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**THE LEGAL AGREEMENTS SET OUT BELOW GOVERN YOUR USE OF THE CHARMING CHINA SERVICES. TO AGREE TO THESE TERMS, CLICK "AGREE." IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK "AGREE," AND DO NOT USE THE SERVICES.**

### **GENERAL AGREEMENT**

The following Terms of Conditions (referred to as "TOC") are between you, the customer, and Sky Wave Inc., dba CHARMING CHINA, depending upon your service address and location (each individually and collectively referred to as "CHARMING CHINA". The TOC constitute a legal document that details your rights and obligations as a purchaser of CHARMING CHINA IPTV service and/or other services including but not limited to pay-per-view services (individually and collectively referred to as "Services"). Your TOC also include the Acceptance Form for Terms of Service, For Purchase and Use of CHARMING CHINA IPTV service when Services are installed.

Your TOC will continue to apply to your Services when they are transferred from one location to another.

**PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.**

**YOUR SUBSCRIPTION MAY AUTOMATICALLY RENEW UNDER THIS AGREEMENT. YOUR SUBSCRIPTION WILL CONTINUE FOR THE LENGTH OF THE INITIAL TERM YOU SELECT ON YOUR PLAN AND AT THE END OF YOUR PREPAID SUBSCRIPTION, IT WILL AUTOMATICALLY RENEW FOR ADDITIONAL PREPAID PERIODS OF THE SAME LENGTH UNLESS YOU CHOOSE TO CANCEL PRIOR TO THAT RENEWAL, BY CALLING US AT 1-888-800-7808. YOUR ACCOUNT WILL AUTOMATICALLY BE CHARGED (OR YOU WILL BE BILLED, AS APPLICABLE) AT THE RATES IN EFFECT AT THE TIME OF RENEWAL.**

This Agreement consists of the terms below, plus (a) the specific elements of your Service plan (including the plan's pricing, duration and applicable Early Termination Fee ("ETF"), all as described in the information made available to you when placing and confirming your order); (b) our Acceptable Use Policy (Attachment A) and Additional Services Terms (Attachment B); and (c) other CHARMING CHINA policies referred to in this Agreement (including our Privacy Policy and our Website Terms of Use located at <https://www.hanyastar.com>), all of which are incorporated herein by reference. A current version of this Agreement and related policies are posted online at <http://www.hanyastar.com> ("Website"). You can also receive a paper copy of this Agreement by writing to **CHARMING CHINA, 11100 Valley Blvd, #336 El Monte, California, 91731. Attention: Customer Service.**

You must accept these TOC as a condition of receiving the Services. For purposes of these TOC, "you" and "your" refer to the person purchasing the Services. "We," "our," "us," refer to Charming China.

CHARMING CHINA will comply with all applicable federal, state and local laws, to the extent that such laws apply to CHARMING CHINA and its obligations under the TOC. If there is any conflict between the TOC and such applicable law, such applicable law controls. These conflicts could include, but are not limited to, fees and charges for service, billing and payments, notices, and your rights and remedies.

Legal Authority. You must be at least 18 years of age to purchase the Services as an individual or to accept these TOC as an authorized representative for the person or entity who purchases the Services. By accepting these TOC, you confirm you are an adult of at least 18 years of age. If you are an entity, by accepting these TOC, you confirm (through your duly authorized representative) that you are a corporation, partnership, or other legal entity duly formed (and incorporated if applicable) in good standing where required to do business with all legal authority and power to accept these TOC; and you are also confirming that these TOC constitute a valid and binding obligation of yours. All use of the Services, whether or not authorized by you, shall be deemed your use. You are responsible for ensuring that all use of the Services complies with these TOC.

By enrolling in, activating, using, or paying for the Services, you agree to the terms and conditions in these TOC, including but not limited to the prices, charges, and terms and conditions provided to you in marketing and informational materials associated with the Services and on the CHARMING CHINA, all of which are incorporated herein by reference. If you do not agree to all of the aforementioned terms and conditions, do not use the Services, and cancel the Services immediately by calling CHARMING CHINA at 1-888-800-7808 for further directions.

Updates. Although we may attempt to notify you when major changes are made to these Terms of Conditions, you should periodically review the most up-to-date version [www.hanyastar.com](http://www.hanyastar.com)). CHARMING CHINA may, in its sole discretion, modify or revise these Terms of Condition and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in these Terms of Service shall be deemed to confer any third-party rights or benefits. Your continued use of the Services following such notice constitutes your acceptance of those changes. Finally, it is your responsibility to review these Terms of Conditions for any changes. Your use of the Services following any amendment of these Terms of Conditions will signify your assent to and acceptance of its revised terms.

Changes of Services. Subject to applicable law, we have the right to change our Services, Equipment and rates or charges, at any time with or without notice, if you continue to receive Service after the change, it will constitute your acceptance of the change. We also may rearrange, delete, add to or otherwise change programming or features or offerings of Charming China IPTV Service. If we do give you notice, it may be provided on your TV screen, email, as a bill insert, in a newspaper or through other means of communication permitted under applicable law. It is your sole responsibility to activate or otherwise enable this feature and to update settings if CHARMING CHINA rearranges, deletes, adds or changes programming.

Finally, when using the Services, you shall be subject to any posted guidelines or rules applicable to such Service, features or offers that may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the Terms of Conditions. **BY CLICKING I AGREE AT THE BOTTOM OF THESE TERMS OF USE, YOU ACCEPT AND AGREE TO THESE TERMS OF USE AS APPLIED TO YOUR USE OF THE SERVICE, WHICH CONSTITUTES AN AGREEMENT BETWEEN YOU AND CHARMING CHINA.** If you do not agree to these Terms of Conditions, you will be unable to subscribe to the Service, and therefore will be restricted from accessing the many entertainment options available through this Service.

## **DEFINITIONS**

The term "Service" means CHARMING CHINA's IPTV, including, without limitation, all Programming, Equipment, media or program guides, software, technical support, and other features, products and services provided as part of and included with our programming service.

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The term “Equipment” shall include, without limitation, set-top box and related equipment required to receive the service provided by CHARMING CHINA to you, along with any software contained in or downloaded to the Set Top Box as part of the Service, as well as any remote controls or other devices or components provided by CHARMING CHINA to you for use with the Service.

The term “Equipment” shall also include, if applicable, the hardware provided to you by CHARMING CHINA.

The term “Premises” refers to the physical location at which the Service has been installed.

“Programming” means content provided by CHARMING CHINA or its third- party licensors, providers or suppliers and provided as part of and included with the Service, including, without limitation, images, photographs, animations, video programming, information services, audio, music, and text, irrespective of the manner or format in which such content is delivered.

The term “Bundled Services” means a combination or “bundle” of CHARMING CHINA IPTV with one or more eligible CHARMING CHINA services.

### **CUSTOMER INFORMATION**

(a) Representations. You represent that you are at least 18 years of age and a resident of the United States.

(b) Contact Information. You agree to provide true, accurate, current and complete contact information about yourself, and maintain and promptly update your contact information to keep it true, accurate and complete. If you provide a cellular telephone number, you acknowledge and consent that we may call you on your cellular phone for business purposes, including collections calls.

(c) Online Access. You are responsible for maintaining the confidentiality of the password and account e-mail address used for online billing and account maintenance at [www.hanyastar.com](http://www.hanyastar.com) , and are fully responsible for all activities that occur under your password and account. You agree to: (i) keep your e-mail address and password confidential and not share them with anyone else; (ii) immediately notify CHARMING CHINA of any unauthorized use of your password and account or other breach of security and (iii) use only your e-mail address and password to log into HANYASTAR.com.

### **EQUIPMENT**

Equipment may be new or fully inspected and tested. If you do not purchase the Equipment from CHARMING CHINA, you agree to rent the Equipment as part of your purchase of the Services for the duration of your receipt of the Services. Rental/purchase options depend on the CHARMING CHINA Services you order and installation options you choose. The Equipment requires ongoing internet access and electrical power from your premises to operate, which you are solely responsible for providing.

If you do not purchase the Equipment from CHARMING CHINA, you agree to rent the Equipment as part of your purchase of the Services for the duration of your receipt of the Services. Rental fees may be included in your monthly charge for the Services or be charged separately. Rental/purchase options depend on the CHARMING CHINA Services you order and the installation options you choose.

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Equipment deposit fees may apply and charge to your predesigned credit card prior to the start of your Services. Similarly, CHARMING CHINA will charge for shipping and handling fees for the Equipment as part of your purchase of the Services.

CHARMING CHINA reserves the right to manage the Equipment during the time you are a CHARMING CHINA customer and retains exclusive rights to data generated by the Equipment. Neither you nor a third party may change, interfere with, or block access to the Equipment data or settings. CHARMING CHINA will repair or replace damaged Equipment as CHARMING CHINA deems necessary. You understand that repair or replacement of the Equipment may delete stored content, reset personal settings, or otherwise alter the Equipment. If the Equipment was damaged due to your intentional acts, negligence, or use inconsistent with the TOC as determined by CHARMING CHINA, you will be responsible for the price of repair or replacement. Any tampering with the Equipment, including, for example, opening and attempting to modify the Equipment, or attempting to connect the Equipment to other hardware, will be treated as damage due to your intentional acts or negligence. You agree that you will use the Equipment only for its intended residential use, and not for any other purpose, commercial usage is prohibited. You agree to use appropriate and reasonable care in using any and all Equipment.

Call us immediately if your Device is lost or stolen because you may be responsible for usage charges before you notify us of the alleged loss or theft. A lost or stolen Device does not reduce or remove your Term Commitment. You will remain liable for any monthly recurring charges associated with the Service on your Device after you notify us of the alleged loss or theft. You agree to cooperate if we choose to investigate the matter (provide facts, sworn statements, etc.). We may not waive any Early Termination Fees if you choose to terminate Services as a result of loss or theft of your Device.

Return of Equipment. Upon termination of the Services, for whatever reason, you must return the Equipment, undamaged, within fifteen (15) calendar days to CHARMING CHINA. If the Equipment is not returned within fifteen (15) calendar days, or is returned damaged, you will be charged for the value of the Equipment, currently \$100. We may retain any advance payment or deposit, or portion thereof that previously had not been refunded, if you fail to return the Equipment within this time period.

CHARMING CHINA will not provide support for, or be responsible for, ongoing maintenance or management of, customer-owned equipment.

For customers, who purchased Charming China set-top box, one year equipment warranty is included.

### **USING OUR EQUIPMENT**

Where CHARMING CHINA leases equipment to you it will be our property at all times and we may need to alter or replace it from time to time.

You are responsible for making sure that our equipment is safe and used properly at all times. To do this, you agree to do the following:

- a. Follow the manufacturer's instructions and any other instructions we have given you;
- b. Keep the equipment in your home and under your control (for example, you may not sell it, lend it or hire it out to anyone else, put it up as security for a loan or mortgage, or allow it to be seized under any legal process against you).
- c. Insure any of our equipment against any loss, theft or damage for the full replacement value;

- d. Not remove, tamper with or cross out any words or labels on our equipment;
- e. Take proper care at all times to prevent the loss or theft of our equipment.

You agree to tell us immediately about any loss or damage to any part of our equipment. You should do this by contacting our customer services team 1-888-800-7808. You agree that you are responsible for any loss of or damage to the equipment, regardless of how it happens. CHARMING CHINA will charge you for any loss of or damage to the equipment.

You may use your own equipment together with our equipment, but CHARMING CHINA does not guarantee that our equipment will work with your equipment. CHARMING CHINA will not be liable in any way for any loss or damage which is caused to your own equipment arising as a result of its use with our equipment. CHARMING CHINA will not be liable for any loss of or damage to any additional equipment. CHARMING CHINA has the right to charge you for any replacement additional equipment.

You will have received certain software in your equipment at the point of activation of your services, from time to time, which your equipment will automatically accept. You may use this software solely in executable code form and solely in conjunction with your equipment. You must not use any unauthorized software on the equipment. Without limiting the foregoing, certain equipment we provide to you may be accompanied by separate software intended for installation on other devices within your home. If you install this software on such devices, the terms of use of the software will be governed by an end user license agreement, which you must accept before you install the software. CHARMING CHINA and our suppliers retain title to and ownership of the software for the equipment we provide to you and all intellectual property rights in and on that equipment.

The Customer is responsible for returning all equipment provided by CHARMING CHINA to it when the Customer stops receiving service, regardless of whether service is terminated by the Customer or by CHARMING CHINA. The Customer is responsible for repair, replacement and other costs, damages, fees and charges if equipment is not returned to CHARMING CHINA or is returned in a damaged condition. If a Customer moves, it is important that CHARMING CHINA equipment be returned, and not left at the location where service was terminated. The equipment must be returned to CHARMING CHINA in good working condition, normal wear and tear excepted, or else the Customer will be charged for a replacement, for all repair charges for damaged equipment, and for any other charges to make CHARMING CHINA whole related to each piece of equipment not returned as required.

Any damage to CHARMING CHINA equipment, other than normal wear and tear, will be the Customer's responsibility, and the Customer will be required to pay CHARMING CHINA for the repair or replacement of such equipment. The Customer will be responsible for paying all costs incurred by CHARMING CHINA, including but not limited to attorneys' fees and costs, investigator fees, witness fees and court costs.

The Customer is responsible for preventing the loss of or damage to, equipment within the Customer's home. A Customer should consider covering equipment under a homeowner's, renters, or other insurance policy.

CHARMING CHINA is not responsible for problems with the operation of, nor does it provide maintenance service for the Customer's television, television-related equipment, telephone, telephone-related equipment, personal computer or other data-related equipment, even if it is attached to CHARMING CHINA's equipment.

## **INTELLECTUAL PROPERTY**

Copyright. The CHARMING CHINA service, including all content included on the CHARMING CHINA website and user interfaces, or delivered to members as part of the service, including, but not limited to, movies & TV shows you can watch instantly, text, graphics, logos, designs, photographs, button icons, images, audio/video clips, digital downloads, data compilations, and software, coding or web-design, and the any technologies, etc are the property of CHARMING CHINA or its licensors and are protected by United States and international copyright, trade secret or other intellectual property laws and treaties. The compilation of all content and any software or other materials provided by CHARMING CHINA on our website and user interfaces, or in connection with the CHARMING CHINA service are the exclusive property of CHARMING CHINA and its licensors and are protected by the copyright and trade secret laws in the territories in which the CHARMING CHINA service operates and by international treaty provisions. Content shall not be reproduced or used without express written permission from CHARMING CHINA or its licensors. You agree to adhere to the restrictions set forth under "CHARMING CHINA streaming software" and "Limitations on Use." You agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the CHARMING CHINA service, not to insert any code or product or manipulate the content of the CHARMING CHINA service in any way, and not to use any data mining, data gathering or extraction method. CHARMING CHINA reserves the right to terminate your membership hereunder if CHARMING CHINA, in its sole and absolute discretion, believes that you are in violation of CHARMING CHINA software restrictions, restrictions against copying movies & TV shows provided to you by us, or other unauthorized copying or use of our proprietary content in violation of the copyrights of CHARMING CHINA and its licensors. CHARMING CHINA does not promote, foster or condone the copying of movies &TV shows or any other infringing activity. The use of the CHARMING CHINA service, including movies &TV shows made available to you by us, is solely for your personal and non-commercial use. Please see the instructions at the end of these Terms of Use for notifying us of the presence of any allegedly infringing content of the CHARMING CHINA service, including any on the CHARMING CHINA website and user interfaces.

Trademarks. CHARMING CHINA is a registered trademark of CHARMING CHINA. The trademarks, service marks and trade dress of CHARMING CHINA may not be used or reproduced without prior written approval from CHARMING CHINA and may not be used in connection with any product or service that is not affiliated with CHARMING CHINA, in any manner that is likely to cause confusion among customers, in any manner that dilutes the rights of CHARMING CHINA, or in any manner that disparages or discredits CHARMING CHINA. Other trademarks that appear on the CHARMING CHINA website and user interfaces are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by CHARMING CHINA. Any images of persons or personalities contained on the CHARMING CHINA website and user interfaces are not an indication or endorsement of CHARMING CHINA or any particular product or our service unless otherwise indicated.

## **NOTICE AND PROCEDURE FOR CLAIMS OF COPYRIGHT INFRINGEMENT**

If you believe that any Content, User Material, or other material provided through the CHARMING CHINA Services, including through a link, or a user or customer infringes your copyright, you should notify CHARMING CHINA of your infringement claim in accordance with the procedure set forth below.

We will process each notice of alleged infringement that CHARMING CHINA receives and take appropriate action in accordance with applicable intellectual property laws. A notification of claimed

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copyright infringement should be emailed to CHARMING CHINA's copyright agent at [dmca@hanyastar.com](mailto:dmca@hanyastar.com) (subject line: "DMCA Takedown Request").

You may also contact us by mail or facsimile at:

Attention: Copyright Agent  
CHARMING CHINA  
11100 Valley Blvd, Ste 336  
El Monte, CA 91731  
Facsimile: (626) 575-9399

To be effective, the notification must be in writing and contain the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of an exclusive copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the CHARMING CHINA Services that is reasonably sufficient to enable CHARMING CHINA to identify and locate the material; (iv) how CHARMING CHINA can contact you, such as your address, telephone number, and email address; (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you that the above information in your notice is accurate and under penalty of perjury that you are authorized to act on behalf of the copyright owner or the owner of an exclusive right in the material. Emails sent to [dmca@hanyastar.com](mailto:dmca@hanyastar.com) for purposes other than communication about copyright infringement may not be answered. CHARMING CHINA has a policy of terminating repeat infringers in appropriate circumstances.

#### **PROCEDURE TO FILE A DMCA COUNTER-CLAIM**

If you have received a notice of copyright infringement and you believe that a copyright holder has accused you in error, you may file a DMCA Counter-Claim with CHARMING CHINA'S designated agent.

To be effective, a Counter-Claim must be a written communication provided to CHARMING CHINA'S designated agent and must include the following information: (i) a physical or electronic signature of the subscriber; (ii) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled; (iii) a statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; (iv) the subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification or an agent of such person.

Upon receipt of a DMCA Counter-Claim, CHARMING CHINA will provide the complaining party with a copy of the DMCA Counter-Claim. When CHARMING CHINA receives a Counter-Claim that meets the requirements of the DMCA, CHARMING CHINA will process the Counter-Claim in accordance with the requirements of the DMCA .

NOTE: The information on this page is provided to you for informational purpose only, and is not intended as legal advice. If you believe your rights under United States copyright law have been infringed, you should consult with your attorney.

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## **INTERRUPTIONS, LIMITATIONS, AND MODIFICATIONS TO SERVICE**

The Service may be interrupted or otherwise limited from time to time for a variety of reasons, and CHARMING CHINA does not represent or warrant that the Service or the Equipment will be available or perform in a manner that meets your needs. CHARMING CHINA will not be liable for any inconvenience, loss, liability or damage resulting from any preemption, loss, blackout or interruption of the Service, directly or indirectly caused by or resulting from any circumstances, including, without limitation, any circumstance beyond CHARMING CHINA's reasonable control, including, but not limited to, causes attributable to you or your property, inability to obtain access to the Premises, failure of a communications satellite or our network, inability to access or interruptions in accessing Programming, loss of use of poles or other utility facilities, strike, labor dispute, riot or insurrection, war, explosion, act of terrorism, malicious mischief, fire, flood or other acts of God, failure or reduction of power, or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Service.

Since Service is dependent on the IP network, the availability of an adequate internet supply, and correct Equipment configuration, CHARMING CHINA does not guarantee that Service will be continuous or error-free. You acknowledge and understand that CHARMING CHINA cannot guarantee that Service is completely secure. You acknowledge and understand that the Services will not function in the event of an IP network interruption.

CHARMING CHINA reserves the right to refuse credit allowances for interruptions of Service. CHARMING CHINA also reserves the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Services (or any function or feature of the Services or any part thereof) without liability. You acknowledge that CHARMING CHINA may establish general practices and limits concerning use of the Services, including without limitation.

## **NOTICE**

Except as provided in this Agreement or otherwise required by law, if CHARMING CHINA sends you a notice, it will be considered given when deposited in the U.S. mail, addressed to you at the Customer's last known address, or hand delivered to you or to the Customer's home. CHARMING CHINA may provide electronic or telephone notice to you, which shall be considered delivered when sent to the Customer's number or email address. CHARMING CHINA may also provide some notices through the CHARMING CHINA website. The law also allows CHARMING CHINA in some cases to provide notice using any other reasonable written means at its sole discretion. If you give notice to us, it will be deemed given when actually received at the CHARMING CHINA corporate address.

## **DISPUTE RESOLUTION WITH CHARMING CHINA BY BINDING ARBITRATION**

### **PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS**

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling CHARMING CHINA at 1-888-8007808. In the unlikely event that CHARMING CHINA's customer service department is unable to resolve a complaint you may have to your satisfaction (or if CHARMING CHINA has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general Jurisdiction. We agree that the arbitration or small claim proceeding

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will take place in Los Angeles County, California. Accordingly, we agree to submit to the exclusive jurisdiction of the small claim courts located in the Los Angeles County of the State of California.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.

**ARBITRATION AGREEMENT:**

CHARMING CHINA and you agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- b. claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; and
- c. claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- d. claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- e. claims that may arise after the termination of this Agreement.

References to "CHARMING CHINA", "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of Services under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND CHARMING CHINA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to CHARMING CHINA should be addressed to: CHARMING CHINA, 11100 Valley Blvd , Suite 336, El Monte, CA 91731 Attn: Customer Arbitration ("Notice Address"). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought ("Demand"). If CHARMING CHINA and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or CHARMING CHINA may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by CHARMING CHINA or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or CHARMING CHINA is entitled.

You may download or copy a form Notice and a form to initiate arbitration from here: [www.hanyastar.com/arbitration](http://www.hanyastar.com/arbitration)

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The

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AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at [att.com/arbitration-information](http://att.com/arbitration-information).) The arbitrator is bound by the terms of this agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless CHARMING CHINA and you agree otherwise, any arbitration hearings will take place in the Los Angeles County. You agree that the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND CHARMING CHINA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and CHARMING CHINA agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

Notwithstanding any provision in this Agreement to the contrary, we agree that if CHARMING CHINA makes any future change to this arbitration provision (other than a change to the Notice Address) during the period of time that you are receiving Services, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

Applicable Law. The interpretation and enforcement of this Agreement shall be governed by the rules and regulations of the Federal Communications Commission, other applicable federal laws, and the laws of the state and local area where Service is provided to you. This Agreement is subject to modification if required by such laws. Notwithstanding the foregoing, this entire Section shall be governed by the Federal Arbitration Act.

### **PRICING AND PAYMENT.**

By signing up for your CHARMING CHINA subscription, you are expressly agreeing that we are authorized to charge you a monthly subscription fee, any other fees for additional services you may purchase, and any applicable taxes in connection with your use of CHARMING CHINA to the credit card or other payment method accepted by CHARMING CHINA that you provided during registration.

In consideration for your receipt of the Service and use of any Equipment, you agree to pay us as follows:

Service Fees. Billing for the Service will begin automatically: (i) upon activation of the Service if the Service is activated by CHARMING CHINA or (ii) on the Due Date established by CHARMING CHINA (after the Equipment has been delivered) if the Service is self-installed by you. Billing will continue until the Service is terminated by you or by us in accordance with this Agreement. Activation fee or reactivation fee may apply. Regular Service and Equipment charges are billed each month in advance. You agree to pay us in advance, at our rates in effect at the time, through all periods until the Service is terminated. Other transactional charges, such as for Pay-Per-View services, are billed after the applicable service or feature has been ordered or provided to you. You may also be required, based on your ordering and payment history, to provide pre-invoice payment by credit card or such other payment method as we may designate for transactional services such as Pay-Per-View services. You

agree to pay all applicable charges for the Service and Equipment by the due date set forth in your service contract. Rates for the Service and other charges may be changed by us at any time, subject to prior notice as required by applicable law. Your service fees may also contain certain other charges (including, without limitation, taxes and other governmental fees and charges such as franchise fees, account activation and installation charges, surcharges, reactivation fees, customized setup fees, interest on past-due balances, returned payment fees, Early Termination Fees (“ETF”) and other nonrecurring charges) and you agree to pay such other charges by the due date set forth in your service contract. The waiver of any fees or charges is at our discretion. Monthly service charges are not refunded or prorated if service is terminated or modified before your billing cycle ends. A handling fee may be charged for returned checks.

Current pricing and Early Termination Fees are found at [www.hanyastar.com/pricing](http://www.hanyastar.com/pricing) and also incorporated herein by reference.

Any dispute to a charge on your bill must be made within 60 days of the date of the bill that initially contained the charge. Disputes can only be made by calling or writing us as directed on your invoice or elsewhere. You accept all charges not properly disputed within the above time period—undisputed charges must still be paid as stated on your bill.

Third-Party Charges. You acknowledge and agree that you may incur charges with third-parties that are separate and apart from the Service Fees charged by us. These may include charges resulting from accessing online services or purchasing products and services through interactive options available through the Service. You are solely responsible for all charges payable to third parties, including all applicable taxes. In addition, you are solely responsible for protecting the security of credit card and other personal information provided to others in connection with such transactions.

Late Fees. If we do not receive your full and complete payment by the due date, we may charge you a late fee on the unpaid balance and may also terminate or suspend your Service. In the event we utilize a collection agency or resort to legal action to recover an unpaid balance, you agree to reimburse us for all expenses incurred to recover such unpaid balance, including reasonable attorneys’ fees and costs.

Customer Deposits. We may require that you provide us with a refundable deposit (“Customer Deposit”) prior to or upon the activation or reactivation of the Service. We may also require an additional Customer Deposit after activation of the Service if you fail to pay any amounts when due hereunder or seek to upgrade your Service. We may apply Customer Deposits against any unpaid amounts at any time. Within ninety (90) days of termination of Service, we shall return a sum equal to the Customer Deposit, without interest unless otherwise required by law, minus any amounts due on your account including, without limitation, any amounts owed to us for unreturned or damaged Equipment.

Questions About Your Monthly Invoice. Subject to applicable law, if you intend to dispute a charge on your bill, you must contact us within 60 days of your billing date you receive the bill in question. **UNDISPUTED PORTIONS OF YOUR BILLING STATEMENT MUST BE PAID BY THE DUE DATE TO AVOID A LATE FEE AND POSSIBLE SUSPENSION OR TERMINATION OF THE SERVICE.**

Payments. Except as otherwise permitted under applicable law, you agree that you will pay your bill by check, credit or debit card, electronic funds transfer payments or such other payment method as we may designate. The outstanding balance is due in full each month. If any bank or other financial institution refuses to honor any payment, draft or instrument submitted for payment to your account, we may charge you a fee in accordance with applicable law. Based on your election and subject to our approval, CHARMING CHINA will bill you directly, or bill your charge card.

THE SAME CREDIT CARD THAT YOU USED TO SUBSCRIBE INITIALLY WILL BE AUTOMATICALLY CHARGED BASED UPON YOUR SUBSCRIPTION PLAN FOR AS LONG AS YOU RETAIN YOUR SUBSCRIPTION TO THE SERVICE. AT ANY TIME, YOU MAY UPDATE OR CHANGE YOUR PAYMENT METHOD.

Consents Regarding Credit. We may evaluate your credit history before modifying or providing you Service. In order to establish an account with us and/or obtain or modify the Service, you hereby authorize us to obtain a report from a consumer credit agency and to exchange information with others in connection with determining your creditworthiness. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to consumer credit reporting agencies.

Money Back Guarantee. If we provide a money back guarantee ("MBG") for your Service, it will begin on the date of service activation. During this MBG period you may cancel your Service and receive a full refund of all monthly, one-time and equipment charges paid to CHARMING CHINA (provided you return all Equipment in good working condition). If you fail to return the Equipment, an unreturned Equipment fee will apply. ETFs will not apply to Service terminated within the MBG period. The MBG does not apply to customers who change between or renew bundle, monthly, term or other pricing plans. The MBG is limited to one per Subscriber per Service type per Service address.

Complaint Procedures. If you have any concerns regarding customer service, billing, or service quality, please call our customer service 1-888-800-7808, When you contact us, please explain the nature and history of the problem. We will try to promptly resolve your concern. If we are unable to resolve your concern, we will notify you that we are unable to do so and explain the reason why.

### **PRIVATE VIEWING OF UNAUTHORIZED IPTV SERVICE OR OTHER VIDEO CONTENT**

CHARMING CHINA provides IPTV service to a Customer solely for his or her private home viewing, use and enjoyment, and that of other members of the household. The Customer agrees that the programming provided over the network will not be viewed in areas open to the public. The programming may not be rebroadcast, retransmitted or performed, nor may admission be charged for its viewing without first obtaining written consent, in advance, from CHARMING CHINA and also from the CHARMING CHINA programming supplier(s), who hold rights to their programming. This consent may be withheld in CHARMING CHINA's sole discretion or in the sole discretion of the CHARMING CHINA programming supplier(s).

Other than as expressly allowed herein, you may not download, post, display, publish, copy, reproduce, distribute, transmit, modify, perform, broadcast, transfer, create derivative works from, sell or otherwise exploit any content, code, data or materials from our Services. You further agree that you may not alter, edit, delete, remove, otherwise change the meaning or appearance of, or repurpose, any of the content, code, data, or other materials from our Services or provided through the services made available on or through the Web Site, including, without limitation, the alteration or removal of any trademarks, trade names, logos, service marks, or any other proprietary content or proprietary rights notices. If you make other use of our Services, or the content, code, data or materials thereon, except as otherwise provided above, you may violate copyright and other laws of the United States, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use. CHARMING CHINA will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

CHARMING CHINA may not have the right to distribute pay-per-view or other programming to commercial establishments. If that is the case, the Customer may not exhibit nor assist in the

exhibition of such programming in a commercial establishment, unless explicitly authorized to do so, in advance, by CHARMING CHINA and its program provider. The Customer may not move a digital set top converter to another location or use it at any time at an address other than the home or location where service was installed or activated by CHARMING CHINA, without prior written authorization from CHARMING CHINA. A Customer that violates this requirement will be responsible for all resulting claims.

The technology of pay-per-view and other programming transmission is rapidly evolving. Occasionally, suggestions are made to parties involved in the video business, including CHARMING CHINA programming or equipment suppliers, that certain activities are or may be infringing on valid patents. CHARMING CHINA reserves the right to take such action as it determines is necessary or appropriate, in its sole discretion, to address any such claims raised to it or to others.

### **PROHIBITED USER CONDUCT.**

You warrant and agree that, while using CHARMING CHINA's Services and the various services and features offered on or through the Site, you shall not: (a) impersonate any person or entity or misrepresent your affiliation with any other person or entity; (b) insert your own or a third party's advertising, branding or other promotional content into any of the Services' content, materials or services (for example, without limitation, in an RSS feed or a signal received from CHARMING CHINA or otherwise through the Web Site), or use, redistribute, republish or exploit such content or service for any further commercial or promotional purposes; or (c) attempt to gain unauthorized access to other computer systems through the Web Site. You shall not: (i) engage in spidering, "screen scraping," "database scraping," harvesting of e-mail addresses, wireless addresses or other contact or personal information, or any other automatic means of obtaining lists of users or other information from or through our Services and the Web Site or the services offered on or through the Web Site, including without limitation any information residing on any server or database connected to the Web Site or the services offered on or through our Services; (ii) obtain or attempt to obtain unauthorized access to computer systems, materials or information through any means; (iii) use the Web Site or the services made available on or through our Services in any manner with the intent to interrupt, damage, disable, overburden, or impair our Services or our Web Site or such services, including, without limitation, sending mass unsolicited messages or "flooding" servers with requests; (iv) use of our Services or the Web Site's services or features in violation of CHARMING CHINA's or any third party's intellectual property or other proprietary or legal rights; or (v) use of our Services or the Web Site's services in violation of any applicable law. You further agree that you shall not attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with our Services or the Web Site's services, or any content thereof, or make any unauthorized use thereof. You agree that you shall not use our Services or the Web Site in any manner that could damage, disable, overburden, or impair our Services or the Web Site or interfere with any other party's use and enjoyment of our Services or the Web Site. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Web Site.

Further, you agree that CHARMING CHINA assumes no responsibility for the accuracy, integrity, quality completeness, usefulness or value of any Content, advice or opinions contained in any emails, message boards, chat rooms or community services, CHARMING CHINA Web Sites or in any other public services or social networks, and that CHARMING CHINA does not endorse any advice or opinion contained therein, whether or not CHARMING CHINA provides such service(s). CHARMING CHINA does not monitor or control such services, although we reserve the right to do so.

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You represent that when you transmit, upload, post or submit any content, images or data using the Service you have the legal right to do so and that your use of such data or content does not violate the copyright or trademark laws or any other third party rights.

Websites linked to or from the Service are not reviewed, controlled, or examined by CHARMING CHINA and you acknowledge and agree that CHARMING CHINA is not responsible for any losses you incur or claims you may have against the owner of third party websites. The inclusion of any linked websites or content from the Service, including websites or content advertised on the Service, does not imply endorsement of them by CHARMING CHINA.

The CHARMING CHINA customer account portal is provided only for the use of CHARMING CHINA subscribers and any other use is prohibited. You may view, copy or print pages from the My CHARMING CHINA solely for personal, noncommercial purposes. You may not otherwise use, modify, copy, print, display, reproduce, distribute, manipulate, or publish any information from My CHARMING CHINA without the express written permission of CHARMING CHINA. At any time CHARMING CHINA may, without notice, make changes to My CHARMING CHINA or to the online services or products described on My CHARMING CHINA. Without the express prior written authorization of CHARMING CHINA, you may not (a) use any data mining robots ("bots"), hardware or software modules that add a specific feature or service by plugging into an existing larger system ("plug-ins"), or similar data gathering and extraction tools, scripts, applications, or methods on My CHARMING CHINA; (b) use any device, software, or hardware to bypass any operational element or to interfere, or attempt to interfere, with the proper working of My CHARMING CHINA; (c) take any action that imposes an unreasonable or disproportionately large load on My CHARMING CHINA or its network infrastructure or that adversely affects our network or other customers; (d) decompile, reverse engineer, modify or disassemble any of the software in or associated with the CHARMING CHINA network and/or servers; (e) use any meta tags or any other "hidden text" utilizing CHARMING CHINA's name or any CHARMING CHINA trademark without CHARMING CHINA's prior written permission; or (f) frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of CHARMING CHINA or use any CHARMING CHINA trademark except as set forth in our Website Terms of Use located at <https://www.HANYASTAR.com/terms>, as they are updated from time to time. Unauthorized use of CHARMING CHINA or its network infrastructure and/or data display by a person or entity that is not the authorized user of the account is illegal and CHARMING CHINA reserves the right to take appropriate legal action.

**Public Forums.** CHARMING CHINA may, from time to time, make messaging services, chat services, bulletin boards, message boards, blogs, other forums and the like available on or through the Web Site. In addition to any other rules or regulations that we may post in connection with a particular service, you agree that you shall not upload, post, transmit, distribute or otherwise publish through our Services or any service or feature made available on or through our Services, any materials which (i) restrict or inhibit any other user from using and enjoying our Services, (ii) are fraudulent, unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law, (iv) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, trade secret, confidentiality, contract, patent, rights of privacy or publicity or any other proprietary right, (v) contain a virus, spyware, or other harmful component, (vi) contain embedded links, advertising, chain letters or pyramid schemes of any kind, or (vii) constitute or contain false or misleading indications of origin, endorsement or statements of fact. You further agree not to impersonate any other person or entity, whether actual or fictitious, including anyone from the Web Site or using our Services. You also may not offer to buy or sell any product or service on or through your comments submitted to our forums. You alone are responsible for the content and consequences of any of your activities.

Right to Monitor and Editorial Control. CHARMING CHINA reserves the right, but does not have an obligation, to monitor and/or review all materials posted while using our Services or on the Web Site or through the services or features by users, and CHARMING CHINA is not responsible for any such materials posted by users. However, CHARMING CHINA reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in CHARMING CHINA's sole discretion are objectionable or in violation of this Terms of Use and Condition, CHARMING CHINA's policies or applicable law. We may also impose limits on certain features of the forums or restrict your access to part or all of the forums without notice or penalty if we believe you are in breach of the guidelines set forth in this paragraph, our terms and conditions or applicable law, or for any other reason without notice of liability.

Private or Sensitive Information on Public Forums. It is important to remember that comments submitted to a forum may be recorded and stored in multiple places, both while using our Service of on our Web Site and elsewhere on the Internet, which are likely to be accessible for a long time and you have no control over who will read them eventually. It is therefore important that you are careful and selective about the personal information that you disclose about yourself and others, and in particular, you should not disclose sensitive, proprietary or confidential information in your comments to our public forums.

### **SUSPENSION AND TERMINATION**

Subscribers with Month-to-Month Accounts. If you are a month-to-month Service customer, either you or CHARMING CHINA may terminate this Agreement any time by giving notice to the other as set forth in this Agreement. Termination by you will be effective upon your notice to us. Activation or set-up fees paid at the initiation of your Service, if any, are not refundable, except during any applicable 30-day MBG period.

Subscribers with Term Plans; Early Termination Fee. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, IF YOUR SERVICE PLAN IS TERMINATED BY YOU OR BY US AS A RESULT OF VIOLATION BY YOU OF THIS AGREEMENT BEFORE COMPLETING YOUR TERM PLAN, THEN YOU AGREE TO PAY CHARMING CHINA THE ETF SET FORTH IN THE PRICING PLAN YOU HAVE CHOSEN. If you terminate Service at your location, your existing Term Plan cannot be carried over to a new Service location.

Termination and/or Suspension by CHARMING CHINA. CHARMING CHINA reserves the right to change, limit, terminate, modify or temporarily or permanently cease providing the Service or any part of it with or without prior notice if we elect to change the Service or a part thereof or if you violate the terms of this Agreement. Such suspension or termination may continue until satisfactory arrangements have been made for the payment of all past unpaid charges. While your Services are suspended you will not receive automatic credit balances (if any are due) and billing will continue for your monthly charges, and any applicable promotional offers may be discontinued and revoked as determined solely by CHARMING CHINA. You will be charged a fee to restore your Service from suspension. In addition, CHARMING CHINA may immediately terminate all or a portion of your Service or suspend Service, without notice, for conduct that CHARMING CHINA believes (a) is illegal, fraudulent, harassing, abusive, or intended to intimidate or threaten; (b) constitutes a violation of any law, regulation, or tariff (including, without limitation, copyright and intellectual property laws); or (c) is a violation of these TOC, or any applicable policies or guidelines (including the Acceptable Use Policy), and CHARMING CHINA may refer such use to law enforcement authorities without notice to you. Termination or suspension by CHARMING CHINA of the Services also constitutes termination or suspension (as applicable) of your license to use any Software, if applicable. If the termination is a

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result of violation by you of the terms of this Agreement, you also shall be liable to pay the ETF. If CHARMING CHINA terminates or ceases to offer service to your location, you shall not be liable to pay the ETF. If your Service is reconnected, a reconnection fee of \$25 may apply. **AFTER YOUR SERVICE COMMITMENT, THIS AGREEMENT SHALL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNTIL EITHER PARTY GIVES NOTICE PURSUANT TO THE TERMINATION PROVISION BELOW.**

Deletion of Data upon Termination. YOU AGREE THAT IF YOUR SERVICE IS TERMINATED FOR ANY REASON, CHARMING CHINA HAS THE RIGHT TO IMMEDIATELY DELETE ALL DATA, FILES AND OTHER INFORMATION (INCLUDING EMAILS, ADDRESS BOOK AND WEB STORAGE CONTENT) STORED IN OR FOR YOUR ACCOUNT WITHOUT FURTHER NOTICE TO YOU.

Return of Equipment upon Termination (for leasing customers only). If your Service is terminated for any reason prior to the end of the first year of service and you received Equipment from CHARMING CHINA, you must return the Equipment to CHARMING CHINA or you will be charged for the Equipment. If your Services are terminated for any reason and you received Equipment, you must return the Equipment to CHARMING CHINA within FIFTEEN (15) calendar days, as instructed by CHARMING CHINA, or you will be charged for the Equipment. Failure to return any Equipment you received from CHARMING CHINA, or returning equipment in a damaged condition (subject only to reasonable wear and tear), will result in the imposition of an Equipment fee that may be substantial.

Contacts to Terminate Service. You may terminate the Services at any time by calling 1-888-800-7808. You must pay service fees and other charges incurred through the termination date, including any early termination fees that apply. If you rent your Equipment, you may also be charged the value of any Equipment that is not returned in accordance with accessory cost found at [www.hanyastar.com/accessorycost](http://www.hanyastar.com/accessorycost) and incorporated herein by reference.

### **TERM.**

The term of this Agreement will be either annual plan or the term specified for the Service plan you select (the "Term"). The Term begins when you accept this Agreement and ends when you or we terminate this Agreement as permitted herein.

Acceptance by you of this Agreement occurs upon the earlier of: (a) your acceptance of this Agreement electronically during an online order, registration or when installing the Software or the Equipment; (b) your use of the Service; or (c) your retention of the Software or Equipment we provide beyond thirty (30) days following delivery. If you change Service plans, your term and monthly rate may change (depending on the plan you select), but all other provisions of this Agreement will remain in effect unless otherwise noted.

TERM AND AUTOMATIC RENEWAL: The subscription term is one year or the term specified for the service plan you select, committing you to a subscription period of the time frame of your selection. Upon expiration of the initial subscription term, your subscription automatically renews every calendar month or calendar year, depending on the term selected. You are financially responsible for all associated subscription fees until notice of cancellation is received by CHARMING CHINA. Changes to subscription plan will only be effective at the end of your current subscription term and subject to CHARMING CHINA's approval, at CHARMING CHINA's sole discretion.

You may cancel your subscription at any time after your initial registration, unless the offer you have selected specifically does not permit cancellation within a specified time period. To cancel, you must call customer service at 1888-800-7808. If you wish to cancel the automatic renewal of your Service,

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you must do so by notifying us by 5 pm Pacific Time on the last day of your subscription term in order to allow us to process your cancellation request. If we receive your cancellation request after such time, we shall charge you for the next subscription term.

Provided you cancel in accordance with above-described procedure, your account will be terminated effective at the end of the then current billing term (6 months, one year, etc.). CHARMING CHINA OFFERS NO REFUNDS EXCEPT WHERE PROHIBITED BY LAW.

CHARMING CHINA will confirm receipt of your cancellation request via email. CHARMING CHINA must receive your cancellation request in accordance with this Section.

**CANCELLATION POLICY:**

BY SUBSCRIBING TO THE CHARMING CHINA SERVICES, YOU UNDERSTAND AND AGREE THAT THE SUBSCRIPTION WILL AUTOMATICALLY RENEW AFTER THE INITIAL (AND EACH SUBSEQUENT) SUBSCRIPTION TERM ENDS. EACH RENEWAL WILL BE FOR THE SAME PERIOD AS THE INITIAL TERM (MONTHLY OR YEARLY OR OTHER SUCH TERM AS OFFERED BY CHARMING CHINA FROM TIME TO TIME) AT THE THEN-CURRENT SUBSCRIPTION RATE. YOU HEREBY AUTHORIZE CHARMING CHINA TO CHARGE YOUR CREDIT CARD FOR EACH RENEWAL TERM AT THE THEN-CURRENT SUBSCRIPTION FEE. YOU MAY CANCEL YOUR SUBSCRIPTION AT ANY TIME IN ACCORDANCE WITH THE ABOVE-EXPLAINED INSTRUCTIONS IN THIS SECTION.

EXCEPT WHERE PROHIBITED BY LAW, FOR ALL AUTOMATICALLY RENEWING SUBSCRIPTIONS OF LESS THAN 1 YEAR, YOU AGREE THAT CHARMING CHINA IS NOT OBLIGATED TO SEND YOU ANY RENEWAL OR ADVANCE BILLING NOTICES INDICATING THAT YOUR CREDIT CARD WILL BE OR HAS BEEN CHARGED. FOR YEARLY AUTOMATICALLY RENEWING SUBSCRIPTIONS, YOU AGREE THAT CHARMING CHINA IS NOT OBLIGATED TO SEND YOU ANY RENEWAL OR ADVANCE BILLING NOTICES, OTHER THAN ONE NOTICE VIA E-MAIL, NO LESS THAN 30 DAYS AND NO MORE THAN 60 DAYS BEFORE THE END OF THE THEN CURRENT ANNUAL SUBSCRIPTION TERM, WHICH INDICATES: A) THE DATE ON WHICH THE RENEWAL WILL BE EFFECTIVE; B) SUFFICIENT INFORMATION REGARDING THE CREDIT CARD BEING CHARGED FOR THE INDIVIDUAL TO VERIFY THE CONTINUED USE OF SUCH CARD, WITHOUT PROVIDING FULL CARD DETAILS; C) A REMINDER THAT YOU CAN CANCEL AT ANY TIME; D) THE MEANS TO CONTACT CHARMING CHINA IN THE EVENT THAT YOU WISH TO CANCEL YOUR SUBSCRIPTION, E) THE AMOUNT YOUR CREDIT CARD WILL BE CHARGED; F) THE LENGTH OF THE SUBSCRIPTION TERM WHICH THE NEW CHARGE ENABLES; G) THE DEADLINE BY WHICH YOU MUST CANCEL TO AVOID ANY CHARGES INCLUDING RENEWAL OF YOUR SUBSCRIPTION; AND H) NOTICE THAT YOUR CREDIT CARD WILL BE CHARGED ON THE DAY AFTER THE END OF YOUR THEN CURRENT TERM.

AFTER YOUR SERVICE COMMITMENT, THIS AGREEMENT SHALL AUTOMATICALLY RENEW UNTIL EITHER PARTY GIVES NOTICE PURSUANT TO THE TERMINATION PROVISION.

**THIRD PARTY POSTS.**

Despite these restrictions, please be aware that some material provided by users may be objectionable, unlawful, inaccurate, or inappropriate. CHARMING CHINA does not endorse any User Material, and User Material that is posted does not reflect the opinions or policies of CHARMING CHINA. We

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reserve the right, but have no obligation, to monitor User Material and to restrict or remove User Material that we determine, in our sole discretion, is inappropriate or for any other business reason. In no event does CHARMING CHINA assume any responsibility or liability whatsoever for any User Material, and you agree to waive any legal or equitable rights or remedies you may have against CHARMING CHINA with respect to such User Material. You can help us tremendously by notifying us of any inappropriate User Material you find. If a "report" feature through the CHARMING CHINA Services is not available for a specific instance of inappropriate User Material, please email customerservice@hanyastar.com (subject line: "Inappropriate User Material").

### **WARRANTIES, LIMITATION OF LIABILITY AND INDEMNIFICATION**

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE SUPPLIED HEREUNDER IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT PROVIDED BY CHARMING CHINA (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT), CHARMING CHINA (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES), (COLLECTIVELY THE "CHARMING CHINA PARTIES"), ITS THIRD-PARTY LICENSORS, PROVIDERS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. ALSO, THERE IS NO WARRANTY OF WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE. NO ADVICE OR INFORMATION GIVEN BY CHARMING CHINA OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY WITH RESPECT TO ADVICE PROVIDED.

CHARMING CHINA DOES NOT WARRANT OR GUARANTEE THAT SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF CHARMING CHINA HAS ACCEPTED YOUR ORDER FOR SERVICE. THE PROVISIONING OF SERVICE IS SUBJECT TO NETWORK AVAILABILITY AND THE CONDITION OF WIRING INSIDE YOUR LOCATION, AMONG OTHER FACTORS. IN THE EVENT YOUR LINE IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR CHARMING CHINA SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN ANY CHARMING CHINA-PROVIDED EQUIPMENT).

IN NO EVENT SHALL THE CHARMING CHINA PARTIES OR CHARMING CHINA'S THIRD-PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (A) ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE, LOSS OF PROGRAMS OR INFORMATION OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, OR RELIANCE ON OR PERFORMANCE OF THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF CHARMING CHINA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.

THE LIABILITY OF THE CHARMING CHINA PARTIES, OR (SUBJECT TO ANY DIFFERENT LIMITATIONS OF LIABILITY IN THIRD-PARTY END-USER LICENSE OR OTHER AGREEMENTS) OUR THIRD-PARTY LICENSORS, PROVIDERS OR SUPPLIERS, FOR ALL CATEGORIES OF DAMAGES SHALL NOT EXCEED A PRO RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL NONRECURRING CHARGES, REGULATORY FEES, SURCHARGES, FEES AND TAXES) YOU HAVE PAID TO CHARMING CHINA FOR THE SERVICE DURING THE SIX (6) MONTH PERIOD PRIOR TO WHEN SUCH CLAIM AROSE, WHICH SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY REGARDLESS OF THE TYPE OF CLAIM OR NATURE OF THE CAUSE OF ACTION. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULL EXTENT PERMITTED BY LAW, AND ARE NOT INTENDED TO ASSERT ANY LIMITATIONS OR DEFENSES WHICH ARE PROHIBITED BY LAW.

ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS SECTION 12 ALSO APPLY TO CHARMING CHINA'S THIRD-PARTY LICENSORS, PROVIDERS AND SUPPLIERS, AS THIRD-PARTY BENEFICIARIES OF THIS AGREEMENT.

THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

The Customer agrees to indemnify, defend and hold harmless CHARMING CHINA, its affiliates, officers, directors, employees, consultants, representatives and agents from any and all third-party claims, liability, loss, damages and/or costs (including, but not limited to, attorney's fees and costs) arising from all use of CHARMING CHINA services, any violation of the terms of service or infringement of any intellectual property or of other rights of any person or entity. The terms of service will inure to the benefit of CHARMING CHINA, its successors, assigns, and licensees.

YOU AND CHARMING CHINA AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.