

# Service Agreement

**Effective Date:** February 21, 2025

Welcome to OPJ Marketplace (hereinafter referred to as "the App"). Please carefully read this Service Agreement (hereinafter referred to as "this Agreement") before using the App. By accessing or using the App, you agree to comply with and be bound by the following terms. If you do not agree to these terms, please do not use the App.

## 1. Definitions

**1.1 The App:** Refers to the OPJ Marketplace application provided through the Shopify platform, focused on jewelry customization, featuring unique 3D design and rendering technology that allows retailers to easily customize, synchronize orders, and manage production.

**1.2 Merchant:** Refers to users who are registered on the Shopify platform and use the App, typically retailers or store owners.

**1.3 Order:** Refers to a purchase made through the merchant's store in the App, including consumer purchase requests and transactions.

**1.4 Supplier:** Refers to the manufacturer or supply chain partner providing products through the App.

**1.5 Consumer:** Refers to the end user who purchases products through the merchant's store.

**1.6 Fees:** Refers to the fees paid by the merchant for using the App's services, including but not limited to subscription fees, transaction fees, additional service fees, etc.

## 2. Services

### 2.1 OPJ Marketplace provides the following services:

- **Jewelry 3D Rendering and One-click Customization:** Retailers can select products directly from OPJ Marketplace and use built-in 3D rendering tools for instant customization (e.g., changing materials, engraving, setting gems, etc.).
- **Direct Supply Links:** Retailers can directly access products from OPJ Marketplace's supply chain without intermediaries, ensuring competitive pricing and product uniqueness.
- **Seamless Procurement:** Shopify orders are automatically fetched, supporting merchants with single-item procurement.
- **Instant Order and Production Synchronization:** Procurement orders are pushed to the OPJ Marketplace supplier end with one click, eliminating the need for manual processing while ensuring production is completed.
- **Fully Automated Order Management:** All order processing, production, and logistics information is automatically synchronized, reducing the retailer's management burden.

### 2.2 The App's Uniqueness:

- **Diverse Product Market:** A vast marketplace of customizable products, with no need for retailers to stock inventory, and the ability to push products to Shopify stores with one click.
- **Visual 3D Customization Technology:** Allows consumers to enjoy a "what-you-see-is-what-you-get" (WYSIWYG) shopping experience.
- **Efficient Automated Workflow:** No manual intervention needed, enabling merchants to focus on sales and customer experience.

### 3. User Accounts and Security

**3.1 Account Registration:** Merchants must provide accurate and complete registration information to create an account and use the App.

**3.2 Account Security:** Merchants are responsible for keeping their account password confidential and are liable for all activities under their account. Merchants agree to take appropriate measures to protect their account information and ensure its accuracy.

**3.3 Account Information Updates:** Merchants are responsible for maintaining the accuracy and up-to-date status of their account information and updating it promptly when changes occur.

**3.4 Account Suspension and Termination:** The App reserves the right to suspend or terminate a merchant's account if they fail to comply with this Agreement or engage in illegal activities within the App.

### 4. Fees and Payments

**4.1 Fees:** Merchants must pay the relevant fees based on the services selected, including but not limited to subscription fees, transaction fees, payment processing fees, etc.

**4.2 Payment Methods:** All fees will be charged through the merchant's provided valid payment method, including credit cards, bank transfers, etc. Merchants must ensure the accuracy and validity of their payment information.

**4.3 Payment Terms:** Merchants must pay fees according to the agreed cycle (e.g., monthly, quarterly, etc.). If a merchant fails to pay on time, the App has the right to suspend or terminate services until the outstanding fees are settled.

**4.4 Refund Policy:** Unless otherwise agreed, fees paid are non-refundable. After canceling the subscription, the merchant will continue to enjoy the services covered by the paid fees until the current billing cycle ends.

**4.5 Transaction Fees:** The App will charge a transaction fee based on the amount of the merchant's order. The specific amount and payment method for this fee will be clearly stated within the App.

### 5. Merchant Obligations

**5.1 Compliance:** Merchants must ensure that their products, services, and business activities comply with all applicable laws, regulations, and the terms of this Agreement, and do not violate any intellectual property rights, business ethics, or consumer protection laws.

**5.2 Accuracy of Product Information:** Merchants must ensure that all product information displayed in the App (such as names, descriptions, prices, etc.) is accurate, truthful, and complies with applicable laws.

**5.3 Order and Customer Management:** Merchants are responsible for managing orders,

transactions, and customer services generated through the App, ensuring timely delivery, returns handling, and service quality.

**5.4 Prohibited Activities:** Merchants must not use the App to engage in any illegal activities, including but not limited to fraud, intellectual property infringement, selling counterfeit goods, or false advertising.

## **6. Privacy and Data Protection**

6.1 The App will take appropriate technical and organizational measures to protect merchants' and consumers' personal data from unauthorized access, disclosure, alteration, or destruction.

6.2 Merchants agree to authorize the App to use their store and order information and share necessary data with suppliers and payment processors when required to fulfill orders, process payments, and provide other related services.

6.3 The App will strictly comply with relevant privacy protection laws (e.g., GDPR) and will only use merchant and consumer data for the purpose of providing services. The App will not sell or share merchant or consumer personal data without consent.

6.4 Merchants are responsible for protecting all customer data within their store, including but not limited to consumer personal information and payment details.

## **7. Intellectual Property**

**7.1 Intellectual Property of the App:** All content within the App (including but not limited to trademarks, logos, graphics, software, code, and other technologies) is owned by the App or its licensors. Merchants are prohibited from copying, modifying, distributing, or using such content without permission.

**7.2 Merchant Content Authorization:** By using the App, merchants authorize the App to use their store and product content (such as product descriptions, images, trademarks, etc.) for order processing, marketing, and display purposes.

**7.3 Third-party Intellectual Property:** Merchants must not upload content that infringes any third-party intellectual property rights, including but not limited to unauthorized images, text, music, etc.

## **8. Termination of Services**

8.1 Merchants may terminate the use of the App at any time, but must follow the cancellation process and pay any outstanding fees.

8.2 The App reserves the right to suspend or terminate a merchant's account and services if the merchant violates any of the terms of this Agreement.

8.3 The App may immediately terminate services and take legal action if the merchant is found engaging in fraud, illegal activities, or other violations of the law.

## **9. Limitation of Liability**

9.1 The App shall not be liable for any direct, indirect, special, or incidental losses or damages incurred by merchants due to the use of the App or its services.

9.2 The App does not guarantee the continuity, accuracy, or uninterrupted operation of the services, and merchants agree to bear the risks involved in using the App.

9.3 The App's liability is limited to the fees paid by the merchant for using the App and shall not cover losses due to service interruptions or other issues.

## **10. Applicable Law and Dispute Resolution**

10.1 This Agreement is governed by the laws of the People's Republic of China, unless applicable laws provide otherwise. All disputes arising out of or related to this Agreement shall be submitted to the courts of the People's Republic of China, or depending on the specific situation, to an international arbitration institution located in the merchant's jurisdiction.

10.2 Merchants agree to resolve disputes through friendly negotiation. If no agreement is reached, they may file a lawsuit with the appropriate court.

## **11. Miscellaneous**

11.1 This Agreement constitutes the complete agreement between the merchant and the App and supersedes any prior agreements.

11.2 The invalidity or unenforceability of any provision of this Agreement does not affect the validity of the remaining provisions.

11.3 Any revisions, amendments, or supplements to this Agreement must be made in writing and signed by both the merchant and the App.