) Insulting or defaming others, infringing upon the lawful rights of others;

h) 侮辱或者诽谤他人，侵害他人合法权利的；

i) Containing false, harmful, coercive, infringing upon others' privacy, harassing, infringing, slanderous, vulgar, obscene, or otherwise morally objectionable content;

i) 含有虚假、有害、胁迫、侵害他人隐私、骚扰、侵害、中伤、粗俗、猥亵、或其它道德上令人反感的内容；

j) Containing other content restricted or prohibited by Chinese laws, regulations, rules, ordinances, and any norms with legal effect; using the network service system for any illegal purpose;

j) 含有中国法律、法规、规章、条例以及任何具有法律效力之规范所限制或禁止的其它内容的；为任何非法目的而使用网络服务系统；

Using Viritop Platform services to engage in the following activities:

利用 Viritop 平台服务从事以下活动：

a) Entering a computer information network or using computer information network resources without permission;

a) 未经允许，进入计算机信息网络或者使用计算机信息网络资源；

b) Deleting, adding, or modifying the functions of a computer information network without permission;

b) 未经允许，对计算机信息网络功能进行删除、增加或者修改；

c) Deleting, adding, or modifying data and applications stored, processed, or transmitted in a computer information network without permission;

c) 未经允许，对进入计算机信息网络中存储、处理或者传输的数据和应用程序进行删除、增加或者修改；

d) Intentionally creating or disseminating destructive programs such as computer viruses;

d) 故意制作、传播计算机病毒等破坏性程序；

e) Other behaviors endangering the security of computer information networks.

e) 其它危害计算机信息网络安全的行为。

If a Viritop User violates any of the above provisions while using network services, Viritop Platform or its authorized person/unit has the right to require the Viritop User to correct it or directly take all necessary measures (including but not limited to changing or deleting the content posted by the

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Viritop User, suspending or terminating the Viritop User's right to use network services) to mitigate and eliminate the impact caused by the Viritop User's improper behavior.

如 Viritop 用户在使用网络服务时违反任何上述规定，Viritop 平台或其授权人/单位有权要求 Viritop 用户改正或直接采取一切必要的措施(包括但不限于更改或删除 Viritop 用户张贴的内容等、暂停或终止 Viritop 用户使用网络服务的权利)以减轻和消除 Viritop 用户不当行为造成的影响。

Viritop Users must bear legal responsibility for their own actions during the use of Viritop Platform services.

Viritop 用户必须对自己在使用 Viritop 平台服务过程中的行为承担法律责任。

The forms of legal liability borne by Viritop Users include but are not limited to: ceasing illegal or improper acts, compensating the infringed party, and after Viritop Platform Company first bears administrative penalties or tort liability for damages caused by the Viritop User's actions, the Viritop User shall compensate Viritop Platform Company an equal amount.

Viritop 用户承担法律责任的形式包括但不限于：停止违法或不正当行为，对受到侵害者进行赔偿，以及在 Viritop 平台公司首先承担了因 Viritop 用户行为导致的行政处罚或侵权损害赔偿责任后，Viritop 用户应给予 Viritop 平台公司等额的赔偿。

(四)服务内容

(IV) Service Content

Viritop Platform services are subject to all services currently displayed on the Viritop Platform and their descriptions.

Viritop 平台服务以 Viritop 平台目前所显示的所有服务及其说明为准。

To use this service, Viritop Users must be able to legally access the international Internet by themselves and shall pay the relevant service fees themselves. In addition, Viritop Users must equip themselves with and be responsible for all necessary equipment required for connecting to the international Internet, including computers, communication devices, or other access devices.

为使用本服务，Viritop 用户必须能够自行合法地进入国际互联网，并应自行支付相关服务费用。此外，Viritop 用户必须自行配备及负责与国际互联网连线所需之一切必要装备，包括计算机、通讯设备或其它存取装置。

Given the particularity of network services, Viritop Users agree that Viritop Platform has the right to change, interrupt, or terminate part or all of the network services (including fee-based network services) at any time without prior notice. Viritop Platform does not guarantee that network services will not be interrupted, nor does it guarantee the timeliness, security, or accuracy of network services.

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鉴于网络服务的特殊性，Viritop 用户同意 Viritop 平台有权不经事先通知，随时变更、中断或终止部分或全部的网络服务(包括收费网络服务)。Viritop 平台不担保网络服务不会中断，对网络服务的及时性、安全性、准确性也都不作担保。

Viritop Platform needs to regularly or irregularly inspect or maintain the Viritop Platform providing network services or related equipment. Generally, prior notice will be given. If network services (including fee-based network services) are interrupted within a reasonable time due to such circumstances, Viritop Platform shall not bear any responsibility for this. Viritop Platform reserves the right to suspend any part of this service for maintenance, upgrades, or other purposes without prior notice.

Viritop 平台需要定期或不定期地对提供网络服务的 Viritop 平台或相关的设备进行检修或者维护，一般情况下会事前通知，如因此类情况而造成网络服务(包括收费网络服务)在合理时间内的中断，Viritop 平台无需为此承担任何责任。Viritop 平台保留不经事先通知为维修保养、升级或其它目的暂停本服务任何部分的权利。

This service may provide links to other websites or resources. Since Viritop Platform cannot control these websites and resources, Viritop Users understand and agree that Viritop Platform is not responsible for the availability of such websites or resources, and does not guarantee or assume responsibility for any content, advertising, products, or other materials existing on or originating from such websites or resources. Viritop Platform shall not bear any responsibility for any damage or loss caused by or in connection with the use of or reliance on any content, goods, or services obtained from any such website or resource.

本服务可提供与其它网站或资源之链接，由于 Viritop 平台无法控制这些网站及资源，Viritop 用户了解并同意，此类网站或资源是否可供利用，Viritop 平台不予负责，存在或源于此类网站或资源之任何内容、广告、产品或其它资料，Viritop 平台亦不予保证或负责。因使用或依赖任何此类网站或资源发布的或经由此类网站或资源获得的任何内容、商品或服务所产生的任何损害或损失，Viritop 平台不承担任何责任。

Viritop Users explicitly agree that the risks arising from their use of Viritop Platform services will be borne entirely by themselves. Viritop Users understand and accept that downloading or obtaining any information through Viritop Platform services depends on the Viritop User themselves, and they shall bear the risks of system damage, data loss, and any other risks.

Viritop 用户明确同意其使用 Viritop 平台服务所存在的风险将完全由其自己承担。Viritop 用户理解并接受下载或通过 Viritop 平台服务取得的任何信息资料取决于 Viritop 用户自己，并由其承担系统受损、资料丢失以及其它任何风险。

For accounts that have not logged in for more than 180 days, Viritop Platform reserves the right to cancel them.

超过 180 天未登陆的帐号，Viritop 平台保留注销的权利。

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Viritop Platform has the right to modify or terminate this service (or any part thereof) temporarily or permanently at any time, whether or not notified, and Viritop Platform shall not bear any responsibility to Viritop Users or any third party.

Viritop 平台有权于任何时间暂时或永久修改或终止本服务(或其任何部分),而无论其通知与否，Viritop 平台对 Viritop 用户和任何第三人均无需承担任何责任。

Termination of Service: Viritop Users agree that Viritop Platform may, at its sole discretion and without prior notice, terminate the Viritop User's password, account, or use of this service (or any part thereof) for any reason, including but not limited to prolonged non-use or if Viritop Platform believes that the Viritop User has violated the letter or spirit of this Service Agreement, and may remove and delete any content of the Viritop User within this service. Furthermore, Viritop Users agree that Viritop Platform shall not bear any responsibility to the Viritop User or any third party if the use of this service is interrupted or terminated, or the Viritop User's account and related information and files are closed or deleted.

终止服务：Viritop 用户同意 Viritop 平台可以基于自行考虑，无需进行事先通知，因任何理由包含但不限于长时间未使用或 Viritop 平台认为 Viritop 用户已经违反本服务协议的文字及精神，终止 Viritop 用户的密码、帐号或本服务之使用(或服务之任何部分),并将 Viritop 用户在本服务内任何内容加以移除并删除。此外，Viritop 用户同意若本服务之使用被中断或终止或 Viritop 用户的帐号及相关信息和文件被关闭或删除，Viritop 平台对 Viritop 用户或任何第三方均不承担任何责任。

(五)Viritop 平台的物流和保险服务

(V) Viritop Platform's Logistics and Insurance Services

Registered users authorize our company to act as an agent to arrange transportation. Both parties agree that during the process of our company acting as an agent to arrange domestic and international transportation for registered users, if cargo damage is caused by the carrier's liability, compensation shall be made by the carrier according to the transportation contract, international conventions, and national laws and regulations. Our company guarantees to assist registered users in handling claim matters and recommends that registered users use commercial insurance to avoid potential economic losses.

注册用户授权我司代理安排运输,双方同意,在我司作为代理为注册用户安排国内国际运输的过程中,如因承运人责任导致的货损,由承运人按照运输合同、国际公约及国家法律规定予以赔偿,我司保证协助注册用户处理索赔事务，同时建议注册用户通过商业保险规避可能产生的经济损失。

Our company has the right to adjust quotations based on fluctuations and changes in market costs, freight rate policies, gasoline and fuel costs, exchange rates, currency value adjustments, and other factors for customs clearance fees and logistics freight.

报关费用和物流运费，我司有权根据市场成本、运价政策、汽油燃油费用、汇率及币值调整等因素的波动和变化调整报价。

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The quotations provided by our company do not include customs clearance fees for goods at the destination customs, nor other taxes and fees levied by the destination country; nor do they include additional fees incurred during transportation and delivery, such as remote area fees, residential delivery fees, etc. The regional remote area surcharge levied on international express shipments is valid for notification within three months from the date of shipment;

我司提供的报价，不包括货物在目的地海关的清关费用，及目的地国家征收的其它税费；不包括货物在运输及派送过程中产生的偏远费、住宅派送费等额外费用。国际快递件所征收的地区偏远附加费自寄件之日起三个月内通知有效；

The origin of goods is within China, shipped to destinations worldwide.

货物起运地为中国境内，发运至全球各地。

Reasonable Exemption

合理免责

In the case where registered users adopt a stockpiling model, if reasonable cargo loss occurs (within 0.05%), our company is not responsible for compensation.
在注册用户采用备货模式的情况下，如遇货物合理损耗(万分之五以内),我司不负责赔偿。

(六)费用及报价

(VI) Fees and Quotations

Payment Methods

付款方式

Platform Recharge: Registered users must prepay by recharging their account on our platform in advance. System services will automatically deduct payments by default. If the prepayment is insufficient, our company has the right to terminate services. Services can only be resumed after the registered user replenishes the outstanding balance. Our company shall not bear any responsibility for packages detained due to insufficient prepayment by the registered user.
平台充值：注册用户须提前在我司平台上充值预付款。系统服务将默认自动扣款，如预付款不足，我司有权终止服务，待注册用户补足余款后方可继续提供服务，因注册用户预付款不足导致包裹扣件未处理，我司不承担任何责任。

Registered users shall bear the responsibility for consistency between documents and between documents and goods. Economic losses resulting from document discrepancies shall be borne by the registered user.

注册用户应承担单单相符、单证相符的责任，因单据不符所致的经济损失由注册用户承担。

If there is no reply within three working days from the date our company issues the electronic statement, it will be deemed that the registered user has confirmed the statement information by default.

自我司发出电子对账单之日算起，三个工作日内未回复的，视同注册用户默认账单信息。

Our company's quotations are exclusive of tax. The platform will deduct a 6% tax on fees after they are incurred.

我司报价均为未含税报价，平台会在费用产生后扣取六个点的税费。

(七)纠纷处理规则

(VII) Dispute Resolution Rules

General Principles

总则

1.1 As an online trading platform, Viritop Platform's principle for handling complaints is fairness, justice, and openness.
1.1Viritop 平台作为一个网络交易平台，处理投诉的原则是公平，公正，公开。
1.2 For complaints submitted to Viritop Platform, Viritop Platform requires both parties to the transaction to provide evidence including (but not limited to) transaction proof, payment proof, pictures, text records of communication between the parties, product descriptions, and other relevant evidence. If either party to the transaction adopts an uncooperative attitude, Viritop Platform will make a ruling favorable to the other party to the transaction.
1.2 提交 Viritop 平台的投诉，Viritop 平台需要交易双方提供包括(但不限于)交易证明、支付证明、图片、双方沟通的文字记录、产品说明以及其他相关证据，交易双方任何一方采取拒不配合态度者，Viritop 平台将做出有利于交易另一方的处理结果。

Detailed Rules

细 则

2.1 End customer did not receive the goods
2.1 终端客户没有收到货物

For goods lost due to logistics reasons, after Viritop Platform obtains compensation according to the compensation standards of the logistics service provider, it will compensate the user according to the same standards; If the user chooses a shipping method that cannot provide tracking, Viritop Platform shall not bear any responsibility for cargo damage or delays.
因物流原因导致的货物丢失，Viritop 平台根据物流服务商的赔付标准获得赔偿后，将按相同标准赔付给用户；由于用户选择无法提供查询的运输方式，Viritop 平台不承担一切货损或晚点责任。

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①、Goods returned after shipment; The user provides an unclear or incorrect address, the user bears full responsibility and shall bear the resulting freight loss and other related costs; If the goods cannot be delivered or are returned due to the supplier's reasons, the supplier bears full responsibility and pays all related costs;

①、货物发出后被退回；用户提供地址不清或者有误，用户负全部责任，并负担因此造成的运费损失以及其他相关费用；因供应商原因导致货物不能送达或退回，供应商负全部责任，并支付全部相关费用；

②、The supplier did not supply goods according to the shipping requirements in the order, causing the user to be unable to deliver the goods on time. The supplier bears full responsibility and pays all related costs;

②、供应商没有按照订单中的货运要求供货，导致用户无法按时交货用户。供应商负全部责任，并支付全部相关费用；

2.2 Goods detained in foreign customs

2.2 货物被扣在国外海关

①、All customs clearance duties and comprehensive taxes incurred for sale to the destination country shall be the user's full responsibility, and the user shall pay all related costs;

①、销往目的地国家产生的清关关税综合税费由用户负全部责任，并支付全部相关费用；

②、For both domestic export clearance and foreign import clearance, the supplier bears full responsibility for all matters related to intellectual property rights such as brand authorization, and pays all related costs.

②、国内出口清关和国外进口清关中，涉及与品牌授权等知识产权相关的一切事宜，供应商负全部责任，并支付全部相关费用。

2.3 End customer received goods inconsistent with the description

2.3 终端客户收到货物与描述不符

1. The complainant needs to actively provide relevant evidence such as the logistics tracking number, photos, and transaction proof within 5 working days after submitting the complaint to Viritop Platform. Viritop Platform will make a decision within 10 working days after receiving valid evidence.

投诉方需要在投诉提交 Viritop 平台后 5 个工作日内主动提供物流运单号、照片和交易证明等相关证据，Viritop 平台会在收到有效证据后 10 个工作日内做出处理意见。

Viritop Platform will severely sanction behavior where the product description does not match the actual goods.

对于产品描述和实际货物不相符的行为 Viritop 平台将严厉制裁。

Force Majeure Factors

不可抗力因素

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Viritop Platform undertakes basic security obligations as stipulated by law, but cannot be held responsible for damages caused to you by force majeure factors such as information network equipment maintenance, connection failures, computer, communication, or other system failures, power failures, strikes, riots, fires, floods, storms, explosions, wars, government actions, orders from judicial or administrative organs, or reasons attributable to third parties.

Viritop 平台依法律规定承担基础保障义务，但无法对由于信息网络设备维护、连接故障，电脑、通讯或其他系统的故障，电力故障，罢工，暴乱，火灾，洪水，风暴，爆炸，战争，政府行为，司法行政机关的命令等不可抗因素或因第三方原因而给您造成的损害结果承担责任。

(八)知识产权和其他合法权益(包括但不限于名誉权、商誉权)

(VIII) Intellectual Property and Other Legitimate Rights and Interests (Including but not limited to the Right of Reputation, the Right of Goodwill)

Viritop User's Exclusive Rights

Viritop 用户专属权利

Viritop Platform respects the intellectual property rights and legitimate rights and interests of others and calls on Viritop Users to also respect intellectual property rights and the legitimate rights and interests of others. If a Viritop User believes that their own or another Viritop User's intellectual property rights or other legitimate rights and interests have been infringed, please provide information and file a complaint to Viritop Platform according to the following instructions:

Viritop 平台尊重他人知识产权和合法权益，呼吁 Viritop 用户也要同样尊重知识产权和他人合法权益。若 Viritop 用户认为自身或其他 Viritop 用户的知识产权或其他合法权益被侵犯，请按照以下说明向 Viritop 平台提供资料和投诉：

It is hereby specially reminded to Viritop Users: If the information in the complaint is untrue, the complainant will bear all legal responsibilities arising therefrom (including but not limited to compensation for various costs and attorney fees). If the aforementioned individual or entity is unsure whether the information available online infringes upon their intellectual property rights and other legitimate rights and interests, Viritop Platform recommends that the individual or entity first consult a professional. In order for Viritop Platform to effectively handle the complaints of the aforementioned individuals or entities, please use the following format (including the numbering of each clause):

在此特别提醒 Viritop 用户注意：如果投诉的资料失实，投诉方将承担对由此造成的全部法律责任(包括但不限于赔偿各种费用及律师费)。如果上述个人或单位不确定网络上可获取的资料是否侵犯了其知识产权和其他合法权益，Viritop 平台建议该个人或单位首先咨询专业人士。为了 Viritop 平台有效处理上述个人或单位的投诉，请使用以下格式(包括各条款的序号) :

①、Proof that the complainant owns the intellectual property rights or other legitimate rights and interests to the allegedly infringing content and/or is legally entitled to exercise the intellectual

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property rights or other legitimate rights and interests;

①、投诉方对涉嫌侵权内容拥有知识产权或其他合法权益和/或依法可以行使知识产权或其他合法权益的权属证明；

②、Please describe fully and clearly the circumstances in which the intellectual property rights or other legitimate rights and interests have been infringed.

②、请充分、明确地描述被侵犯了知识产权或其他合法权益的情况。

③、Please specify which content on the allegedly infringing webpage infringes upon the rights listed in item 2.

③、请指明涉嫌侵权网页的哪些内容侵犯了第 2 项中列明的权利。

④、Please provide the complainant's specific contact information, including name, copy of ID card or passport (for individuals), copy of organization registration certificate (for organizations), mailing address, phone number, fax, and email.

④、请提供投诉方具体的联络信息，包括姓名、身份证或护照复印件(对自然人)、单位登记证明复印件(对单位)、通信地址、电话号码、传真和电子邮件。

⑤、Please include the following statement regarding the authenticity of the notice in the complaint materials: "I (company) guarantee that the information described in this notice is sufficient, true, and accurate. If the content of this rights notice is not entirely true, I (company) will bear all legal responsibilities arising therefrom." Please have the Viritop User sign this document. If the Viritop User is a legally established institution or organization, please have the Viritop User affix its official seal.

⑤、请在投诉资料中加入如下关于通知内容真实性的声明："本人(公司)保证，本通知中所述信息是充分、真实、准确的，如果本权利通知内容不完全属实，本人(公司)将承担由此产生的一切法律责任。" 请 Viritop 用户签署该文件，如果 Viritop 用户是依法成立的机构或组织，请 Viritop 用户加盖公章。

⑥、Please send the above materials and contact information in writing to Viritop Platform.

⑥、请 Viritop 用户把以上资料和联络方式书面发往 Viritop 平台。

Viritop Platform owns the copyright to all materials on the platform site.

Viritop 平台拥有该平台站内所有资料的版权。

"Viritop Platform" and related graphics are registered trademarks of Viritop Platform. Without the written permission of Viritop Platform, no one may use them (including but not limited to: copying, disseminating, displaying, mirroring, uploading, downloading in illegal ways). Otherwise, Viritop Platform will pursue legal liability according to law.

"Viritop 平台"及相关图形等为 Viritop 平台的注册商标。未经 Viritop 平台书面许可，任何人不得擅自(包括但不限于：以非法的方式复制、传播、展示、镜像、上载、下载)使用。否则，Viritop 平台将依法追究法律责任。

(九)、其它

(IX). Miscellaneous

The conclusion, execution, interpretation, and dispute resolution of this agreement shall be governed by the laws of the place where the operation is located.

本协议的订立、执行和解释及争议的解决均应适用运营所在地法律。

If any dispute arises between the parties regarding the content of this Agreement or its execution, the parties shall strive to resolve it through friendly negotiation; if negotiation fails, either party may file a lawsuit with the court in the place where Viritop Platform operates.

如双方就本协议内容或其执行发生任何争议，双方应尽量友好协商解决；协商不成时，任何一方均可向 Viritop 平台运营所在地的法院提起诉讼。

Viritop Platform's failure to exercise or enforce any right or provision of this Service Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part for any reason, the remaining provisions of this Agreement shall remain valid and binding.

Viritop 平台未行使或执行本服务协议任何权利或规定，不构成对前述权利或权利之放弃。如本协议中的任何条款无论因何种原因完全或部分无效或不具有执行力，本协议的其余条款仍有效并且有约束力。

同意并承诺遵守本协议

Agree and undertake to comply with this Agreement