

User Agreement

Version: 3.0

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Welcome to the www.cxaone.cn (hereinafter referred to as "the Website") which operated and managed by CXA Consulting(Shanghai) Co., Ltd (hereinafter referred to as "CXA" or "We").

Through the Website, CXA provides a platform where Users ("you" or "your employees") can conduct a variety of activities which include viewing and tracking Users' Health Risk Assessment (HRA) and lifestyle indicators, managing and monitoring Users' benefits and related claims, and customizing benefits, and our suppliers will also be able to use the platform to promote their health benefit products.

Before using the services provided by CXA, the User should carefully read and comply with this User Agreement ("Agreement") and fully understand the terms and conditions of this Agreement,

particularly those provisions relating to the exclusion or limitation of liability, which are highlighted in bold. This Agreement governs the use of all data, graphics, text, reports and other materials and third-party contents made available through the website. By using our platform, you are deemed to have agreed to be bound by the Agreement. Please read this Agreement carefully and continue to review it periodically for latest revisions.

Unless you have read and accepted all terms and conditions of this Agreement, you may not continue to use the CXA account or our services, and if you do not agree to any of the terms of this Agreement, please do not register or use CXA's services. Unless otherwise expressly stated, the use of the services provided by CXA shall be governed by this Agreement.

1 User registration

1.1 Before the User starts to register for a CXA account, the User shall confirm that he or she has the full civil capacity appropriate to his or her actions in accordance with the laws of the People's Republic of China. If the User does not have the corresponding civil capacity, the User himself and the User's guardian shall bear all consequences resulting from this in accordance with the law. If your account is created by your insurance company or employer, your information will be uploaded directly by the third party you have authorized. You may confirm and edit the personal information. CXA requires you and the third party to provide current, complete and accurate personal information and to update any missing, incorrect or outdated information in a timely manner.

1.2 Upon successful registration, the User is the sole holder and owner of a CXA account, shall properly keep the account and password, and be responsible for activities conducted through the account. The User may not transfer the account in any form, authorize others to use the User's account or trade the account with others. The User will be solely responsible for any activities, acts and events conducted through their account and the results thereof, unless the account has experienced or been proven to be illegally misused. If the User discovers or reasonably suspects any security risks such as

account theft or unauthorized operation, the User shall immediately notify CXA to prevent further losses.

1.3 Unless proved otherwise, the data stored by CXA on its servers is the only valid evidence of the use of the services provided by CXA.

2 User Rights and Obligations

2.1 When registering for an account, the User shall ensure that he/she provides true, accurate, complete and legally valid information. If there is any change in the User's registration information, the User shall update in a timely manner. If the registration information provided by the User does not comply with the requirements of this Agreement, the User shall bear the corresponding responsibilities and consequences arising therefrom and CXA reserves the right to terminate the service.

2.2 The User has the right to modify and delete his/her own information and comments. When the User publishes, obtains information and exchanges information through the CXA platform, the User will be held responsible for any consequences caused by incorrect information.

2.3 When using the services of CXA, the User shall comply with the provisions of the relevant laws and regulations of the People's Republic of China and shall not engage in any illegal or improper activities, including but not limited to the follows:

- 1) opposing the basic principles established by the Constitution, inciting, resisting or undermining the implementation of the Constitution, Laws and Administrative Regulations.
- 2) endangering national security, revealing state secrets, subverting state power or undermining national unity.
- 3) damaging the credibility of state agencies, the honor and interests of the state and the public interest of society and national security.
- 4) inciting ethnic hatred, ethnic discrimination or undermining national unity.
- 5) any activity that contains discrimination against race, gender, religion, region, etc.
- 6) fabricating or distorting facts, spreading rumors and disturbing social order.
- 7) promoting feudal superstition, evil cults, obscenity, pornography, gambling, violence, murder, terror, or abetting crime
- 8) any harassing, vilifying, abusing, threatening, injuring, vulgar, obscene, uncivilized, and blatantly insulting behaviors, defaming others by fabricate facts, or conducting other malicious attacks.
- 9) publishing any content that infringes the copyright, trademark rights and other intellectual property rights or other legal rights of others.

10) using any illegal means to obtain other Users' personal information, using other Users' information for any profit or non-profit purposes, or disclosing the personal privacy of other Users or right holders.

11) any other violation of laws and administrative regulations.

If the User fails to comply with the above provisions, CXA has the right to make independent judgment and take actions to suspend or terminate the User's account and pursue legal responsibility in accordance with the law and report the User actions to the relevant legal authorities in accordance with the relevant legal provisions.

3 Description of services

We will provide the following services to Users based on the registered account permissions, including but not limited to the follows:

- (1) Flexible benefits platform services.
- (2) Medical check-up booking platform services.
- (3) Health management platform services.
- (4) Third party service integration.

4 Disclaimer

4.1 CXA only provides services to mainland China, and the efficiency and quality of the services provided may be affected by factors outside of our control, including but not limited to the maintenance of network equipment, unavailability of the wireless communication network, failures of computers, communications, or other systems, power failure, damage to public infrastructure, changes to carrier policies, government actions, war, riots, strikes, explosions, and municipal power outages, traffic accidents, hacker attacks, etc. CXA is not liable for service delays or interruptions caused by the aforementioned force majeure factors.

4.2 To the extent permitted by law, CXA and its affiliates and partners (a) do not offer or extend any guarantees or representations (for example: guarantee of marketability, suitability for specific purposes, data accuracy, non-infringement); (b) do not guarantee that CXA services will not be interrupted or that errors will not occur; and (c) provide CXA services (including content and information) based on "current status" and "availability". **To the extent permitted by law**

(otherwise signing the written agreement with CXA), CXA and its affiliates (and all relevant parties providing service with CXA) shall not be liable for any indirect, incidental, special, consequential or punitive damages in connection with the services.

4.3 **In the process of using CXA services, customers may use external links to use functions, software, or services provided by third parties and running on the CXA platform. Since the third party redirected by the external link is not controlled by CXA, CXA cannot guarantee the authenticity and completeness of the information, content, materials, products, or**

services on the external links used for customers' convenience. All disputes or customer losses caused by third parties shall be borne by these third parties, and the customer hereby agrees to claim all related rights and losses from the third party.

4.4 CXA informs the User that in the course of using the Services, the User may encounter risks, arising from online information or other User behaviors (including, but not limited to any information or behavior containing threats, defamation, illegality, misinformation, deception, etc., whether anonymous or impersonal), leading to the harm or damages to the User. CXA advises the User to carefully identify the aforementioned malpractices, contact CXA in the event of any aforementioned malpractices happens and report to the relevant authorities. CXA will check the content and assist the User upon receipt the complaints, **but please note that CXA is not responsible for the authenticity, suitability or legality of any information not sent or published by CXA, nor for any damage caused to the User as a result of infringement by third parties.**

5 Personal Information Protection Policy

Before successfully registering for a CXA account or using the services offered by CXA, the User must carefully read the CXA Personal Information Protection Policy.

The link is as follows.

**【
<https://resource.cxaone.cn/cxaone2/media/455c504e/91de8d3b/1fb13a13/799f19ff/455c504e91de8d3b1fb13a13799f19ff.pdf>】**

6 Intellectual Property Rights

6.1 All intellectual property rights of the contents (including articles, comments, posts, images, audio and other content posted by the User) uploaded, stored, submitted, posted and distributed by the User in the use of the CXA Platform shall be subject to the User or the original copyright owner. If the User is not the original copyright owner, the User shall ensure that he/she has obtained legal authorization and will not infringe any third party's legal intellectual property rights, and in case of violation, the User agrees to bear all losses caused to CXA or the relevant right holder.

6.2 All intellectual property rights including but not limited to copyrights, patents, trademarks, etc., of contents on the CXA platform, including but not limited to text, images, icons, audio, video, software, program code, interface design, layout frames, data and other content, shall be subject to CXA or its affiliates, except for the rights of the relevant rights holders in accordance with laws and regulations. The use of CXA's services by the User does not imply that the User has any rights to our services or to the information or content provided.

6.3 By accepting this Agreement, you agree to grant CXA and its affiliates an irrevocable, worldwide, free of charge, exclusive license to use all legal rights related to copyrights, portraiture rights, User ID names, etc., for all contents (including texts, comments, images,

photos, videos, audio, etc.) that you provide, upload, create, or post on the CXA Platform until the termination of this Agreement. You agree that CXA and its affiliates have the right to store, use, reproduce, modify, edit, publish, display, translate, distribute, promote and network your information as described above.

6.4 If you find any contents on the Website that infringes your rights, please provide details to CXA which may include: (i) the URL and location of the infringing material; (ii) your personal details (name, address, telephone number and email address); (iii) a statement in good faith that use of the material is not authorized by the copyright owner, its agent or the law; and (iv) a statement by you that the above information is accurate and that you are the copyright owner or have the authority to act on behalf of the copyright owner. We will deal with such infringements promptly.

7 Application of law and jurisdiction

7.1 The conclusion, validity, explanation, performance and dispute resolution of this Agreement shall apply the laws of the People's Republic of China.

7.2 Any disputes arising out of or in connection with the Services shall be settled by amicable negotiation between the parties. If the dispute cannot be settled by negotiation, the dispute shall be submitted to the Shanghai International Economic and Trade Arbitration Commission (SIETAC) for arbitration in accordance with its arbitration rules. The Parties further confirm and acknowledge that this arbitral award shall be final and binding upon both parties, The parties further acknowledge and agree that this arbitration award shall be final and binding on both parties and that the arbitral award shall determine the arbitration fee and all other relevant matters. The losing party shall be responsible for the reasonable expenses incurred by the prevailing party hereto, including but not limited to attorney fees, preservation insurance fees, appraisal fees, etc.

8 Updates and Records

We may update this Agreement from time to time in accordance with changes in laws and regulations and the operational needs of the platform. When using CXA's services, the User should check the contents of the changes in a timely manner and consciously comply with the terms and conditions of this agreement. If you do not accept the changes, you may delete your account. If the User continues to use any of the services provided by CXA after we have published the changes or sent notification of the changes, the User will be deemed to have accepted the changed terms and conditions. The User can check the latest User Agreement and the historical version of the User Agreement at anytime on the CXA official website [www.cxagroup.cn].