
SF Certified International Shipping Customer Agreement V1.0

SF Certified International Shipping (further referred as “SF CIS”) is a service provided by S.F. Express Co., Ltd. (further referred as “SF”) to our cross-border e-commerce merchant customers. This SF Certified International Shipping Customer Agreement (the “User Agreement”) shall be signed by both the customer and SF.

1. Statement and commitment

1-1 You agree with the SF CIS philosophy of “service creates value”, you are committed to improve customers’ online shopping experience and you are willing to provide quality services to customers with SF.

1-2 You acknowledge that you have fully read, understood and accepted the entire content of this User Agreement before the application of the SF CIS service or before your use of the SF CIS service in a manner permitted by SF. Once you use the SF CIS service, you agree to comply with all the terms and conditions of this Agreement.

1-3 **You agree that SF reserves all rights to unilateral changes or revisions to the User Agreement, which can be announced via the SF official website or any other channel at any time, provided that SF provides customers with at least 14 days prior notice before changes are to be implemented. If you continue to use SF CIS after the changes or revisions, it means that you have read and understand the revised agreement and accept that you will follow the new agreement. If you do not agree with the revised agreement, you will terminate the User Agreement and stop using SF CIS immediately.**

1-4 You warrant that you are duly qualified or authorized to enter into this User Agreement.

1-5 You assure that before agreeing with this User Agreement and before using the SF CIS service you have already signed the credit account agreement with SF and that you will comply with the terms and conditions of it (SF Certified International Shipping User Agreement) at the same time.

2. Definition and explanation

2-1 SF Certified International Shipping is the official delivery guarantee service for cross-border e-commerce merchants. SF provides comprehensive cross-border logistics services and provides real information about the pickup location (for anti-fraud purposes) to the e-commerce merchant that uses SF CIS.

2-2 Rights protection

In the effective period of the SF CIS service, e-commerce merchants who applied for and received approval for SF CIS may receive different services and support from SF, compare to those who do not use SF CIS. The specific form of services and support can be adjusted irregularly and the final interpretation rights are owned by SF.

2-3 E-commerce merchants: the applicant for SF CIS is to be a duly existing company or organization which is engaged in the e-commerce business, including but not limited to e-commerce businesses that are operating on an e-commerce platform and/or a self-owned platform.

3. Basic rights of SF Certified International Shipping

3-1 Authorized e-commerce merchants may use the official logo for “SF Certified International Shipping” and may post relevant promotional materials on social media platforms for branding purposes.

3-2 To improve the e-commerce merchant’s online customer shopping experience, SF will provide high quality logistics services throughout the entire delivery process and display information for the shipment pick-up location for anti-fraud purposes.

3-3 E-commerce merchants have priority use of SF promotional resources, including but not limited to “SF Certified International Shipping” special promotions, events, and any other forms of promotion.

3-4 **The rights and value added services related to the basic rights of SF CIS may adjust. All rights are subject to policy of that time. Reasonable prior notice shall be provided in case of any change, so that merchants have enough time to take action or communicate with customers.**

4 SF Certified International Shipping extended rights

As e-commerce merchants expand their business, there may be a need for more high quality service and support. SF will fully support e-commerce merchants’ development in the future, through further cooperation; merchants can extend rights through professional guidance and assistance from SF’s sales and marketing professionals.

5 SF Certified International Shipping – obligations of the e-commerce merchant

5-1 The e-commerce merchant needs to clearly identify the type of service that SF CIS provides to accurately convey the relevant information to customers. The goal is to reduce the risk of negative evaluation and feelings towards both SF and the e-commerce merchant caused by the differences in expected service quality and actual service quality.

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- 5-2 During daily business, the e-commerce merchant should make a commercially reasonable effort to help enhance the reputation of SF's products and services.
- 5-3 E-commerce merchants should make a commercially reasonable effort to cooperate with SF's unified marketing promotions and coordinate with other SF CIS e-commerce merchants.
- 5-4 E-commerce merchants should make a commercially reasonable effort to use the unified promotional materials provided by SF and display them on the shipments and on their online stores. SF's display materials aim to unify the SF brand image with overall marketing plans; they include but are not limited to the SF CIS service logo, banner, slogan, e-mail marketing materials, and other marketing promotional materials. E-commerce merchants are also forbidden from altering the SF CIS service stamp in any way, shape, or form.
- 5-5 E-commerce merchants should make a commercially reasonable effort to promote the SF brand image and the SF CIS service in the eyes of fellow merchants and customers
- 5-6 E-commerce merchants are obligated to upload an electronic copy of a SF CIS certificate onto their online platforms, indicating that they have been authorized to use the SF CIS service and have access to relevant promotional materials.
- 6 SF Certified International Shipping service rate
- 6-1 Free of charge for below procedure: successful application for SF CIS; obtaining the qualifications through examination, promotional materials, and online materials.
- 6-2 Free of charge to participate in the SF CIS unified marketing promotional events. In case of special promotional events which require expenses, SF will inform the merchants and merchants will have the right to choose whether or not to participate.
- 6-3 The promotional materials that e-commerce merchants use for business purposes are free of charge. If there are requirements for other types of promotional materials, e-commerce merchants may discuss the requirements and cost related issues with SF.
- 6-4 The costs that may be incurred in the use of SF CIS will need to be justified by merchants' specific business needs and discussed with SF, in which case SF CIS will discuss and agree with the merchant separately.

7 Qualification requirement

- 7-1 The e-commerce merchant must be a SF credit account customer;
- 7-2 Merchants must be cross-border e-commerce merchants, regardless of business size;
- 7-3 The merchants operate B2B and/or B2C businesses;
- 7-4 The destination of shipments must be a foreign country (The destination country cannot be the same as the pickup country);
- 7-5 The products sold by the e-commerce merchant shall not be classified as hazardous material, dangerous goods, prohibited or restricted articles by International Air Transport Association, International Civil Aviation Organization, any applicable government department or other relevant organization.

8 **Decommissioning**

- 8-1 **SF will irregularly check merchants' qualifications, if merchants do not meet qualifications, SF will communicate the requirements and the issues with the specific merchants. If the merchant is unable to resolve the qualification issue, SF will have the right to stop providing the SF CIS service. If the merchant is still unable to meet the qualification in 3 months, SF is entitled to terminate serving the SF CIS service hereunder.**
- 8-2 **SF will stop providing the service after decommission. The rights of SF and the merchant stated in the User Agreement shall terminate. Please be aware of the below issues that can occur for the merchant:**
 - A. **Merchant cannot use SF CIS related intellectual property such as graphics and text;**
 - B. **After termination of the application, the same merchant cannot be accepted for reapplication for 6 months.**

9 **Restriction**

- 9-1 **In the use of the SF CIS service, the e-merchant must comply with all applicable laws and regulations. The merchant shall not use the SF CIS service for any illegal purposes (such as transportation of prohibited items) or use the SF CIS service in any illegal manner.**

9-2 The merchant shall not use the SF CIS service to infringe upon the rights and interests of others, otherwise SF has the right to refuse the SF CIS service and the merchant would bear all legal responsibilities. When damages to the interests of SF occur, the merchant should bear the relevant liabilities.

9-3 The merchant understands and agrees that SF shall not be liable for any damages including but not limited to profits, decline in reputation, usage or other intangible losses:

1. SF reserves the right to make the unilateral decision to suspend, restrict or terminate any SF CIS related services due to including but not limited to violation of the express provision and spirit of this User Agreement in SF's opinion.
2. The merchant understands and agrees that SF shall have the right to restrict or suspend the rights and interests enjoyed by the merchant and notify the merchant by mail, telephone or other form of communication. The merchant should timely pay attention to :
 - 1) If anything is in accordance with the terms and conditions of this Agreement;
 - 2) If anything is in accordance to the relevant laws and regulations and legal provisions;
 - 3) If anything is in accordance to the requirements of the competent authorities;
 - 4) If your use of the intellectual property related to the SF and the Service is beyond this Agreement;
 - 5) If SF determines that something might be risky, based on reasonable judgment.

9-4 The merchant may terminate this User Agreement at any time with or without cause. After terminating the SF CIS service, the parties shall still be responsible for any breach or liability for damages to other parties incurred before the termination.

10 Protection of trademark and intellectual property

10-1 All contents related to one party's website or social medial such as official websites, online and printed materials and other media resources, including but not limited to

writing, pictures, archives, information and materials and data are owned by such party in accordance with the applicable law.

10-2 The contents of the relevant intellectual property rights of either party involved in the SF CIS service under this User Agreement shall not be used by any person without the prior written consent of the owning party. Any person shall not use, modify, reproduce, publicly disseminate, alter, distribute, issue or publicly publish relevant content in performing this User Agreement.

10-3 Any person who violates the intellectual property rights of either party shall have to bear the responsibility.

11 Application and jurisdiction of the law

The validity, explanation, alteration, execution and dispute resolution of this User Agreement shall be governed by the law of PRC.