

# Hitno.com Terms of Use

New version - updated on March 18, 2024 and effective as of March 25, 2024

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY!

Welcome to [www.hitno.com](http://www.hitno.com)! These Terms of Use describe the rules governing your access to and use of the websites, mobile applications, and other online portals owned and operated by Hitno.com.

This document constitutes a legally binding agreement between you (referred to as "you" or "user") and Hitno.com (referred to as "we" or "Hitno.com").

## 1. Application and Acceptance of the Terms

1.1 By using the websites and services of Hitno.com, you agree to abide by these Terms of Use, as well as Hitno.com's Privacy Policy, Product Listing Policy, and other rules and policies published by Hitno.com. Collectively, these documents are referred to as the "Terms." Your continued use of Hitno.com's websites and services constitutes acceptance of these Terms. Please refrain from using Hitno.com's websites and services if you do not agree to any of the Terms.

1.2 You agree not to use Hitno.com's websites and services if you are not of legal age to enter into a binding contract with Hitno.com or if you are prohibited from entering into such contracts under the laws of Singapore or any other country/region where you reside or access Hitno.com's services.

1.3 Hitno.com reserves the right to modify these Terms at any time by posting revised Terms on its websites. Your continued use of Hitno.com's websites and services after the publication of revised Terms constitutes acceptance of those changes.

1.4 If Hitno.com provides a translation of these Terms from the English version, you agree that such translation is provided for convenience only and that the English version shall govern your use of Hitno.com's websites and services.

1.5 Some services may require a separate agreement between you and Hitno.com or its affiliates. In the event of a conflict between these Terms and any additional

agreement, the additional agreement shall prevail with respect to the relevant service.

1.6 These Terms may only be amended in writing by an authorized representative of Hitno.com.

## 2. Provision of Services

2.1. If you are registered on any of the websites and are located outside mainland China, the United States of America, or the respective jurisdictions (as defined below), your contract is with the company HITNO MARKETPLACE PTE. LTD. (registered in Singapore under company number 202406813D). Since some or all services may be supported and provided by affiliated companies of Hitno.com, Hitno.com may delegate some of the services to its affiliated companies. Notwithstanding any contradictions in the preceding provisions of this section,

2.2. Some services require registration as a participant on the websites. Additionally, Hitno.com reserves the right, without prior notice, to restrict access to certain services or the use of certain services (or any features within the services) for paying users or under other conditions that Hitno.com may establish at its discretion.

2.3. Services (or any features within the services) may vary in different regions and countries. No guarantees or representations are made that a particular service, feature, or its scope will be available to users. Hitno.com may, at its discretion, limit, refuse, or create different levels of access and use of services (or any features within the services) for different users.

2.4. Hitno.com reserves the right to launch, modify, improve, set conditions, suspend, or terminate any services (or any features within the services) without prior notice, except in cases where changes significantly adversely affect the ability of paying users to enjoy this service. Regarding users from the respective jurisdictions of Hitno.com, Hitno.com reserves the right to launch, modify, improve, set conditions, suspend, or terminate any services (or any features within the services) without prior notice, except in cases where changes do not significantly adversely affect the ability of paying users to enjoy this service.

2.5. Some services (or their parts) may be provided by affiliated companies of Hitno.com on behalf of Hitno.com.

2.6. Advertising services provided by Hitno.com under the terms of this document include:

1. Top ranking and sponsored listing;
2. Services that promote, support, directly or indirectly, the user's business, user's brand, product, store, logo, trademark, service mark, user content (as defined in section 3.7 of the Terms), and/or derivative works using user content on software, applications, tools, browser extensions, and/or platforms operated and/or controlled by Hitno.com ("Hitno Channels") and/or on software, applications, channels, platforms, websites, and/or any other forms of media operated and/or controlled by third parties ("Third-party Channels"); and
3. Any other services that may be announced by Hitno.com from time to time. Hitno.com reserves the right, at its discretion, to determine whether advertising services or their part will be available to you.

### 3. Users in General

3.1 When using the Sites or Services, you agree to comply with all applicable laws and regulations.

3.2 You acknowledge that (a) you will not copy, reproduce, download, sell, or distribute any Services or Site Content, and (b) you will not use Site Content to establish a competing business with Hitno.com. Systematic extraction of Site Content without written permission from Hitno.com is prohibited. Use of Site content for unauthorized purposes is prohibited.

3.3 Users must review Hitno.com's Privacy Policy and the Privacy Policy of Chinese sellers if they are Sellers in China.

3.4 Hitno.com may provide access to third-party content through hyperlinks or APIs. Users are advised to review the terms of use of these websites.

3.5 Interference with the operation of Hitno.com's computer systems or unauthorized access to them is prohibited.

3.6 Undermining Hitno.com's feedback system by leaving unjustified feedback is prohibited.

3.7 Users grant Hitno.com a license to use the content they provide for purposes outlined in the Terms, provided such use does not infringe on third-party rights.

### 4. Member Accounts

4.1 User must be registered on the Sites to access or use some Services (a registered User is also referred to as a "Member" below). Except with Hitno.com's approval, one User may only register one member account on the Sites. Hitno.com may cancel or terminate a User's member account if Hitno.com has reasons to

suspect that the User has concurrently registered or is in control of two or more member accounts. Further, Hitno.com may reject User's application for registration for any reason.

4.2 Upon registration on the Sites, Hitno.com shall assign an account and issue a member ID and password (the latter shall be chosen by a registered User during registration) to each registered User. An account may have a web-based email account with limited storage space for the Member to send or receive emails.

4.3 A set of Member ID and password is unique to a single account. Each Member shall be solely responsible for maintaining the confidentiality and security of their Member ID and password and for all use of and activities that occur under their account (whether such use or activities are authorized or not). No Member may share, assign, or permit the use of their Member account, ID or password by another person, even to other individuals within the Member's own business entity (where applicable). Member agrees to notify Hitno.com immediately if they become aware of any unauthorized use of their password or their account or any other breach of security of their account.

4.4 Member agrees that all use of the Sites and Services, and all activities that occur under their account (including without limitation, posting any company or product information, clicking to accept any Additional Agreements or rules, subscribing to or making any payment for any services, sending emails using the email account or sending SMS) will be deemed to have been authorized by the Member.

4.5 Member acknowledges that sharing their account with other persons, or allowing multiple users outside of their business entity to use their account (collectively, "multiple use"), may cause irreparable harm to Hitno.com or other Users of the Sites. Member shall indemnify Hitno.com, our affiliates, directors, employees, agents and representatives against any loss or damages (including but not limited to loss of profits) suffered as a result of the multiple use of their account. Member also agrees that in case of the multiple use of their account or Member's failure to maintain the security of their account, Hitno.com shall not be liable for any loss or damages arising from such a breach and shall have the right to suspend or terminate Member's account without liability to the Member.

## 5. Member Responsibilities

5.1 Each participant acknowledges and agrees that:

- (a) they have the authority to accept the Terms, grant licenses, and authorize and fulfill their obligations under them;
- (b) access to the Sites and Services will be solely for commercial purposes;
- (c) if the participant is a legal entity, the address provided at registration is the principal place of business of that legal entity. Branches or representative offices are not considered separate legal entities, and the principal place of business is considered to be the location of the head organization.

5.2 To access any Service or participant account, it is necessary to provide information about the organization, business, or products/services as part of the registration process on the Sites. Each participant guarantees that the provided information is true, accurate, current, and complete, both at the time of registration and subsequently during the use of the Sites and Service. The participant also undertakes to maintain and promptly update this information.

5.3 By becoming a participant, you agree to include your contact information in our database and grant Hitno.com and our affiliated companies the authority to access this information for its use, sharing with other users, or in accordance with the Privacy Policy.

5.4 Each participant guarantees:

- (a) obtaining all necessary licenses and permissions from third parties regarding the User Content provided by them;
- (b) that the User Content does not infringe the rights of third parties;
- (c) that the participant or their related parties are not subject to sanctions and are not associated with counterfeit or pirated products on the Internet.

5.5 User Content provided by the participant must:

- (a) be true, accurate, complete, and lawful;
- (b) not contain false, misleading, or deceptive information;
- (c) not violate any rules or laws;
- (d) not contain discriminatory or defamatory information.

5.6 Each participant undertakes to:

- (a) act in accordance with laws and regulations;
- (b) comply with the terms of the Terms and Additional Agreements;

- (c) refrain from engaging in fraud, spam, or phishing;
- (d) not harm the Hitno.com platform or its users.

5.7 The user is not entitled to use the Sites, Services, or their account to engage in activities that are identical or similar to the electronic commerce business of Hitno.com.

5.8 When specifying a commercial referee, the user confirms, warrants, and agrees that they have obtained all necessary consents, approvals, and agreements from such referee for (a) acting as your commercial referee; (b) posting and publishing their contact information and information, recommendation letters, and comments on their behalf; and (c) third parties may contact such commercial referees to confirm statements or claims made about you. Additionally, the user guarantees and agrees that all recommendation letters and comments are truthful and accurate, and third parties may contact commercial referees without obtaining additional consent.

5.9 The user agrees to provide all necessary information, materials, and approvals, as well as to provide all reasonable assistance and cooperation necessary for the provision of Hitno.com Services, assessment of user violations of the Terms of Use, and/or consideration of any complaints against the user. In the event of the user's failure to fulfill this obligation, Hitno.com is not obligated to extend the period of service provision and is not liable for any losses or damages arising from such delay, suspension, or termination.

5.10 The user acknowledges and agrees that Hitno.com reserves the right, but is not obligated, to actively monitor or exercise editorial control over the content of any messages, materials, or information (including user content) created, received, or available through the Services or Sites. Hitno.com does not endorse, verify, or certify the content of any comments or other materials or information (including user content) created, submitted, posted, displayed, or otherwise made by any user. Each user is solely responsible for the content of their communications and may be legally liable for the content of their comments or other materials or information.

5.11 The user acknowledges and agrees that each user is solely responsible for complying with applicable laws and regulations in relevant jurisdictions to ensure that all access and use of the Site and Services comply with them.

5.12 Each user confirms, warrants, and agrees that:

- a) they and their affiliates will comply with applicable laws and regulations in carrying out their business;

- b) they and their affiliates are not subject to any trade restrictions, sanctions, or other legal restrictions imposed or proposed by any country, international organization, or jurisdiction;
- c) they and their affiliates do not offer products or services that could violate international trade restrictions, sanctions, or other legal restrictions by any Relevant Subjects;
- d) neither they nor any of their parent companies or affiliates are dealing with or providing any means, goods, or services to Relevant Subjects;
- e) they will always comply with all applicable export control laws and sanctions when using the Services;
- f) if they and their affiliates are sellers of products requiring warnings under Health and Safety Code, they will comply with the relevant laws and display warnings if required;
- g) they and their affiliates are responsible for ensuring the compliance of their products with the laws and regulations of the destination country/region and international conventions;
- h) in the event they fail to fulfill any of the above requirements, they must cease using the Services. If Hitno.com reasonably believes that a user's behavior violates or threatens to violate applicable laws and regulations, Hitno.com may, at its discretion, take action it deems appropriate under the circumstances, including but not limited to, ceasing to provide services to the user, closing relevant purchase orders, and terminating user accounts, while preserving any rights it may have regarding any unfulfilled actions or behavior of its users.

## 6. Violations by Participants

6.1 Hitno.com reserves the right at its sole discretion to remove, modify, or reject any User Content (in whole or in part) that you provide, post, or display on the Sites if we reasonably believe that it:

- violates applicable laws and regulations,
- violates the terms of this document,
- may result in liability for Hitno.com or our affiliates,
- infringes the rights of third parties,
- may harm the interests of our participants, third parties, or Hitno.com or our affiliates, or
- is otherwise deemed unacceptable at the discretion of Hitno.com.

6.2 If any participant violates any Terms or if Hitno.com has reasonable grounds to believe that a participant is violating any Terms, Hitno.com has the right to take such disciplinary measures as it deems appropriate, including but not limited to:

- suspension or termination of a participant's account and all accounts that Hitno.com determines in its sole discretion to be related to such account, without any liability for any losses or damages arising from such suspension or termination;
- restriction, reduction, suspension, or termination of subscription, access, or current or future use of any Service;
- deletion of any product listings or other User Content provided, posted, or displayed by the participant, or imposition of restrictions on the number of product listings or User Content that a participant may post or display;
- imposition of other restrictions on the participant's use of any features or functions of any Service, as Hitno.com may deem appropriate in its discretion, and
- any other corrective measures, disciplinary actions, or penalties as Hitno.com may deem necessary or appropriate in its discretion.

6.3 Without limiting the generality of the provisions of the Terms, a participant shall be considered in violation of the Terms in any of the following cases:

- a) upon complaint or demand from any third party, Hitno.com has reasonable grounds to believe that such participant has intentionally or materially breached its contract with such third party, including but not limited to, a case where a participant providing products or services using the Sites and Services failed to deliver any ordered goods to such third party after receiving the purchase price, or when the goods delivered by such participant substantially do not conform to the terms and descriptions stated in its contract with such third party;
- b) Hitno.com has reasonable grounds to suspect that such participant has used a stolen credit card or other false or misleading information in any transaction with a counterparty;
- c) Hitno.com has reasonable grounds to suspect that any information provided by the participant is not current or complete or is untrue, inaccurate, or misleading, or
- d) Hitno.com believes that the participant's actions may cause financial damage or legal liability to Hitno.com or our affiliates or any other users.

6.4 Hitno.com reserves the right to fully cooperate with government or regulatory authorities, law enforcement agencies, private investigators, and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing. Additionally, to the extent permitted by applicable laws and policies, Hitno.com may disclose the identity of a participant, contact information, and/or account information of a participant, transactions, or actions conducted on or through the Site if required by a government, regulatory, or law enforcement agency or injured



third party, or as a result of a subpoena or other legal action. Hitno.com shall not be liable for any damage or consequences arising from such disclosure, and the participant agrees not to make any claims or claims against Hitno.com in connection with such disclosure.

6.5 Hitno.com may at any time and in its sole discretion impose restrictions, suspend, or terminate a participant's use of any Service or Sites without liability to the participant if Hitno.com has been notified that the participant has violated any agreement or obligation with any affiliated entity of Hitno.com, including but not limited to Aliexpress, Alipay, and such violation includes or is reasonably suspected to include dishonest or fraudulent actions. Hitno.com reserves the right, but is not obligated, to investigate such violation or request confirmation from the participant.

6.6 EACH PARTICIPANT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS HITNO AND ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM ANY CLAIMS, LOSSES, DAMAGES, ACTIONS, OR LIABILITY OF ANY KIND (INCLUDING LEGAL EXPENSES AND COSTS) ARISING OUT OF OR IN CONNECTION WITH ACTUAL OR ALLEGED BREACHES OF THE TERMS. HITNO RESERVES THE RIGHT TO SELECT LEGAL COUNSEL AND CONTROL THE DEFENSE AND SETTLEMENT OF ANY SUCH MATTER IN ITS DISCRETION.

6.7 Each participant further agrees that Hitno.com shall not be liable to you or anyone else for any User Content or other material transmitted through the Sites or Services, including fraudulent, false, misleading, inaccurate, defamatory, offensive, or illegal material, and that the risk of damage from such User Content or other material lies entirely with the participant. Hitno.com reserves the right, at its own expense, to undertake the exclusive defense and control of any matter otherwise subject to indemnification by the participant, in which event the participant agrees to cooperate with Hitno.com in asserting any available defenses.

## 7. Transactions between Buyers and Sellers

7.1 Hitno.com provides electronic web platforms facilitating information exchange and transactions between buyers and sellers of goods and services. We also provide tools for placing, managing, and fulfilling orders, acting in accordance with the terms of the Trading Services Agreement. However, we are neither sellers nor buyers in specific transactions. Hitno.com does not control the quality, safety, legality, or availability of goods or services provided on the platform.

7.2 We are aware of the potential risks of dealing with individuals providing false information. While we take measures to verify user data, we cannot guarantee the

absolute accuracy of the information provided. Therefore, we recommend users to employ additional verification methods and common sense when engaging in transactions.

7.3 Buyers and sellers should be aware of all risks associated with conducting transactions on the platform. This includes potential cases of misrepresented goods, fraudulent schemes, delivery delays, and other unforeseen circumstances. Hitno.com is not liable for any losses or damages arising from these risks.

7.4 Buyers and sellers are responsible for establishing and complying with the terms of transactions, including payment, returns, warranty obligations, and others. We reserve the right to suspend or terminate a user's account if they fail to comply with our requirements without any liability for potential losses.

7.5 Users agree to provide all necessary information related to transactions on the platform. Hitno.com reserves the right to request additional materials and information to ensure the security and legality of transactions.

7.6 In case of disputes with other transaction participants, users agree to release and indemnify Hitno.com from any claims and losses associated with these disputes.

## 8. USAGE RESTRICTIONS

### RESTRICTION ON USAGE FOR U.S. CITIZENS

1. USERS WHO ARE CITIZENS OF THE UNITED STATES OF AMERICA (USA) ARE TEMPORARILY PROHIBITED FROM USING THE SERVICES OF OUR E-COMMERCE PLATFORM UNTIL NOTIFIED OTHERWISE. THIS RESTRICTION IS BASED ON THE COMPLEXITY AND STRICTNESS OF AMERICAN LEGISLATION IN THE FIELD OF E-COMMERCE, REQUIRING ADDITIONAL EFFORTS AND RESOURCES TO ENSURE COMPLIANCE. THE COMPANY "HITNO.COM" APOLOGIZES FOR ANY INCONVENIENCE CAUSED BY THIS RESTRICTION AND CALLS FOR UNDERSTANDING FROM USERS.

## 9. LIABILITY LIMITATION

9.1 SERVICES PROVIDED THROUGH THE HITNO.COM WEBSITES ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS." HITNO.COM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO

WARRANTIES OF MERCHANTABILITY, QUALITY, DURABILITY, EFFECTIVENESS, ACCURACY, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, AND OBLIGATIONS ARE EXCLUDED.

9.2 HITNO.COM MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE REASONABLENESS, ACCURACY, CORRECTNESS, RELIABILITY, QUALITY, STABILITY, COMPLETENESS, OR TIMELINESS OF ANY INFORMATION PROVIDED ON OR THROUGH THE WEBSITES. HITNO.COM ALSO DOES NOT GUARANTEE THAT THE PRODUCTION, IMPORT, EXPORT, DISTRIBUTION, OFFER, DISPLAY, SALE, OR USE OF GOODS OR SERVICES OFFERED ON THE WEBSITES DOES NOT INFRINGE THE RIGHTS OF THIRD PARTIES. HITNO.COM MAKES NO WARRANTIES REGARDING THE OWNERSHIP OF GOODS OR SERVICES OFFERED ON THE WEBSITES.

9.3 Each user is solely responsible for any damage to their own or Hitno.com's computer system(s) that may result from downloading or otherwise obtaining material through the websites or services. No advice or information obtained from Hitno.com or through the websites creates any warranties not expressly stated herein.

9.4 Services or products provided by independent third parties may be available on the websites. Hitno.com and its affiliates are not responsible for such services or products, and no warranties or representations are made regarding their quality or accuracy.

9.5. Each user agrees to indemnify and defend Hitno.com, our affiliates, directors, and employees from any and all losses, demands, and liabilities, including legal expenses on a full indemnity basis, that may arise in connection with the user's access or use of the sites or services (including, but not limited to, the submission, posting, or display of user information and content on the sites, Hitno.com channels, or third-party channels within the service), or due to any breach by the user of any representations, warranties, and terms set forth herein in the User Agreement. Each user further agrees to indemnify and defend Hitno.com, our affiliates, directors, and employees from any and all losses, damages, demands, and liabilities, including legal expenses on a full indemnity basis, that may arise from any breach by the user of any representations and warranties made by the user to Hitno.com, including, but not limited to, those set forth in clause 5 of this document.

9.6. Each user additionally agrees to indemnify and hold harmless Hitno.com, our affiliates, directors, and employees from any and all losses, damages, demands, and liabilities, including legal expenses on a full indemnity basis, that may arise, directly or indirectly, from any claims made by third parties, rights of third parties, or other

third parties relating to user content, information, and/or products offered or displayed on the sites. Each user also agrees that Hitno.com shall not be liable to the user for any material posted by others, including defamatory, offensive, or unlawful material, and that the risk of damage from such material rests entirely with each user. Hitno.com reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the user, in which event the user shall cooperate with Hitno.com in asserting any available defenses.

9.7. Hitno.com shall not be liable for any special, direct, indirect, punitive, incidental, or consequential damages or any other damages, whether in contract, negligence, tort, equity, or otherwise, arising out of or in connection with the following circumstances:

- a) the use or inability to use the sites or services;
- b) any defects in goods, samples, data, information, or services purchased or obtained from a user or any other third party through the sites or services;
- c) infringement of third-party rights or claims or demands that the production, import, export, distribution, offer, display, sale, and/or use of goods or services offered or displayed on the sites or through the services may infringe or may be claimed to infringe the rights of third parties; or claims by any party that they have rights to defense or to indemnity in relation to assertions of rights, demands, or claims by third party rights;
- d) unauthorized access by third parties to data or personal information of any user;
- e) statements or actions of any user of the sites or services; or
- f) any other matters relating to the sites or services, regardless of their nature, including negligence.

9.8. Notwithstanding any of the foregoing provisions, the aggregate liability of Hitno.com, our employees, agents, affiliates, representatives, or anyone acting on our behalf with respect to each user for all claims arising from the access to the sites or use of the services in any calendar year shall be limited to the greater of the amount of fees paid by the user to Hitno.com for access to the site or use of the service during the calendar year, and the maximum amount permitted under applicable law. The foregoing limitation of liability shall not deprive the user of the right to prove actual damages. All claims arising from the use of the sites or services must be filed within one (1) year from the date the cause of action arose or within such longer period as required by applicable law governing the terms.

9.9. The limitations and exclusions of liability to users under the terms shall apply to the maximum extent permitted by law and shall apply regardless of whether Hitno.com has been advised of the possibility of such damages.

## 10. Force Majeure

Hitno.com shall not be liable for or required to pay compensation of any nature whatsoever for any loss arising from the unavailability, inconvenience, or failures of the services or systems due to the following reasons:

- (i) System shut-down for maintenance;
- (ii) Inability to transmit data due to failures in communications terminals or telecommunications equipment;
- (iii) Systems failure and inability to perform its functions due to force majeure events including but not limited to typhoons, earthquakes, tsunamis, floods, power failure, fires, storms, war, political unrest, labour strikes, shortage of labor or materials, riots, insurrections, civil disturbances, terrorist attacks, explosions, acts of God, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties; or
- (iv) Suspension or delay of services or systems failure due to reasons beyond the reasonable control of Hitno.com such as hacker or cyber attacks, technical adjustments or failure of the telecommunications department, website upgrades, third party problems or any suspension or disruption of transportation or business operation (including but not limited to delays or disruption of the resumption of work or operation ordered by any government agency) in the event of a national or regional spread of epidemic or pandemic.

This also includes national or regional spread of epidemics or pandemics, which may cause suspension or disruption of transportation or business operations.

## 11. Intellectual Property Rights

11.1 Hitno.com is the sole owner or lawful licensee of all the rights and interests on our websites and all their content. Our websites and the content therein contain trade secrets and other intellectual property rights protected by worldwide copyright and other laws. All property and intellectual property rights on our websites and their content belong to Hitno.com, our affiliated companies, or licensors in each particular case. All rights not otherwise claimed in these Terms or by Hitno.com remain with us.

11.2 "HITNO" and related icons and logos are registered trademarks or service marks in the relevant jurisdictions. In various countries, "HITNO" and related icons and logos are registered trademarks or service marks of Hitno marketplace D.O.O. They are protected by applicable copyright, trademark, and other proprietary rights laws.

Unauthorized copying, modification, use, or publication of these marks is strictly prohibited.

11.3 Hitno.com may engage independent third parties to provide services on our websites or services. You may not use any trademarks, service marks, or logos of such independent third parties without prior written consent from them.

11.4 In accordance with applicable law, all rights, ownership, and interest in all derivative works created by Hitno.com and/or its affiliated companies using user content in accordance with these Terms belong to Hitno.com and may be freely assigned, licensed, or transferred to any third party or its affiliated companies.

## 12. Notifications

12.1 All legal notices or demands to Hitno.com (except Hitno marketplace D.O.O.) must be made in writing and sent to Hitno.com personally, by courier, or registered mail to the following address: HITNO MARKETPLACE PTE. LTD.68 Circular Road, #02-01, Singapore, 049422.

12.2 All legal notices or demands to the User shall be deemed effective if delivered personally, sent by courier, registered mail, fax, or email to the last known address of correspondence, fax, or email provided by the User to Hitno.com, or if such notice is posted in a publicly accessible free area of the Websites. Notification to the User shall be deemed received when:

- a) Hitno.com can prove that communication, whether in physical or electronic form, was sent to such User, or
- b) immediately after Hitno.com posts such notice in a publicly accessible free area of the Websites.

12.3 You agree that all agreements, notices, demands, disclosures, and other communications that Hitno.com sends to you electronically satisfy any legal requirement that such communication be in writing.

## 13. General Provisions

13.1 Except for any additional agreements, these Terms constitute a complete agreement between you and Hitno.com regarding your use of the Sites and Services, superseding any prior written or oral agreements on the same subject matter.

13.2 Hitno.com and you act as independent parties, and no agency, partnership, joint venture, employer-employee relationship, or franchise-franchisee relationship is intended or created based on these Terms.

13.3 If any provision of these Terms is found to be invalid or unenforceable, such provision will be removed, and the remaining provisions will remain valid and enforceable.

13.4 Headings are provided for convenience only and do not define, limit, construe, or describe the scope or extent of such provision in any way.

13.5 Failure of Hitno.com to enforce any right or failure to take action regarding any breach by you under these Terms shall not constitute a waiver of such right or Hitno.com's right to act with respect to subsequent or similar breaches.

13.6 Hitno.com has the right to assign these Terms (including all of its rights, titles, benefits, interests, obligations, and duties under these Terms) to any person or entity (including any affiliates of Hitno.com). You may not assign these Terms, either wholly or partially, to any person or entity.

13.7 This agreement is governed by the laws of the Special Administrative Region of Hong Kong ("Hong Kong") without regard to its conflict of law provisions; and the parties to this agreement submit to the exclusive jurisdiction of the courts of Hong Kong, except as otherwise provided by applicable law.

13.8 If you have any comments on the Services we provide to you, you may contact our customer support service to provide such feedback or questions.