

NETWORK SERVICES AGREEMENT

Starhoptour is an electronic platform facilitating (i) travel industry partners (“Partners”) worldwide to offer travel or tourism related services and/or products and (ii) travel agents or other organizations to purchase such service and/or products from the Partners via the Internet (“Platform”).

Starhoptour provides internet access and online transaction platform and ancillary services on the website, Starhoptour.com to users who have registered with us and agreed to the terms and conditions of this Network Services Agreement (“Agreement”) . This Agreement is a legal agreement between you and ATL Resources Limited (a company incorporated in Hong Kong). It states the terms and conditions under which you may use Starhoptour’s facilities and systems and protects the efforts of Starhoptour to develop and maintain its facilities and systems and to ensure quality of service.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. BY LOGGING ONTO THE PLATFORM AND USING THE SERVICE, YOU AGREE TO BE LEGALLY BOUND AND ABIDE BY THIS AGREEMENT.

1. DEFINITIONS

In this Agreement, except where the context or subject matter is inconsistent therewith, the following terms have the following meaning:

“Account” means the account registered with Starhoptour to enable you to access the Platform and/or Services;

“Buyer” means any user of the Platform who buys any Product and/or Service via the Platform.

“Business Day” means a day, other than Saturday, Sunday or public holidays, on which banks are generally open in Hong Kong and People’s Republic of China for business

“End Customer” has the meaning ascribed to it in Section 10.

“Product” means any kind of travel or tourism related deliverable, including but not limited to tickets, tours, accommodation, activities, and transportation.

“Services” means any kind of travel or tourism related service.

“Software” means software designed for the operation of the Platform.

“Supplier” means a travel industry partner which offer its Products or Services on the Platform .

“Transaction” means a transaction between Supplier and Buyer or the End Customer made via the Platform;

“Transaction Contract” has the meaning ascribed to it in Section 3

2. USE OF THE PLATFORM

2.1 Upon your completion of the user information form, we shall open a User Account and issue a user ID and password you to enable you to use the Platform.

2.2 You may permit your directors, employees and/or officers of your organization to use its Account to access the Platform provided that you shall ensure each of your authorized users abides by the terms and conditions of this Agreement. By permitting others to use the Account to access the Platform, you assume all risks and liabilities resulting from the use of the account by such authorized persons. Your right to authorize others to use the Account is not assignable or transferable.

2.3 You shall ensure that all the persons whom you authorize to use the Account to access the Platform are at least 18 years old.

2.4 You shall not resell or charge the use of the Account to access the Platform.

2.5 You shall ensure that your use of the Platform will not disrupt Starhoptour, its agent, and

their associated network or equipment forming part of the Platform. You shall not transmit any communication where the meaning of the message, or its transmission or distribution, would violate any applicable law or regulation or would likely be offensive to the recipient thereof. You shall not mass distribute, broadcast, or otherwise send any information or message on an intrusive basis to any other users of the Platform. We may at our discretion revoke the Account and/or your access to the Platform at any time for abusive conduct on the Platform. We and our officers are deemed as authority to define what constitutes abusive conduct to the Platform and definitions may be periodically changed or be amended.

3 TRANSACTIONS

In the event any Buyer buys any Service and/or Product from a Supplier via the Platform, a legally binding contract (“Transaction Contract”) is formed between the Supplier and the Buyer.

4 USER INFORMATION

4.1 By using the Platform and/or being registered for an Account with Starhoptour, you consent to our collection, use, disclosure and retention of information relating to you or your customers.

4.2 You agree to our collection, use, disclosure and retention of your information disclosed pursuant to this Agreement or on the Platform (“User Information”) for the following purposes:-

- (i) Provide technical support to you in relation to its use of the Platform;
- (ii) Contact you, either via email or telephone (using autodialed or pre-recorded calls),

- text messages (if applicable) as authorized by you to resolve disputes, collect fees, and troubleshoot problems for you or for any other purposes as authorized by law;
- (iii) Verify the information provided by you with third parties as necessary;
 - (iv) Contact you, either via email, telephone, text messages (if applicable based on your consent), or postal mail, or otherwise as authorized by you to: offer coupons, discounts and special promotions, and inform you about different types of travel or tourism related information;
 - (v) Deliver targeted marketing, service updates, and promotional offers.
 - (vi) Prevent, detect, and investigate fraud, security breaches, potentially prohibited or illegal activities;
 - (vii) Enforce this Agreement or other applicable policies

5 PLATFORM RULES

- 5.1 You agree to supply us with accurate and complete information and inform us promptly of any change in such information.
- 5.2 You acknowledge that the Platform may only be used for lawful purposes and consistent with the rights of other users and third parties. Without limiting the foregoing, you shall not use the Platform in a manner that would violate any law or infringe any copyright, trademark, trade secret, right of publicity, right of privacy, or any other right of any third party, or for the purpose of transmitting or storing material that is obscene or defamatory.
- 5.3 You shall not use the Platform to gain unauthorized access to, interfere with, or otherwise threaten or violate our security or another's computers, networks, servers, or systems.

- 5.4 You shall not reproduce, download or reuse any works, information, music, artwork, etc. on the Platform without permission of the copyright owner or royalty payment save and except where such reproduction, downloading and/or reuse is for the promotion of the Products and/or Services of a Supplier.

6 CHANGES

The Platform and this Agreement may change from time to time. We reserve the right, at our sole discretion and without prior notice or liability, to discontinue or alter the service or any feature of the service including, without limitation, (a) restricting the time of availability, (b) restricting the availability and/or scope of the service for certain types of computers and operating systems, (c) restricting the procedures for or amount of access or use permitted, (d) restricting or terminating your right to access and use the Platform, and (e) changing system hardware and software. Any change is effective immediately upon a posting on the Platform, electronic mail, or conventional mail. By continuing to use the Platform, you accept any such changes.

7 EDITORIAL CONTROL

We may at our discretion monitor transmissions, other than private electronic communications, as necessary to provide service and otherwise to protect its rights and property. Notwithstanding the foregoing, we do not assume any liability for any action or inaction with respect to any conduct, communication, or content on the Platform.

8 PROPRIETARY RIGHTS

- 8.1 The Software and any accompanying documentation and written materials are our sole and exclusive property or that of our licensor and are protected by copyright and trade secret law and international treaties.

- 8.2 You acknowledge that the Platform contains information, software, photos, video, graphics, sound, music, and other material that are protected by copyright, trade mark, trade secret, and other intellectual property law and that the rights in such contents are valid and protected in all forms, media, and technologies that now exist or that may be developed in the future. You shall not modify, publish, distribute, transmit, transfer or sell, create derivative works, or in any way exploit any of such contents, in whole or in part. You shall not upload, post, reproduce, or distribute any content without our written consent.
- 8.3 The Platform may permit you to receive information and order and receive merchandise and services directly from businesses that are not owned or operated by us. The purchase, payment, warranty, delivery, and any other terms concerning such information, merchandise, and services are solely between you and such businesses.

9. DISCLAIMERS

- 9.1 The Platform is provided on an “AS IS” and “AS AVAILABLE” basis. You use the Platform or all our services and facilities at your own risk. We specifically disclaim all express or implied warranties of merchantability and fitness for a particular purpose and non-infringement. In no event shall we be liable for any loss, or data, or other damages which you, your affiliates, officers, directors and/or employees may suffer.
- 9.2 We do not warrant or represent that the Platform will meet any specific requirements you may have or that service will be error free or uninterrupted. We shall not be liable for any direct or indirect, incidental or consequential damages (including lost data, information or profits) sustained or incurred in connection with the use of, or inability to use the Platform.

9.3 Any opinions, advice, statements, services, offers, or other content expressed or made available by third parties on the Platform are those of the respective authors, owners, or distributors and not that of us. In no event will we be liable for any loss or damage caused by any content obtained through the Platform.

9.4 To the extent permitted by applicable law, we, our parent, subsidiaries, and affiliates, officers, directors, agents and employees, are not liable, and you agree not to hold us or our parent, subsidiaries, and affiliates, officers, directors, agents and employees responsible for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:

- use of or the inability to use the Platform on your part or that of your officers, directors and/or agents;
- delay or disruptions in the Platform;
- viruses or other malicious software obtained by accessing, or linking to, the Platform;
- glitches, bugs, errors, or inaccuracies of any kind in the Platform;
- damage to your hardware device from the use of the Platform or any services provided by us;
- the content, actions, or inactions of third parties, including items listed using the Platform or the destruction of allegedly fake items;
- the duration or manner in which contents appear on the Platform; or
- modification of your practices, content, or behavior or its loss of or inability to do business, as a result of changes to this Agreement or our policies.

- 9.5 We shall not be responsible for any customs, fares, penalties or any charges which may be imposed on the sale of the Product and/or performance of the Services.
- 9.6 Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

10. RELEASE

If you have a dispute with any Supplier, Buyer or the end user of the Products and/or Services (“End Customer”) (as applicable) or other users of the Platform, you release us (and our parent, affiliates and subsidiaries, and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

11. LIMITATION OF LIABILITY

- 11.1. WE DO NOT GIVE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE BUYER’S , END CUSTOMER’S OR SUPPLIER’S PERFORMANCE OF ITS CONTRACTUAL OR OTHER OBLIGATIONS OR DUTIES TOWARD YOU. YOUR SOLE RECOURSE SHALL BE WITH THE SUPPLIER, BUYER OR END CUSTOMER (AS APPLICABLE). TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND OUR SUBSIDIARIES, AFFILIATES, JOINT VENTURES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS SHALL HAVE NO LIABILITY FOR ANY LOST PROFITS OR CONSEQUENTIAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, MULTIPLIED OR ANY OTHER FORM OF DAMAGES, LOSS, OR INJURY WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR COMMON LAW (EXCEPT IN THE CASE OF OUR GROSS NEGLIGENCE OR WILFUL DEFAULT), ARISING OUT OF OR RELATING TO:-

- (i) DEFAULT, NEGLIGENCE, BREACH OF STATUTORY DUTIES OF SUPPLIERS, BUYERS, END CUSTOMERS OR OTHER USERS OR THE PLATFORM.
- (ii) TERMS OF THIS AGREEMENT
- (iii) USE OF, MISUSE OF, OR RELIANCE ON THE PLATFORM, INABILITY TO USE THE PLATFORM AND/OR THE SERVICES, AND/OR THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE PLATFORM, INCLUDING DAMAGES INCURRED BY THIRD PARTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITY AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11.2. WITHOUT PREJUDICE TO THE FOREGOING, IF WE OR ANY OF OUR SUBSIDIARY, AFFILIATE, JOINT VENTURE, OFFICER, DIRECTOR, SHAREHOLDER, EMPLOYEE, OR AGENT IS FOUND TO BE LIABLE, THE LIABILITY TO OUR OR TO ANY THIRD PARTY IS LIMITED TO US\$100.

12. REPRESENTATIONS AND WARRANTIES

- 12.1. Each party has the required capacity and corporate authorisation to enter into this Agreement and be bound by the obligations provided hereunder;
- 12.2. The execution of this Agreement and the performance of their obligations hereunder will not constitute a violation or breach of any obligation of any agreement with any third party or a violation of the applicable party's legal obligations;
- 12.3. You hereby warrant that you have obtained all the requisite licenses or approval from the relevant authorities in relation to your use of the Platform and/or purchase of the Products and/or Services via the Platform; and
- 12.4. You hereby warrant that all the Transactions strictly adhere to all applicable state, provincial, municipal and local laws and regulations.

13. INDEMNIFICATION

- 13.1. You will indemnify, defend and hold us and our affiliates, and their employees, directors, officers, agents and contractors, harmless against and from any losses, claims, proceedings or investigations arising out of or in connection with your breach of this Agreement, the Transaction Contract or any other agreement between you and Suppliers, Buyers or End Customers (as applicable) and/or other users of the Platform, including , without limitation, attorney fees, amounts paid in settlement of claims, proceedings or investigations, except to the extent that such claim is due to our gross negligence and/or wilful misconduct.

- 13.2. Without restricting the generality of anything contained herein, you will indemnify, defend and hold us, and our affiliates, and their employees, directors, officers, agents and customers, from any claims, losses, damages, awards, judgments or prejudices (including attorney fees), which may be sustained as a result of breach of any of your warranties stated in Section 12 hereof.

- 13.3. You agree to protect, defend, hold harmless and expeditiously indemnify us, and our affiliates and our employees, directors, officers and agents against any and all liability, claim, damage, loss of expense arising from claims of libel, unfair competition, unfair trade marks, trade names or patents, violations of rights and privacy and infringement of copyright and property resulting from your use of the Platform.

14. TERMINATION

- (a) For any Reason. We may terminate this Agreement for any reason.

- (b) For Cause. We may suspend, cancel, or terminate this Agreement without notice for any

of your conduct that we believe in our sole discretion violates this Agreement, interferes with other users' use of the Platform, or is otherwise inappropriate.

- (c) Effect of Termination. Upon termination of this Agreement, your license to use the Account and Software is automatically terminated, and we will delete all data, files, or other information stored in the Account. Notwithstanding the foregoing, expiration or termination of this Agreement shall not relieve the parties of any obligations accruing prior to the expiration or termination of this Agreement.

15. MISCELLANEOUS

15.1. No Agency

No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement.

15.2. Entire Agreement & Amendments

This Agreement together with any Schedules hereto constitutes the entire agreement and understanding between the Parties relating to the subject matter thereof, and supersedes all other agreement, oral or written, made between the parties with respect to such subject matter. Except as provided herein, this Agreement may not be amended or modified in any way except by a written instrument signed by both Parties.

15.3. Assignment

Neither Party shall assign this Agreement or any of its rights or obligations hereunder without prior written consent of the other Party, which consent may be withheld at the other Party's discretion.

15.4. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of the Hong Kong, without reference to its conflict of law provisions. Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the UNCITRAL Arbitration Rules in force when the Notice of Arbitration is submitted, as modified by the HKIAC Procedure for the Administration of International Arbitration. The law of this arbitration clause shall be Hong Kong law. The place of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in Chinese.

15.5. Survival

Sections 1, 4.2(iv), (v), 8.1, 8.2, 9 to 13, 14(c) and 15 will survive the expiration or termination of this Agreement.

15.6. Absence of presumption

No presumption shall operate in favour of or against any Party hereto as a result of any responsibility that any party may have had for drafting this Agreement.

15.7. Language

This Agreement is drafted in both English and Chinese. In the event of inconsistencies between the two versions, the English version shall prevail.

15.8. Interpretation

The headings and section numbers appearing in this Agreement or any Schedule attached hereto are inserted for convenience of reference only and shall not in any way affect the construction or interpretation of this Agreement. For the purpose of this Agreement a “day” means any day other than a Saturday, Sunday or other day on which we are not open

for business during our regular business hours at our offices in Hong Kong and the People's Republic of China.

15.9. Severability

If for any reason whatsoever, any term or condition of this Agreement or the application thereof to any party or circumstance is, to any extent, invalid or unenforceable, all other terms and conditions of this Agreement and/or the application of such terms and conditions to the parties or circumstances shall not be affected thereby and shall be separately valid and enforceable to the fullest extent permitted by law.

15.10. Force Majeure

In the event that you or we are delayed or hindered in the performance of any act required herein by reason of strikes, failure of power, restrictive governmental law or regulations, riots, civil disturbances, insurrection, war or other reasons of a like nature not the fault of such party, then performance of such act shall be extended for a period equivalent to the period of such delay, up to a maximum of one month.

15.11. Waiver

No waiver by either Party of any obligation, restriction or remedy under this Agreement shall be valid unless by specific written instrument. No acceptance by a Party of any payment by another Party and no failure, refusal or neglect of any party to exercise any right under this Agreement or to insist upon full compliance by the other party with its obligations hereunder, shall constitute a waiver of any other provision of this Agreement or any further or subsequent non-compliance with the same or any other provision.

15.12. Binding Nature

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective (as applicable) successors and assigns.