The following Terms of Use are entered into by and between you and China Golden Bridge Group Limited ("Golden Bridge Art" or "we" or "us" or "our" or other similar pronouns) and, together with any documents incorporated herein by reference, govern your access to and use of Golden Bridge Art's website at <u>www.goldenbridge-art.com</u> and/or Golden Bridge Art's applications for mobile and tablet devices (collectively, the "Electronic Platforms").

We may change these Terms of Use from time to time, at any time without notice to you, by posting such changes on Golden Bridge Art's Websites. By accessing the Electronic Platforms, you are agreeing to these terms.

1. <u>Materials on the Electronic Platforms</u>

The materials on the Electronic Platforms are not intended for minors. The materials may include graphics or literary of nudity or content which some people may find it offensive, and may be inappropriate for minors. You should prevent minors from browsing our Electronic Platforms. If you find the materials on our Electronic Platforms offensive, please do not access our Electronic Platforms.

2. <u>Rights and Ownership to the materials on the Electronic Platforms</u>

Golden Bridge Art and other parties (as applicable) owns, solely and exclusively, all right, title and interest in and to the Electronic Platforms and all elements thereof, including: all the content (including without limitation audio, images, photographs, illustrations, text, graphics, logos, button icons, other visuals, video, copy, Trademarks, etc.), software, code, data and materials used therein or available thereon; the look and feel, design and organization of the Electronic Platforms; the compilation of the content, code, data and materials in the Electronic Platforms; and all copyrights, trademark rights, patent rights, database rights, trade secrets, moral rights and other intellectual property and proprietary rights (whether registered or unregistered in any jurisdiction) in any of the foregoing. Your use of the Electronic Platforms does not grant to you any right, title or interest in any element thereof

3. Trademarks and Copyright.

The trademarks, logos, service marks and trade names (collectively the "Trademarks") displayed on or in connection with the Electronic Platforms (or on content available on the Electronic Platforms) and all rights therein belong to Golden Bridge Art, China Golden Bridge Group Limited, our affiliates, licensors or partners, or other parties, and may not be used in any manner unless expressly authorized in writing by GB Art or the applicable Trademark owner. We strictly prohibit any unauthorized use of the trademarks displayed on the Electronic Platforms. Golden Bridge Art will take all possible legal measures to fully and vigorously protect its trademark rights, including holding the relevant parties civilly and criminally liable for such infringement.

Materials on the Electronic Platforms are protected by copyright. You are not allowed to modify, reproduce, store, transmit, copy or distribute any part of the materials, or use them for creating derivative works or in any other way for commercial or public purposes without our prior written consent. We respect the intellectual property rights of others, and require that all users of our Electronic Platforms do the same. If you believe that your intellectual property rights have been infringed on the Electronic Platforms, please

provide us with your identity, contact details and the detailed information about the infringement by sending the same to the following address:

E-mail: lahua@chinagoldenbridge.group; or info@goldenbridge-art.com Address: Level 19, Int'l Finance Centre II, No.8, Finance Street, Central, Hong Kong.

4. Limited License

Subject to the restrictions and limitations set forth in these Terms of Use, we grant you a limited license to access and use the Electronic Platforms for internal purposes of (a) accessing and viewing the content on the Electronic Platforms on your computer or other Internet compatible device, including mobile devices and tablets, (b) making single copies or prints of the content on the Electronic Platforms, and (c) placing bids or orders (as applicable) for products offered for auction or sale on the Electronic Platforms. The Electronic Platforms and the services offered on or through the Electronic Platforms, including any content, software, code, data and materials thereon, are only for your own personal, non-commercial use.

5. User Information

In the course of your use of the Electronic Platforms, you may be asked to provide certain personal information to us ("User Information") Electronic. Our information collection and use policies with respect to the privacy of such User Information are set forth in the relevant Golden Bridge Art's Privacy Policy. You acknowledge and agree that you are solely responsible for the accuracy and content of User Information, and you agree to keep it up to date.

6. <u>Transmission over the Internet</u>

Messages and transactions on the internet may be subject to interruption by third parties or other elements, transmission blackout, delayed transmission or incorrect data transmission. We are not liable for malfunctions in communications facilities beyond our control that may affect the accuracy or timeliness of messages and transactions you send. We have a right to delay acting or refuse to act on an instruction if we are aware of or suspect a breach of security or other suspicious circumstances relating to the use of the Electronic Platforms.

7. Linking to Poly HK's Electronicl Platforms

You agree that if you include a link in any other web site to the Electronic Platforms, such link shall: (i) not contain any logos, but rather should merely read "Golden Bridge Art" in plain text, (ii) open in a new browser window; and (iii) link to the full version of an HTML formatted page of this Electronic Platforms. You are not permitted to link directly to any image hosted on the Electronic Platforms or our services, such as using an "in-line" linking method to cause the image hosted by us to be displayed on another web site. You are permitted to link directly to videos hosted on the Electronic Platforms only with proper credit to Poly HK, and you may not alter the videos in any way. You agree not to download or use images hosted on the

Electronic Platforms on another website, for any purpose, including, without limitation, posting such images on another site. You agree not to link from any other web site to the Electronic Platforms in any manner such that the Electronic Platforms, or any page of the Electronic Platforms, is "framed," surrounded or obfuscated by any third party content, materials or branding. We reserve all of our rights under the law to insist that any link to the Electronic Platforms be discontinued, and to revoke your right to link to the Electronic Platforms from any other web site at any time upon written notice to you. To find out more information about our linking policies, or to seek our permission, you may write email to us. Email address: lahua@chinagoldenbridge.group or info@goldenbridge-art.com

8. Indemnification

You agree to defend, indemnify and protect Golden Bridge Art on demand, and hold Golden Bridge Art and any of its affiliates and/or related entities, and its directors, officers, employees and agents harmless from any and all claims, liabilities, costs, losses (including but not limited to consequential losses and consequential losses) and expenses, including due to your use of the Electronic Platforms or related services, the storage or transmission of any messages, content, data, software or other materials through the Electronic Platforms, or due to your fraud or deception Reasonable attorneys' fees incurred in any way for acts or omissions, or violations or violations of the law (including infringement of any intellectual property or other rights of any person or entity) or these Terms and Conditions. Golden Bridge Art reserves the right, at its own expense, to defend and control any matter for which you are liable, and you agree to cooperate with Golden Bridge Art in defending such claims in such circumstances.

9. Third Party Websites.

You may be linked from the Electronic Platforms to third-party websites, and from third-party websites to the Electronic Platforms ("Linked Sites"). Examples of linked websites include liveauctioneers.com, invaluable.com and the website or mobile application of Golden Bridge Art and China Golden Bridge Group Limited. You acknowledge and agree that we are not responsible for the information, content, products, services, advertisements, code or other materials that may be made available on or through a linked site, even if the linked site is owned or operated by our affiliates. Links to linked websites do not constitute an endorsement, recommendation or warranty by us of such websites or the information, content, products, services, advertisements, code or other materials presented on or through such websites. Your reliance on the content of any third-party website is at your own risk and assumes all responsibilities and consequences arising from such reliance. In no event shall we be directly or indirectly responsible and liable for any loss or damage that you claim to be caused by your use of or reliance on any content, products or services available on any other website. If you have any questions, you should raise them directly with the administrator or webmaster of the website.

10. Disclaimer of Warranties:

- The Electronic Platforms, including but not limited to all services, content, functionality and materials, are provided on an "as is", "as available" basis without warranty of any kind, whether expressly stated under statute, common law or otherwise or implied warranties.
- With respect to the materials, data, data processing services, normal start-up operation or uninterrupted browsing, any warranties regarding the availability, accuracy, usefulness of the contents of the materials, we hereby disclaim any and all such warranties.
- We do not warrant, represent or covenant that the Electronic Platforms or its related services, content, functionality or materials will be timely, secure, uninterrupted or error-free, or that defects have been corrected.
- We do not guarantee that the Electronic Platforms will meet user requirements.
- You have not obtained any oral or written advice, results or information from us or through the Electronic Platforms which constitutes any warranty not expressly stated herein.
- In addition, Golden Bridge Art will not be responsible for any damage or possible virus infection of your computer equipment or other property caused by accessing, using or browsing the Electronic Platforms, or by downloading any material, data, text, images, videos, sounds or software from the Electronic Platforms. Hong Kong is not responsible and does not assume any legal responsibility.
- We try to ensure that information published on Electronic Platforms is correct and up-to-date. We reserve the right to make any changes or corrections to the information provided by the Electronic Platforms at any time without prior warning. We cannot and do not warrant that any information provided by the Electronic Platforms is accurate, sufficient or complete, and we shall not be liable for any errors or omissions in any information provided by the Electronic Platforms.

11. Limitation of Liability

In no event shall Golden Bridge Art, its affiliates or any of their directors, officers, employees, agents or content or service providers (collectively, the "Protected Entities") be liable for any contractual indemnity, liability, tort (including but not limited to negligence), incidental to or arising out of any legal liability, precontractual or other representation or action arising out of any other matter, for any economic loss (including, without limitation, revenue, profit, contract, business, goodwill or loss of anticipated savings), or be responsible for any direct, indirect, special, incidental, consequential, exempt or punitive damages, even if the Protected Entity has been advised of the possibility of such damages. In no event shall the Protected Entity be liable to ro other persons on or through the Electronic Platforms. In no event shall the Protected Entity be liable to you for damages, losses and causes of action (whether in contract or in tort, including but not limited to negligence or otherwise) arising out of the Terms and Conditions or your use of the Electronic Platforms exceeding the total amount (if any) that you have paid to Golden Bridge Art in connection with the purchase of products (excluding purchases of auction items) using or through the Electronic Platforms.

12. Applicable Standards

We do not represent or warrant that the Electronic Platforms or any content, materials, information, functions or products available through the Electronic Platforms are appropriate for use in all locations. Persons who choose to access the Electronic Platforms do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

13. Miscellaneous

- The terms and conditions and your relationship with us shall be construed and governed by the laws of Hong Kong.
- You agree that any dispute that may arise under the terms and conditions shall be commenced and determined by the appropriate court in Hong Kong. You agree to submit to the exclusive jurisdiction of the courts located in Hong Kong.
- The headings used in these terms and conditions are for convenience only and should not be relied upon.
- If we fail to exercise or enforce any right or provision of the Terms and Conditions, this does not constitute a
 waiver of such right or provision. Any waiver of any of the provisions of these Terms and Conditions by Poly
 HK must be in writing and signed by an authorized representative of Poly HK with specific reference to those
 terms and conditions and the provisions to be waived.
- 14. The Chinese version of these terms and conditions shall take precedence over the English version; the English version is for reference only. Should there be any discrepancy between the English version and Chinese version, the Chinese version shall prevail.