



## Terms of Service

Welcome and thank you for choosing Vitaxel Hotels Group Inc.(the "VHG"). The following terms and conditions of service (these "Terms of Service") apply to all customers and users of the VHG's services. You should read these Terms of Service carefully to have a clear understanding of the Terms of Service. By using any of the services, functions, or features offered from time to time (collectively or individually, the "Services"), the customer (referred to herein as "you" or "your") agrees to these Terms of Service.

### 1. Terms of Service and Execution

The content of this Terms of Service includes main body of this Terms of Service and various rules that have been posted or may be posted from time to time by VHG. All these terms shall be an integral part of this Terms of Service and shall have the same legal effect as the main body of this Terms of Service. Unless otherwise expressly provided, any service provided by VHG and its affiliates (hereinafter referred as "VHG Service") shall be bound by this Terms of Service.

You agreed to carefully read through and understand this Terms of Service before using any VHG Service. You may consult VHG if you have any question regarding this Terms of Service. This term of Service will take effect so long as you are using services provided by VHG.

You shall not claim to void or rescind this Terms of Service on the ground that you did not read this Terms of Service or you did not receive any respond from VHG to your consultation. You hereby promise to accept and observe this Terms of Service. If you do not agree to this Terms of Service, you shall immediately stop registration/activation or stop using any of VHG Service.

VHG reserved the rights to make or amend this Terms of Service and various rules from time to time as needed, and announce the same on the website, without any individual notice to you. The amended Terms of Service and rules shall come into effect immediately and automatically upon being updated on the website. If you do not agree to the relevant amendment, you shall immediately stop using VHG Service. If you continue using VHG Service, you shall be deemed as having accepted the amended Terms of Service and rules.

### 2. Registration and Account Eligibility of Registrants

You hereby confirm that you are an individual, legal person or other organization with full capacity for civil rights and civil conducts when you complete the registration or while using VHG Services in any other way allowed by VHG. If you do not have the said capacity, you and your guardian shall undertake all the consequences resulted therefrom, and VHG shall have the right to cancel or permanently freeze your account and claims against you and your guardian for compensation.

#### Registration and Account

You shall be bound by this Terms of Service once you have filled in information, read and agreed to this Terms of Service and completed the registration process following the instructions on the registration page or you have filled information, read and agreed to this Terms of Service and completed the activation process following the instructions on the activation page, or upon any use of VHG Service in a way permitted by VHG. You may log in VHG with your email address that you have provided or confirmed or any other means permitted by VHG.

Upon first time signing in you must complete your profile by providing your real name, ID type, ID number and other information required by the laws and regulations. If any information you have provided during the registration is inaccurate, VHG is not responsibility of any loss, direct or indirect, and adverse consequence resulted therefrom will be borne by you. VHG accounts can only be used by the person whose name they are registered under. VHG reserves the right to suspend, freeze, or cancel accounts that are used by persons other than the persons whose names the accounts are registered under. VHG will also not take legal responsibility for these accounts.

## **User's Information**

During the registration or activation, you shall accurately provide and timely update your information by following the instructions on the relevant page according to the laws and regulations to make it truthful, timely, complete and accurate. If there is any reasonable doubt that any information provided by you is wrong, untruthful, outdated or incomplete, VHG shall have the right to send you a notice to make enquiry and demand corrections, remove relevant information directly and terminate all or part of VHG Service to you.

VHG is not responsible for any loss, direct or indirect, and adverse consequence resulted therefrom will be borne by you. You shall accurately fill in and timely update your email address, telephone number, contact address, postal code and other contact information so that VHG or any other user will be able to effectively contact you. You shall be solely and fully responsible for any loss or extra expenses incurred during the use of VHG Service by you if you cannot be contacted through this contact information. You hereby acknowledge and agree that you have the obligation to keep your contact information effective and to take actions as required by VHG if there is any change or update.

## **Account Security**

You are advised and is highly recommended to complete the email verification, 2 factor authentication, phone number verification and profile to secure your account. You shall be solely responsible for the safekeeping of your VHG account and password on your own, and you shall be responsible for all activities under your log-in email, VHG account and password (including but not limited to information disclosure, information posting, consent to or submission of various rules and Terms of Services by clicking on the website, online renewal of Terms of Service or online purchase of services, etc.).

You hereby agree that:

1. you will notify VHG immediately if you are aware of any unauthorized use of your VHG account and password by any person or any other violations to the security rules;
2. you will strictly observe the security, authentication, dealing, charging, withdrawal mechanism or procedures of the website/service; and
3. you will log out the website by taking proper steps at the end of every visit.

VHG shall not and will not be responsible for any loss caused by your failure to comply with this provision.

You understand that VHG needs reasonable time to take actions upon your request, and VHG will not undertake any responsibility for the consequences (including but not limited to any of your loss) that have occurred prior to such actions.

## **3. VHG Service**

Through VHG Service and other services provided by VHG and its affiliates, members may post deal information, access to the pricing and dealing information of a deal and carry out the deal, participate in activities organized by VHG and enjoy other information services and technical services.

If you have any dispute with other members arising from any transaction on VHG, once such dispute is submitted by one or both of you and the other member to VHG for dispute resolution, VHG shall have the right to make decision at its sole discretion.

You hereby acknowledge and accept the discretion and decision of VHG. You acknowledge and agree that, VHG may, on requests from governmental authorities (including judicial and administrative departments), provide user information provided by you to VHG, transaction records and any other necessary information. If you allegedly infringe upon any other's intellectual rights or other legitimate interests, VHG may provide the necessary ID information of you to the interest holder if VHG preliminarily decides that the infringement exists.

All the applicable taxes and all the expenses in relation to hardware, software, service and etc. arising during your use of the VHG Service shall be solely borne by you. By using this service, you accept that all trade executions are final and irreversible. By using this service, you accept that VHG reserves the right to liquidate any trades at any time regardless of the profit or loss position.

#### **4. User's Guide of VHG Service**

You hereby promise to observe the following covenants during your use of VHG Service on VHG: All the activities that you carry out during the use of VHG Service will be in compliance with the requirements of laws, regulations, regulatory documents and various rules of VHG, will not be in violation of public interests, public ethnics or other's legitimate interests, will not constitute evasion of payable taxes or fees and will not violate this Terms of Service or relevant rules.

If you violate the foregoing promises and thereby cause any legal consequence, you shall independently undertake all of the legal liabilities in your own name and hold VHG harmless from any loss resulted from such violation. During any transaction with other members, you will be in good faith, will not take any acts of unfair competition, will not disturb the normal order of online transactions, and will not engage in any acts unrelated to online transactions.

You will not use any data on VHG for commercial purposes, including but not limited to using any data displayed on VHG through copy, dissemination or any other means without prior written consent of VHG. You will not use any device, software or subroutine to intervene or attempt to intervene the normal operation of VHG or any ongoing transaction or activities on VHG. You will not adopt any action that will induce unreasonable size of data loading on the network equipment of VHG.

You acknowledge and agree: VHG shall have the right to unilaterally determine whether you have violated any of the covenants above and, according to such unilateral determination, apply relevant rules and take actions thereunder or terminate services to you, without your consent or prior notice to you. As required to maintain the order and security of transactions on VHG, VHG shall have the right to close relevant orders and take other actions in case of any malicious sale or purchase or any other events disturbing the normal order of transaction of the market.

If your violation or infringement has been held by any effective legal documents issued by judicial or administrative authorities, or VHG determines at its sole discretion that it is likely that you have violated the terms of this Terms of Service or the rules or the laws and regulations, VHG shall have the right to publish on VHG such alleged violations and the actions that having been taken against you by VHG.

As to any information you may have published on VHG that allegedly violates or infringes upon the law, other's legitimate interests or this Terms of Service or the rules, VHG shall have the right to delete such information without any notice to you and impose punishments according to the rules. As to any act you may have carried out on VHG, including those you have not carried out on VHG but have had impacts on VHG and its users, VHG shall have the right to unilaterally determine its nature and whether it constitutes violation of this Terms of Service or any rules, and impose punishments accordingly.

You shall keep all the evidence related to your acts on your own and shall undertake all the adverse consequences resulted from your failure to discharge your burden of proof. If your alleged violation to your promises causes any losses to any third party, you shall solely undertake all the legal liabilities in your own name and hold VHG harmless from any loss or extra expenses.

If, due to any alleged violation by you to the laws or this Terms of Service, VHG incurs any losses, is claimed by any third party for compensation or suffers any punishment imposed by any administrative authorities, you shall indemnify VHG against any losses and expense caused thereby, including reasonable attorney's fee.

#### **5. Scope and Limitation of Liability**

VHG will provide VHG Service at an "as is" and "commercially available" condition. VHG disclaims any express or implied warranty with regards to VHG Service, however, including but not limited to applicability, free from error or omission, continuity, accuracy, reliability or fitness for a particular purpose.

Meanwhile, VHG disclaims any promise or warranty with regards to the effectiveness, accuracy, correctness, reliability, quality, stability, completeness and timeliness of the technology and information involved by VHG Service. You are fully aware that the information on VHG is published by users on their own and may contain risks and defects.

VHG serves merely as a venue of transactions. VHG serves merely as a venue where you acquire coin related information, search for counterparties of transactions and negotiate and conduct transactions, but VHG cannot control the quality, security or legality of the coin involved in any transaction, truthfulness or accuracy of the transaction information, or capacity of the parties to any transaction to perform its obligations under the transaction documents.

You shall cautiously make judgment on your own on the truthfulness, legality and effectiveness of the coin and information in question, and undertake any liabilities and losses that may be caused thereby. Unless expressly required by laws and regulations or any of the following circumstances occurs, VHG shall not have any duty to conduct preliminary review on information data, transaction activity and any other transaction related issues of all users: VHG has reasonable cause to suspect that a particular member and a particular transaction may materially violate the law or Terms of Service. VHG has reasonable cause to suspect that the activities conducted on VHG by a member may be illegal or improper.

You acknowledge and agree, VHG shall not be liable for any of your losses caused by any of the following events, including but not limited to losses of profits, goodwill, usage or data or any other intangible losses (regardless whether VHG has been advised of the possibility of such losses): use or failure to use VHG Service, unauthorized use of your account or unauthorized alteration of your data by any third parties. expenses and losses incurred from purchase or acquisition of any data or information or engagement in transaction through VHG Service, or any alternatives of the same, your misunderstanding on VHG Service, any other losses related to VHG Service which are not attributable to VHG.

In no event shall VHG be liable for any failure or delay of service resulted from regular equipment maintenance of the information network, connection error of information network, error of computers, communication or other systems, power failure, strike, labour disputes, riots, revolutions, chaos, insufficiency of production or materials, fire, flood, tornado, blast, war, governmental acts or judicial orders. You agree to indemnify and hold harmless VHG, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to out of your violation this Terms of Service.

## **6. Termination of Terms of Service**

You hereby agree that, VHG shall have the right to terminate all or part of VHG Service to you, temporarily freeze or permanently freeze (cancel) the authorizations of your account on VHG at VHG's sole discretion, without any prior notice, for whatsoever reason, and VHG shall not be liable to you; however, VHG shall have the right to keep and use the transaction data, records and other information that is related to such account. In case of any of the following events, VHG shall have the right to directly terminate this Terms of Service by cancelling your account, and shall have the right to permanently freeze (cancel) the authorizations of your account on VHG and withdraw the corresponding VHG account thereof: after VHG terminates services to you, you allegedly register or register in any other person's name as VHG user again, directly or indirectly; the main content of user's information that you have provided is untruthful, inaccurate, outdated or incomplete; when this Terms of Service (including the rules) is amended, you expressly state and notify VHG of your unwillingness to accept the amended service Terms of Service; any other circumstances where VHG deems it should terminate the services. After the account service is terminated or the authorizations of your account on VHG is permanently froze (cancelled), VHG shall not have any duty to keep or disclose to you any information in your account or forward any information you have not read or sent to you or any third party. You agree that, after the termination of Terms of Service between you and VHG, VHG shall still have the rights to: keep your user's information and all the transaction information during your use of VHG Service. Claim against you according to this Terms of Service if you have violated any laws, this Terms of Service or the rules during your use of VHG Service. After VHG suspends or terminates VHG Service to you, your transaction activities prior to such suspension or termination will be dealt with according to the following principles and you shall will take care of on your own efforts and fully undertake any disputes, losses or extra expenses caused thereby and keep VHG harmless from any losses or expenses: VHG shall have the right to delete, at the same time of suspension or termination of services, information related to any un-traded coin tokens that you have uploaded to VHG prior to the suspension or termination. If you have reached any purchase Terms of Service with any other member prior to the suspension or termination but such Terms of Service has not been actually performed, VHG shall have the right to delete information related to such purchase Terms of Service and the coins in question. If you have reached any purchase Terms of Service with any other member prior to the suspension or termination and such Terms of Service has been partially performed, VHG may elect not to delete the transaction; provided, however, VHG shall have the right to notify your counterparty of the situation at the same time of the suspension or termination.