Temu Partner Platform Terms

February 26, 2025

These Temu Partner Platform Terms (including other rules, specifications, Policies (as defined below) applicable to you that we publish from time to time, collectively, these "**Terms**") contain the terms and conditions that govern your access to and use of the internet information technology services, software technology services and other related services provided by us or our Affiliates through the US Temu Partner Platform (as defined below) or EU Temu Partner Platform (as defined below) (collectively, the "**Temu Partner Platform(s)**"), including Platform Services API (as defined below), API Materials (as defined below) and all Temu Partner Platform related products and/or services (collectively, "**Platform Services**"), which you may access and use through your account in Temu Partner Platform ("**Account**").

Please review these Terms carefully. As further described in Section 2.3 below, if you register an Account or otherwise use the Platform Services, you are deemed as having fully understood and agreed to be bound by these Terms.

1. Definitions

Unless stated otherwise in the main body of these Terms, the following capitalized words shall have the meanings ascribed in this Section 1 below.

1.1 "**Account ID**" means the ID generated and issued by us to you upon you completing the registration procedure for your Account.

1.2 "**Affiliate**" means, with respect to a person, any other person that controls, is controlled by, or is under common control with such person. The term "**control**," including controlling, controlled by and under common control with, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

1.3 "**API**" means an application programming interface for a software or service program.

1.4 "**API Materials**" means any Materials we make available in connection with the Platform Services API, including APIs, documentation, specifications, software libraries, software development kits, and other supporting Materials, regardless of format.

1.5 "**Applicable Laws**" has the meaning set forth in Section 4.3.

1.6 "**Application(s)**" means the applications or software services developed by you and other Partners through the Temu Partner Platform and by using the Platform Services, including the application and software services provided to your and other Partners' self-owned or self-operated Temu stores, and the application and software services provided to other Subscribers.

1.7 "**Authorized User(s)**" means users of Temu's systems or services who have been authorized by Temu to access and use the applicable systems or services.

1.8 "**App_key and App_secret**" means the ID and key issued by us and provided to you that enables you to access and use the Platform Services.

1.9 "**EU Temu Partner Platform**" means the online platform at https://partner-eu.temu.com which allows the Permitted Partners to provide Partner Services to Authorized Users using Temu for online sale business in Europe.

1.10 "**Materials**" means, collectively, software, data, text, audio, video, images, and any other information and materials.

1.11 "**Parties**" means you and us, and a "**Party**" shall mean either you or us.

1.12 "**Partner Service(s)**" means any services you provide to your self-owned or self-operated Temu stores or other Subscribers on, through and/or in connection with the Temu Partner Platform, including any inventory management service, compliance service, photography service, or logistics management service relating to Temu stores operated by you or other Subscriber, as applicable.

1.13 "**Permitted Use**" means use of a Platform Services API solely in accordance with these Terms and in support of an Authorized User's authorized use of a Temu system or services in accordance with any applicable Platform Services API Specifications.

1.14 "**Permitted Partners**" means the Partners who are permitted to register an account in and provide Partner Services through EU Temu Partner Platform, and the Partners who are permitted to register an account in and provide Partner Services through US Temu Partner Platform. For detailed registration rules and requirements, you may check the registration page of the relevant Temu Partner Platform.

1.15 **"Platform Services Term"** has the meaning set forth in Section 14.1.

1.16 "**Policies**" means any and all Privacy Policies, policies, rules and guidelines published and updated from time to time on the Temu Partner Platform.

1.17 "**Public Software"** means any software, documentation, or other material that contains, or is derived (in whole or in part) from, any software, documentation, or other material that is distributed as free software, open source software (e.g., Linux), or similar licensing or distribution models, including software, documentation, or other material licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (a) the GNU General Public License (GPL); Lesser/Library GPL (LGPL), or Free Documentation License; (b) The Artistic License (e.g., PERL); (c) the Mozilla Public License; (d) the Netscape Public License; (e) the Sun Community Source

License (SCSL); (f) the Sun Industry Standards License (SISL); (g) the BSD License; and (h) the Apache License.

1.18 "**Platform Service API**" means any API offered by Temu for the purpose of assisting Authorized Users in programmatically exchanging data.

1.19 "**Platform Services API Specifications**" means any technical or operational specifications, security protocols, and other documentation or Policies provided or made available by us with respect to the Platform Services API or the API Materials.

1.20 "**Personnel**" has the meaning set forth in Section 8.5.

1.21 "**Regulatory Laws"** has the meaning set forth in Section 8.5.

1.22 "**Subscriber(s)**" means Authorized Users who use or receive any Partner Service.

1.23 "**Transaction Information**" means any information, data, or content relating to any services provided by Temu, including but not limited to the data and information relating to and arising from the operation of the Temu stores, such as product information, inventory information, order information, and logistics information.

1.24 "**Temu**", "**we**", "**our**" and "**us**" means either: (a) if you reside in or are incorporated under the law of the United Kingdom (the "**UK**"), Whaleco UK Limited, a UK company (Company Number: 14476358); (b) if you reside in or are incorporated under the law of a country in the European Union or European Economic Area ("**EEA**") or Switzerland (collectively, the "**European Region**"), Whaleco Technology Limited, an Irish company (Company Number: 723548); (c) if you reside in or are incorporated under the laws of Australia, New Zealand, Japan, Korea, Singapore or Mexico, Elementary Innovation Pte. Ltd., a Singaporean company (Company Number: 201900304D); (d) if you reside in or are incorporated under the laws of any state of the United States (the "**US**"), Whaleco Inc., a US company (Company Number: 6904550); (e) if you reside in or are incorporated under the laws of Canada, Whaleco Canada Inc., a Canadian company (Company Number: BC1382531); or (f) if you do not reside in or are not incorporated under the laws of the countries mentioned in this Section 1.24 (a) through (e) above, Elementary Innovation Pte. Ltd., a Singapore Company (Company Number: 201900304D).

1.25 "**US Temu Partner Platform**" means the online platform (i) at https://partner-us.temu.com which allows Permitted Partners to provide Partner Services to Authorized Users using Temu for online sale business in the US, and (ii) at https://partner.temu.com which allows Permitted Partners to provide Partner Services to Authorized Users using Temu for online sale business in any other countries (other than the US and countries in the Europe) duly permitted by us.

1.26 "**you**", "**your**" and "**Partner**" shall have the meaning set forth in Section 2.2.

1.27 "**Your Materials**" means, collectively, Materials that you (a) use in connection with the Platform Services, (b) cause to interface with the Platform Services API, or (c) upload or otherwise provide to us in connection with the Partner Platform or your use of any of the foregoing.

2. Overview

2.1 These Terms form a legally binding agreement between you and Temu. which takes effect when you click an "I Accept" button or check a box indicating your acceptance of these Terms or, if earlier, when you utilize any Platform Service (the "**Effective Date**").

2.2 You acknowledge that you have read, understand, and agree to be bound by these Terms and you represent and warrant that you have the authority to enter into these Terms on behalf of yourself or, if applicable, the entity on whose behalf you will access and use the Temu Partner Platform (in either case, "**you**", "**your**" or "**Partner**"). You also agree to comply with all laws, regulations and Policies that apply for each country for which you register or elect to use the Platform Service. To the extent there is any conflict or inconsistency between the terms and conditions of the Policies and these Terms, these Terms will control.

2.3 We may amend, revise, add, abolish or restate these Terms from time to time for legal, compliance, security, commercial or other reasons and publish the revised Terms on the Temu Partner Platform, which amongst other things, is the online portal made available to you to support the operation and management of your Account. The revised Terms will automatically take effect once published, unless otherwise provided in Schedules 1 and 2. If you do not agree with the revised Terms, you must stop using the Platform Services immediately. If you continue to use the Platform Services after the revised Terms are published, then you shall be deemed to have fully accepted and agreed to be bound by the revised Terms. You and we hereby acknowledge and agree that, unless explicitly provided elsewhere, the Terms replace all previous agreements between us and you regarding the use of Platform Services.

2.4 The Platform Services under these Terms may be provided by one or more of our Affiliates. Under no circumstances will this affect the validity of these Terms, the rights that you enjoy, or the obligations and responsibilities that you assume pursuant to these Terms. For the avoidance of doubt, we are entitled to decide which Affiliate will provide Platform Services to you at our sole discretion.

2.5 The applicable additional jurisdiction-specific terms set out in Schedule 1 will apply to you if your usual residence is in the relevant jurisdiction specified in Schedule 1, and additional terms set out in Schedule 2 will apply to you if you will provide Partner Services through EU Temu Partner Platform and have your place of establishment or residence in the EU or the

UK. To the extent of any conflict between such applicable additional terms in Schedule 1 and Schedule 2 and the rest of these Terms, the additional terms in Schedule 1 and Schedule 2 shall prevail. To the extent of any conflict between applicable additional terms in Schedule 1 and Schedule 2, the applicable additional terms in Schedule 1 shall prevail. For the avoidance of doubt, unless otherwise provided in Schedule 1 and Schedule 2, applying the terms in Schedule 1 and Schedule 2 shall not prejudice the effectiveness of the rest of these Terms.

3. Platform Service Content

3.1 We may provide you with access to Platform Services API and API Materials allowing your systems to interact with specific features or functionalities that are available to Authorized Users. API Materials qualifying as Public Software may be distributed under a separate license. In such a case and notwithstanding any other provision of these Terms, the usage of such API Materials will be subject to and governed by that license. For the avoidance of doubt, except to the extent expressly prohibited by the license governing any API Materials that are Public Software, all other provisions of these Terms will apply.

3.2 By using the Platform Services, if you sell or provide your Applications or other Partner Services to Authorized Users other than yourself, you shall list your Applications and other Partner Services in the Temu Partner Platform, and will be capable of providing to a Subscriber certain Partner Services that are related to its Temu stores. You shall be solely responsible for providing technical support and maintenance (if any) needed in connection with Subscribers' access to and use of your Applications and other Partner Services, and for any liabilities and obligations arising in connection with Subscribers' access to and use of your Applications and/or other Partner Services or liabilities and obligations otherwise arising out of your relationships with Authorized Users. We will not facilitate any payment or otherwise support or engage in transmission of funds (or equivalents) between you and Subscribers or any third parties.

3.3 At your sole responsibility, cost and risk, you may enter into separate written legally binding agreements with any Subscriber whom you will provide access to and/or allow use your Applications and other Partner Services regarding the specific arrangement of Partner Services, including, but not limited to, terms relating to any applicable usage fees or associated costs and provision of any Transaction Information that the Subscriber decides to share with you. The transactions conducted between you and the Subscribers are independent of the Temu Partner Platform itself or Platform Services. Temu does not act as an intermediary in these transactions or set the general terms and conditions of the supply, nor does it facilitate or engage in the exchange of goods or services between you and the Subscribers. Consequently, Temu

does not assume responsibility for payments or any disputes, related to payments or otherwise, between you and the Subscribers. Temu does not charge any fees to you or Subscribers in connection with Subscribers' use of Platform Services based on transactions conducted between you and the Subscribers or otherwise. You shall, at your sole responsibility, ensure that such agreements between you and Authorized Users are consistent with these Terms and all Applicable Laws, the Policies, and any applicable data protection law (in particular the GDPR, the UK GDPR, the Act on Protection of Personal Information of Japan, the Singapore Personal Data Protection Act (2012), or the Mexican Data Privacy Regulations) and that your access to and use of the Transaction Information provided by Subscriber will not violate, cause a violation, or cause you to violate these Terms, Applicable Laws (including any applicable data protection law, in particular the GDPR, the UK GDPR, the Act on Protection of Personal Information of Japan, the Singapore Personal Data Protection Act (2012), or the Mexican Data Privacy Regulations), the Policies, and it will not otherwise be harmful to us. You shall also ensure that your processing or otherwise use of Transaction Information is strictly in accordance with the instructions of the Subscribers. If you become aware of any violation or breach of your obligations under these Terms, you must immediately notify us. We reserve the right to immediately suspend or revoke your use of or access to Platform Services and your Partner Services by any or all Subscribers in the event of any violation or breach of your obligations under these Terms.

3.4 You represent and warrant that you are the developer, owner and provider for any Applications and other Partner Services that you list on the Temu Partner Platform and that you (i) own all rights, title and interests in the Applications and Partner Services and (ii) have all the necessary authorizations, permits and rights (in particular intellectual property rights) to provide Applications and Partner Services to Authorized Users. Except as expressly set forth in these Terms, we are not involved in any transactions between you and any Subscriber and we are not responsible or liable for any disputes between you and any Subscriber, but we may elect to assist in the resolution of any disputes between you and any Subscriber at our sole discretion. If we elect to assist in the resolution of a dispute, you agree to cooperate with us to the extent we request.

3.5 We may decide at our sole discretion to change any aspect(s) of the Platform Services at any time, including to their design, functionality, display, content, interface, availability and accessibility. By agreeing to these Terms, you expressly agree that you are solely responsible for any modifications to your Partner Services that may be required (whether involving source code, user interface or otherwise) to ensure their continued functionality and compliance with all Applicable Laws.

4. **Account Registration and Use of Account**

4.1 In order for you to receive the Platform Services, list your Application in the Temu Partner Platform, and provide Partner Services through the Temu Partner Platform, you must register an Account by completing the registration process as set forth on the Temu Partner Platform. As part of the registration process, you shall provide us with certain information, including your legal name, entity name (if applicable) and related information, mailing address, email address. Any personal data you provide to us will be collected and processed in accordance with Temu's Privacy Policies. You may only utilize the name that you are authorized to use in connection with the Platform Services, and you shall update all information you provide to us in connection with the Platform Services as necessary to ensure that it remains accurate, complete, and current at all times. You authorize us (and shall provide us with supporting documentation upon our request) to verify your information (including any updated information provided in the future). If we are given any notice or have reason to presume that the information you have provided is incorrect, incomplete or not up to date, we may request that you remedy these deficiencies immediately or within a certain deadline and provide us with correct, complete or updated information. If you fail to correct, update or complete the information in question, we are entitled to suspend the provision of the Platform Services until you have corrected, updated or completed the information.

4.2 You shall properly maintain and use your Account, and you shall bear the sole and full responsibility and liability for any operation, action or commitment performed, taken or completed through your Account, regardless of whether such operations, actions or commitments are undertaken by you or a third party (including your employees, contractors, or agents). You understand and agree that your Account integrates large amounts of data in providing you with the Platform Services. You acknowledge and agree that such data has commercial value, shall at all times remain Temu's exclusive property and constitutes Confidential Information under these Terms. Your Account is for your use only. You agree not to share your Account or to open sub-accounts for another individual or entity. You agree to maintain the confidentiality and security of your Account ID and password and shall be solely responsible for the use and loss of such information. We are not responsible or liable for any unauthorized use of your Account. If you believe an unauthorized third party may be using your Account or that the Account ID and password to your Account has been leaked or stolen, you must change your password and notify us immediately. If you inform us or if we have actual indications that an unauthorized third party is using your Account, we are entitled to suspend your Account.

4.3 You agree to comply with all applicable laws, regulations, rules, industry standards, public policies, business ethics codes, and codes of conduct issued by any governmental, statutory or regulatory body of all applicable countries and regions, in each case, which relate to the subject matter or your performance of these Terms (including the countries and regions of your location, buyer's location, location of product origin, sales destination and export location) and which are in force from time to time ("**Applicable Laws**"). You shall not use the Temu Partner Platform to engage in any activity that is illegal, fraudulent, harmful to the reputation of Temu, its Affiliates and/or the Temu Partner Platform, or detrimental to the interests of consumers or Authorized Users.

5. License and Related Requirements

5.1 Subject to the successful registration of an Account as instructed on the Partner Platform, adherence to these Terms and compliance with our Policies, we grant you solely for the Permitted Use a limited, revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free license for the duration of the Platform Services Term to: (a) access and use the Temu Services API, and install, copy, and use the API Materials, or (b) access and use the Temu Services API, and install, copy, use and distribute the API Materials to support Authorized Users who (i) have been approved by us as participating in good standing in the applicable Temu service, and (ii) have specifically appointed you to provide services for their account under a valid, written agreement between you and such Authorized User. At our reasonable request, you will provide us any Materials or other information describing you and your Partner Services. You hereby grant us a worldwide, non-exclusive, royalty-free license to use, reproduce, distribute edit, translate, alter and publish those Materials. This license includes the right to promote you, your Partner Service, and Temu as well as your logos and trademarks contained in the Materials. To the extent we make reasonable alteration to the Materials for this purpose, we will not modify your logos or trademarks except to scale them where necessary. You are responsible for and assume all liability for these Materials.

5.2 You shall complete the procedures to apply for publishing and listing a new Application in accordance with the guidance in the Temu Partner Platform. After successfully completing the procedures of applying for listing a new Application, you will receive authentication credentials issued by us corresponding to each new Application, including but not limited to App_key and App_secret, Oath tokens, other tokens, and certificates. In order to access the Platform Services API, you must use your App_key and App_secret and other authentication credentials in accordance with these Terms. You shall keep such App_key and App_secret and other authentication credentials strictly confidential and shall not disclose it to any

other third parties (other than the Authorized Users who wish to use your Application or Partner Services in accordance with these Terms). Provided that an Authorized User complies with the Terms and solely for the purpose of connecting your Application to a Subscriber's Account, you may provide your Application name and your App_key and other authentication credentials to a Subscriber. You may only request that a Subscriber authorize your Application in a manner that we prescribe. It is prohibited to use another Partner's App_key and App_secret or other authentication credentials. You are solely responsible for all activities that occur using your App_key and App_secret and other authentication credentials, regardless of whether the activities are undertaken by you or a third party (including your employees, contractors, or agents). You will contact us within twenty-four (24) hours if you suspect or become aware that your App_key and App_secret or other authentication credentials has been used in an unauthorized manner or, by an unauthorized third party or if your App_key and App_secret or other authentication credentials are lost or stolen. We are not responsible or liable for unauthorized use, deletion, destruction, damage, loss or failure to store securely your App_key and App_secret and other authentication credentials .

5.3 You may use and access the Platform Services only through the authorized APIs and their corresponding API calls which are documented and communicated by us to you. You agree not to utilize any undocumented or beta APIs or beta API calls without our express written permission. You may not and may not authorize any other party to engage in the following behavior with respect to the Platform Services in whole or in part: (a) reverse engineering, decompiling, disassembling or otherwise attempting to derive the source code, underlying algorithms, or any other proprietary aspects of the Platform Services API or any API Materials; (b) modifying or creating derivative works; (c) distributing copies; (d) removing any proprietary notices or labels; (e) using any Public Software in any manner that requires, pursuant to the license applicable to such Public Software, the disclosure, licensing, distribution or making available of the Platform Services API or any API Materials; (f) reselling, leasing, renting, transferring, sublicensing, or otherwise transferring rights; (g) accessing or using to avoid incurring any applicable fees or exceeding usage limits or quotas; (h) accessing or using for fraudulent or illegal activities or activities that violate our Policies, the Terms, the Applicable Law or are otherwise harmful to us; or (i) accessing for any reason other than a Permitted Use. All rights and licenses granted in these Terms are conditional upon your continued compliance with these Terms, our Policies, and the Applicable Law.

5.4 To market, promote and/or offer your Partner Services on the Temu Partner Platform, you shall provide information about the Partner Services to us, including a description of the Partner Services, as required by Temu from

time to time ("**Partner Services Information**"). You shall ensure that the Partner Services Information is kept up to date, complete, and accurate at all times. If you fail to provide Partner Services Information, or Temu suspects that the Partner Services Information is not up to date, complete, and/or accurate and you fail to correct, complete or update the relevant information within the deadline set out in our notice, we reserve the right to immediately suspend and/or remove the Partner Services (in whole or part) from the Temu Partner Platform.

5.5 If at any point you provide us with any feedback, suggestions, recommendations, or other input, or make any improvements, enhancements, or modifications, to the Platform Services API, the API Materials or any other Platform Services (collectively, "**Suggestions**"), you agree to fully assign free of charge, and hereby do assign, to us, all right, title, and interest in and to such Suggestions. We hereby accept such assignment. To the extent any portion of the Suggestions cannot be assigned as described in the preceding sentence, or cannot be assigned without a time limitation, you hereby grant to us and our Affiliates a worldwide, royalty-free, fully paid-up, exclusive, perpetual, irrevocable, sublicensable license to reproduce, perform, display, distribute, publish, alter, translate, make publicly available, modify, create derivative works of, make, have made, use, sell, offer to sell, import, and otherwise dispose of such Suggestions, and any modifications, derivative works, or implementations thereof and any product, software, or service that incorporates, is combined with or uses, or is marketed for use in combination with, any of the foregoing, in our sole discretion and without compensation to or attribution of you or any third party.

5.6 As between you and us, we or our licensors own all right, title, and interest in and to the Platform Services API, the API Materials, the Platform Services API Specifications and the Temu Partner Platform. Except as provided in this Section 5, you obtain no rights under these Terms from us or our licensors to the Platform Services API, the API Materials, the Platform Services API Specifications, or the Temu Partner Platform, including any intellectual property rights and confidential information therein.

6. Data Protection and Security Requirements.

6.1 **Access.** The Platform Services API enables you to interact with certain features or functionality that is made available to you or to Authorized Users. Authorized Users may provide you with access to certain data, including Confidential Information, customer personal data, and other Authorized User data via the Platform Services API, if you (a) develop Applications to support Authorized Users, (b) have registered with us as a Partner. Temu provides you access to this data solely for the purpose of supporting a Subscriber's business with Temu. This access is subject to our approval and

on the condition that you comply with all Applicable Laws and that you only process personal data that is transferred by Subscribers to you on their express written instructions. To the extent that you are engaged by a Subscriber and receive Transaction Information (including personal data) from this user, you acknowledge that you may become directly liable for any processing operations that do not comply with the instructions of this Subscriber and thus are not in line with Applicable Laws.

6.2 **Security of Your Materials.** Subject to compliance with our Policies, you bear sole responsibility for the development, content, operation, and maintenance of Your Materials. This includes properly configuring and using the Platform Services API, and taking necessary and adequate steps to maintain appropriate security, protection and backup of Your Materials. Such steps encompass the implementation, use and maintenance of adequate and necessary encryption technology to prevent unauthorized access to and to routinely archiving Your Materials. We are not responsible or liable for any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any of Your Materials in connection with the Platform Services API or other Platform Services functionality (including as a result of your or any Authorized User's or other third party's errors, acts, or omissions). Should you suspect that an unauthorized third party has accessed Your Materials associated with the Platform Services API or the API Materials, or has otherwise gained improper access to the Platform Services without authorization, you are obliged to notify us immediately, but in all cases within 24 hours of such incident.

6.3 **System Access.** Access or use of any Authorized User's account is prohibited unless it is (i) pre-approved by the Authorized User as part of a binding agreement between you and the Authorized User, which cannot be prejudicial to and shall not adversely affect any of our rights under these Terms or to any agreement we may have concluded with the Authorized User, and (ii) is strictly necessary to deliver or operate an Application that supports a Permitted Use. In no event will you modify the account settings, intellectual property of any Authorized User's account, or disclose any Authorized User's account or make any other change to an Authorized User's account except to the extent authorized by the Authorized User as part of a binding agreement between you and the Authorized User.

6.4 **Transaction Information Data Protection.** You will not use or process Transaction Information for any purpose other than a Permitted Use and in accordance with the instructions of the applicable Subscriber. If you process data in the course of your use of our Platform Services API and API Materials, you will do so in accordance with these Terms, the instructions of the Subscriber, and, to the extent such practices and standards are consistent with and not less protective than the requirements set forth in these Terms, are at least equal to applicable best industry practices and standards. You

hereby represent, warrant, and covenant to us that you will comply with (i) all relevant obligations in the context of your relationships with third parties (including any Authorized Users) and (ii) all Applicable Laws, including privacy, data protection and data security laws and regulations of any jurisdiction applicable to the processing of personal data. You will not access, use, share, or otherwise disclose any Transaction Information for any purpose other than for the delivery or operation of an Application or the provision of Partner Services to or on behalf of a Subscriber, except as required to comply with Applicable Laws or for a Permitted Use. Without limiting the foregoing, you will (i) implement and maintain appropriate technical and organizational measures to protect against unauthorized or unlawful processing or use of Transaction Information and against the accidental loss or destruction of, or damage to, Transaction Information and (ii) at all times ensure that you are aware of and have documentation of the location of all copies of any Transaction Information stored by or for you. We (or third parties acting at our direction) may monitor, audit, or otherwise inspect your use of the Platform Services API or the API Materials to ensure your compliance with these Terms. You will ensure that any party to whom you provide access to Transaction Information is subject to written terms imposing on them the same duties as those applying to you under this Section 6 and that you provide access to Transaction Information exclusively on the instruction of the Authorized User.

7. **Service Fees and Security Measures**

7.1 We will not charge any fees for your use of the Platform Services. If we intend to require you to pay any fees for your use of the Platform Services, we will provide you with the details in written and in advance.

7.2 We may require that you maintain a certain monetary balance as a deposit (the "**Deposit**") in your Account to secure your performance of these Terms and your performance of Partner Service, or to mitigate the risks of claims, disputes, violations of these Terms, or other risks to us, Subscribers, Authorized Users or any third party. The Deposit will be refunded upon your termination of Platform Services. If the Deposit is insufficient to compensate for such amounts, you shall promptly pay the difference to us at our request. We may, at our discretion, adjust the amount of the Deposit based on your behavior and risks to us and/or any third party. We shall not be obliged to pay interest or any other proceeds with respect to the Deposit. If the balance in your Account is insufficient to cover the Deposit due to increased requirement or future deductions due to claims, disputes, violations of these Terms or other causes, you agree to deposit the additional amount required into your Account within the period of time we specify.

7.3 We will publish detailed information and requirements regarding your Deposit on the Temu Partner Platform within the legally required period (for

the avoidance of doubt, regarding the Partners using EU Temu Partner Platform, the notice period shall be at least seven (7) days) ahead of our request for the remittance of the corresponding Deposit. If you disagree with the information and requirements regarding the Deposit, you shall stop using the Platform Services immediately. As long as you continue to utilize the Temu Partner Platform, including but not limited to Platform Services after the expiration of the aforementioned deadline, you hereby agree to the information and requirements (as may be updated from time to time) regarding the Deposit, as well as the ongoing obligation to timely remit the corresponding monetary amount into your Account as the Deposit.

8. Representations and Undertakings

8.1 You represent and warrant that: (i) you are duly organized, validly existing and in good standing under the laws where you are registered; (ii) you are fully competent and qualified to operate your business; (iii) you have all requisite power, authority, consents and capacity to enter into these Terms, grant the rights, licenses, permits and authorizations in these Terms, and perform your obligations under these Terms; (iv) any information or Materials provided or made available by you will at all times be true, accurate, complete and not misleading; (v) you are not subject to any sanctions or otherwise designated on any list of prohibited or restricted parties or affiliated with such parties; (vi) your use of the Platform Services and performance of your obligations under these Terms do not, and will not, violate any Applicable Laws or conflict with any contract, covenant, these Terms, the Policies, or other obligation by which you are bound; (vii) nothing in the Materials you provide us, or furnish through your Partner Service is or will be false, misleading, defamatory, illegal, libelous, slanderous, harassing, or threatening, breaches the terms of any agreement with a third party, or infringes or misappropriates any copyright, trademark, right of publicity, moral right, trade secret, or other proprietary rights; (viii) you are a trader as defined under the Applicable Laws. For the avoidance of doubt, "trader" means "any natural or legal person who, in commercial practices, is acting for purposes relating to his trade, business, craft or profession and anyone acting in the name of or on behalf of a trader; and (ix) you commit to only offering Partner Services that comply with the Applicable Laws".

8.2 You undertake to act in good faith and not to engage in (i) any deceptive, malicious or anti-competitive act towards us, Subscribers, Authorized Users or other users on the Temu Partner Platform, and (ii) any intentional, negligent or reckless conduct that is reasonably likely to disrupt the normal operation or business of the Temu Partner Platform, including: misuse, exploit, breach or abuse of the Policies, these Terms and rules of the Temu Partner Platform, including activities relating to promotional events, the

creation, solicitation or facilitation of fake reviews or comments, the creation or facilitation of fraudulent transactions or related-party transactions, or any other means.

8.3 Before providing Partner Services to Subscribers, you undertake to enter into a separate written agreement with Authorized Users, under which the specific scope and arrangement regarding the Partner Services shall be provided and the Authorized Users shall authorize you to process the data of the Authorized Users.

8.4 You acknowledge that we have incurred substantial costs to develop, maintain, operate and promote the Temu Partner Platform and to provide the Platform Services to you. You undertake not to, directly or indirectly on your own or through third parties, engage in any conduct or omission that is reasonably likely to cause harm to the goodwill and reputation of Temu or the Temu Partner Platform or breach any Applicable Laws.

8.5 You represent, warrant and undertake that you shall comply with all applicable laws relating to bribery, corruption, anti-money laundering, countering the financing of terrorism, and anti-slavery and human trafficking, as updated, amended and superseded from time to time (" **Regulatory Laws**") and that neither you nor any of your employees, officers, agents, representatives and/or professional advisers ("**Personnel**") has: (i) committed an offence under any Regulatory Laws; (ii) been notified that it is subject to an investigation, or legal procedure relating to an alleged offence or prosecution under any Regulatory Laws; or (iii) is aware of any circumstances within its supply chain that could give rise to an investigation, or legal procedure relating to an alleged offence or prosecution under Regulatory Laws. You shall notify Temu immediately in writing if you become aware of, or have reason to believe, that you and/or any of your Personnel have breached or potentially breached any of your obligations under this Section 8.5.

9. Performance Review and Corrective Measures

9.1 We may implement mechanisms that rate, or allow other parties (including the Authorized Users) to rate and provide feedback about, you, your Partner Services, and your performance in connection with your Partner Services. We do not have any ranking mechanism currently, and once our ranking mechanism is ready, we will provide you with our corresponding policies of ranking parameters via the Temu Partner Platform. To the fullest extent permitted by law, Temu is not responsible for the content of any ratings or feedback provided by any Authorized User and nor does Temu represent or endorse that the content of any feedback of review is accurate. We may make these ratings and feedback publicly available. We will own all rights, title and interest (including intellectual property rights) in and to such feedback and we shall be free to use, disclose, reproduce, modify, license,

transfer and otherwise distribute, any suggestions, comments, ideas, improvements, or other feedback in respect of the Materials you provide us with respect to services or products offered by us.

9.2 Without prejudice to our rights to take measures in accordance with Section 9.4, we may require you to remove, suspend, or modify any listing for your Partner Services from the Temu Partner Platform with thirty (30) days advance notice to the extent permissible under the Applicable Laws. Notwithstanding the foregoing, we reserve the right to immediately remove, suspend, or modify any listing for your Partner Services from the Temu Partner Platform if we have actual indications that (i) you have materially breached these Terms and failed to cure within seven (7) days of a cure notice unless your breach exposes us to liability towards a third party, in which case we are entitled to reduce, or waive, the aforementioned cure period at our reasonable discretion; (ii) your Account has been, or our controls identify that it may have been used for deceptive, fraudulent, illegal or otherwise unauthorized activity; or (iii) your Partner Services has harmed, or our controls identify that they may have harmed, other users of the Temu Partner Platform, Subscribers, Authorized Users.

9.3 We may review you and your Partner Services (including Applications) before or after we allow you to use the Platform Services or provide Partner Services to Authorized Users. We may review you or your Partner Services (including Applications) for, among other things, compliance with these Terms, compliance with our Polices, the quality of your Partner Services, and all the Applicable Laws. We may decide not to allow you to list, or to continue to list, your Partner Services (including Applications) in the Temu Partner Platform based on our review and in accordance with these Terms. We may make, directly or through third parties, any inquiries we consider necessary for our review. We reserve the right to inspect the source code or other aspects of your Partner Services (including Applications) which you agree to provide to us as soon as reasonably practicable upon our request.

9.4 If we have actual indications that you violate or breach any provision of these Terms, the Applicable Laws, or any third party rights (including but not limited to third party intellectual property rights and data protection rights), without prejudice to our rights under Section 9.2, we shall be entitled to take one or more of the following measures to the extent permissible under the Applicable Laws:

(1). seek damages or compensation from you in accordance with these Terms;

(2). suspend, restrict, limit or terminate part or all of your use or access to the Platform Services;

(3). suspend our listing of you on the Temu Partner Platform, delist all or some of your Partner Services (including any Applications) in the Temu Partner Platform;

(4). suspend your Account;
(5). suspend or terminate these Terms; and
(6). any other measures we deem appropriate to remedy the violation.

9.5 If you are Partner with your establishment or residence in the EU or the UK using EU Temu Partner Platform, then Clauses 4 and 5 of Schedule 2 shall apply.

10. Indemnification

10.1 To the extent permitted by law, you shall defend, indemnify, and hold harmless Temu, its affiliates, employees , officers, directors, partners, shareholders, advisers, agents, licensors, suppliers, and contractors (collectively, the "**Indemnified Party**") against any and all losses, damages, liabilities, claims, judgments, settlements, costs, or expenses of whatever kind, including reasonable attorneys´ fees and other professionals, that are suffered or incurred by the Indemnified Party (collectively, "**Losses**"), arising out of or related to any third-party claim, proceeding, demand, investigation, or complaint alleging or arising from (i) your access to or use of the Platform Services API or the API Materials (including any Materials you upload, transfer or otherwise make available to or through the Platform Services API) or other Platform Services; (ii) your breach of any representation, obligation or condition under these Terms; (iii) Your Applications, Materials or the combination of Your Materials with other applications, copyrightable works under Applicable Law and content protected under Applicable Law, or processes, including any claim involving alleged infringement or misappropriation of third party rights or the use, development, design, production, advertising, or marketing of Your Materials or your Applications; (iv) your or your Personnel's negligence or willful misconduct; or (v) any dispute between you and any Authorized User or otherwise arising out of or related to your relationships with Subscribers. If we or any of our Affiliates are obligated to respond to a third-party subpoena or other compulsory legal order or process in connection with your use of any Platform Services, you agree to reimburse us for reasonable attorneys' fees, as well as our or their employees' and contractors' time and materials spent responding to the third party subpoena, or other compulsory legal order or process at our then-current hourly rates.

10.2 The Indemnified Party may select its own legal counsel to represent its interests, and you shall: (i) reimburse the Indemnified Party for its costs and attorneys' fees immediately upon request as they are incurred; and (ii) remain liable to the Indemnified Party for any Losses indemnified under Section 10.1.

10.3 You shall give prompt written notice to us of any proposed settlement of a claim that is indemnifiable under Section 10.1. Notwithstanding anything in this Section 10 to the contrary, you may not, without the Indemnified Party's

prior written consent, admit, settle or compromise any claim or consent to the entry of any judgment or the imposition of any liability upon, regarding which indemnification is being sought hereunder.

10.4 If you fail to take measures to defend any claims within thirty (30) days after you receive a request for indemnification subject to this Section 10, Temu will assume its own defense and follow such course of action as it reasonably deems necessary to protect its interests and rights. You shall fully indemnify Temu for all costs (including fees of attorneys and other professionals, as well as settlement payments) reasonably incurred in such course of action.

11. **Disclaimer and Limitation of Liability**

11.1 The Temu Partner Platform and the Platform Services, including all information and content made available through the Platform Services, are provided to you on an "as-is" and "existing" basis. We make no warranties of any kind, express or implied. We expressly disclaim any warranties of non-infringement and fitness for a particular purpose, and any warranties implied by course of performance, course of dealing, or trade practice. We do not guarantee that: (i) the Platform Services will be secure or available at any particular time or location; (ii) any defects or errors will be corrected; or (iii) the results of using the Platform Services will meet your expectations or business objectives. Your use of the Platform Services, your Account, and the Temu Partner Platform is at your own risk.

11.2 We shall not, under any circumstances, assume any liability for the inability to perform or for the delay in performing any obligations under these Terms due to any event beyond our reasonable control (including, internet connectivity failures, computer system failures, communications system failures, power failures, computer viruses, worms or trojans, hacking, epidemics, strikes, labor disputes, riots, uprisings, disturbances, fires, floods, storms or other acts of god, explosions, wars, government actions, judgments or orders from international or domestic courts).

11.3 Temu shall not be liable under these Terms for: (i) any loss of profits; business; revenues; savings; reputation; production; goodwill; for interruption of business or use; opportunity; anticipated savings or margin; bargain; use or value of any data or software, in each case whether direct, indirect or consequential; or (ii) any other indirect, incidental, special, exemplary, consequential or punitive damages even if advised of the possibility of such damages, regardless of the form of action.

11.4 Temu's aggregate liability arising out of or in connection with these Terms, whether in contract or tort or under any other legal theory (including strict liability and negligence), shall not exceed the total amount of the fees and payments (if any), including any Deposits, paid by you to us under these Terms during the twelve (12) months immediately preceding the event giving rise to such liability.

11.5 Because we are not a party to agreements to provide Partner Services between you and Subscribers, you shall ensure that the agreement between you and Subscribers contains a clause to waive that in the event of any dispute between you and Subscribers arising from or in relation to your Partner Services, each party to the dispute releases Temu and its agents, employees and representatives from any claims, demands and liabilities of every kind and nature in connection with such dispute.

12. **Confidentiality and Publicity**

12.1 You may receive information, documents, data, content, materials relating to us, the Platform Services or Authorized Users during the term of your use of the Platform Services that is not available or known to the general public, including: (i) non-public information relating to our or our Affiliates' or business partners' technology, customers, business plans, promotional and marketing activities, finances, and other business affairs; (ii) third-party information that we or our Affiliates or business partners are obligated to keep confidential; and (iii) the nature, content, and existence of any discussions or negotiations between you and us or our Affiliates or business partners (collectively, "**Confidential Information**").

12.2 You acknowledge that all Confidential Information remains our exclusive property. You shall keep Confidential Information strictly confidential and use Confidential Information only to the extent necessary for your use of the Platform Services. You shall be strictly prohibited from using Confidential Information for any other purpose. You shall not disclose, use, copy, transfer or permit a third party to use Confidential Information without our prior written consent. Notwithstanding the foregoing, you may share Confidential Information with government entities that have jurisdiction over you to the extent required by law, provided that you contact us before disclosure (to the extent permissible) and limit the disclosure to the minimum extent necessary and convey the confidential nature of the information shared clearly to the requesting government entity.

12.3 You shall take all reasonable steps to protect Confidential Information from unauthorized use or disclosure. At our request, you must immediately return or permanently destroy and delete Confidential Information, including copies of such Confidential Information stored in backups, archives or other offline locations.

12.4 You may not use our name, trademarks, logos or other proprietary intellectual property or other rights in any way without our prior written consent. You shall not issue or make any public statement about the Platform Services without our prior written consent. You shall not misrepresent your relationship with us, including claiming to have with us a brand partnership, a commercial alliance, a licensing relationship, an advertising endorsement, a marketing sponsorship or similar relationship or arrangement.

12.5 Upon request from any government authority or to protect the integrity and operation of the Temu Partner Platform, we may access and disclose any information we consider necessary or appropriate, including your contact details, business registration information, physical address(es), IP addresses and Your Materials.

12.6 You undertake not to dispute, oppose, challenge or take any action to hinder, invalidate, put in dispute or in any way impair the intellectual property rights of Temu. Likewise, you agree not to register and/or attempt to register, on your own behalf or, in the name of a third party, any intellectual property of Temu anywhere in the world.

13. Compliance

13.1 **Import and Export Compliance.** In using the Platform Services, you agree to comply with all applicable import and export control laws, statutes, and regulations in your performance of these Terms, including the requirements of the Export Administration Regulations, 15 C.F.R. 730-774, and the Office of Foreign Assets Control ("**OFAC**") regulations, Chapter V to 31 C.F.R., et seq., and other similar export and re-export control laws in Japan, Singapore, Korea and other countries which may apply to Partner Services, Platform Services and technology involved therein ("**Economic Sanctions Laws**"). This includes but is not limited to you refraining from sourcing any items from: (i) any origin subject to a comprehensive embargo by the U.S. Department of State or Treasury (or governments of Japan, Singapore, Korea or any other countries/regions where you are using Platform Services and/or providing Partner Services) including for purposes of these Terms Iran, Syria, Cuba, and North Korea as well as the Crimea, the so-called Donetsk People's Republic ("**DNR**") and the Luhansk People's Republic ("**LNR**") regions of Ukraine (including Sevastopol) ("**Embargoed Countries**"); (ii) any person or entity located in, or entity owned by an entity located in, any destination subject to a comprehensive embargo; (iii) any person or entity listed on the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury or any other applicable prohibited party list of the U.S. Government or similar lists provided by the United Nations Security Council, the European Union or its member states, the governments of Japan, Singapore, Korea or any other countries/regions where you are using Platform Services and/or providing Partner Services (parties listed (ii) and (iii) collectively, "**Embargoed Targets**"). This Section will apply regardless of the legality of such a transaction under local law. You represent and warrant that (i) you and your Affiliates are and always have been in compliance with all Economic Sanctions Laws against Embargoed Countries and Embargoed Targets; (ii) you and your Affiliates are not and have never been an Embargoed Target or otherwise subject to any Economic Sanctions Laws; (iii) neither you nor any of your Affiliates

are (a) directly or indirectly owned or controlled by any person currently included on the Specially Designated Nationals and Blocked Persons List or the Consolidated Sanctions List maintained by OFAC or any other similar list maintained by any governmental entity, or (b) directly or indirectly owned or controlled by any person who is located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by OFAC or any other governmental entity; (iv) you shall promptly notify us if you or any of your Affiliates becomes directly or indirectly owned or controlled by any person described in subsection (iii) immediately above; (v) neither you nor any of your Affiliates or your or any of their officers, directors, managers, agents, or employees is a person who (a) is currently the subject of any investigation by OFAC or any other governmental entity imposing economic sanctions or trade embargoes ("**Sanctions Investigation(s)**"), or (b) is directly or indirectly owned or controlled by any Person who is currently the subject of a Sanctions Investigation; (vi) you shall promptly notify us if (a) you or any of your Affiliates, or any of your or their officers, directors, managers, agents, or employees becomes the subject of any Sanctions Investigation, or (b) any person who directly or indirectly owns or controls you or any of your Affiliates becomes the subject of any Sanctions Investigation. For the avoidance of doubt, this Section 13 will apply regardless of the legality of such a transaction or service under local law.

14. Term and Termination

14.1 The period of these Terms (**"Platform Services Term"**) will commence, and you may begin using the Platform Services subject to these Terms, on the Effective Date, and the Platform Services Term will remain in effect until terminated by you or us in accordance with this Section.

14.2 You may terminate your agreement to use the Platform Services at any time by providing a written notice to us in accordance with these Terms. Unless otherwise indicated in your notice, and within the largest extent permitted by the Applicable Laws, you should stop the use of Platform Services immediately (in which case we may cause your App_key and App_secret and other authentication credentials to cease to be recognized by the Temu for purposes of the Platform Services).

14.3 We may unilaterally terminate your use of any Platform Services and/or any licenses granted in these Terms for convenience with thirty (30) days advance written notice. If you are a Partner using EU Temu Partner Platform and have your place of establishment or residence in the EU or the UK, Clause 6 of Schedule 2 shall apply. If you are a resident of or an entity registered in Korea, Clause 1 of Part F of Schedule 1 shall apply.

14.4 We may suspend or terminate your use of any Platform Services or these Terms immediately if we have actual indications that:

(i) you have materially breached these Terms;
(ii) your Account may have been used in a deceptive, fraudulent or illegal manner, or by a third party;
(iii) you become bankrupt or insolvent or become non-operable for any reason;
(iv) we are under a legal obligation or requirement to do so; or
(v) your financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of these Terms is in jeopardy.

If you are a Partner using EU Temu Partner Platform and have your place of establishment or residence in the EU or the UK, Clause 7 of Schedule 2 shall apply. If you are a resident of or an entity registered in Korea, Clause 2 of Part F of Schedule 1 shall apply.

14.5 Upon termination of these Terms: (i) all rights and obligations under these Terms shall terminate immediately, except that you will remain responsible to perform all of your obligations in connection with transactions entered into before the termination and for any liabilities that accrued before or as a result of the termination; (ii) we may retain materials and information relating to you and your Accounts as required by and in accordance with the Applicable Laws; (iii) we may retain your operational data for at least six (6) months after the termination or such longer time as we deem necessary to protect our interests and the interests of third parties and Authorized Users.

14.6 Upon termination of these Terms, all rights and obligations of the Parties under these Terms will be extinguished, except that Sections 1, 2, 6.4, 10, 11, 12, 13, 14, 15, 16, Schedule 1 and Schedule 2 shall survive termination.

15. Governing Law and Disputes

15.1 (i) If you are a resident of or an entity registered in a country in the European Region, then these Terms and any dispute or claim of any sort that might arise between you and us hereunder or related hereto (including any non-contractual disputes or claims) will be governed by, and construed in accordance with, Irish law, without reference to the rules on conflict of laws or the Convention on Contracts for the International Sale of Goods (CISG), and the parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms, its subject matter or formation; or (ii) if you are a resident of or an entity registered in the UK, then these Terms (as supplemented by Part B of Schedule 1) and any dispute or claim of any sort that might arise between you and us hereunder or related hereto (including any non-contractual disputes or claims) will be governed by, and construed in accordance with the laws of England and Wales, without reference to rules governing choice of laws or the Convention on Contracts for the International Sale of Goods

(CISG), and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms, its subject matter or formation.

15.2 If you are a resident of or an entity registered in (i) the US, Australia, Mexico or New Zealand, or (ii) any other countries other than the UK, European Region, any state of the US, Canada, Australia, New Zealand, Japan, Korea, Singapore, Mexico, Türkiye, or Brazil, these Terms and any dispute of any sort that might arise between you and us hereunder or related hereto will be governed by the laws of the Commonwealth of Massachusetts and without regard to any principle of conflict-of-laws. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms. Any disputes directly or indirectly arising out of or relating to these Terms shall be resolved in accordance with Part A of Schedule 1.

15.3 If you are a resident of or an entity registered in Brazil, these Terms and any dispute of any sort that might arise between you and us hereunder or related hereto will be governed by Brazilian applicable laws and without regard to any principle of conflict-of-laws. Any disputes directly or indirectly arising out of or relating to these Terms shall be resolved in accordance with Part H of Schedule 1.

15.4 If you are a resident of or an entity registered in Türkiye, these Terms and any dispute of any sort that might arise between you and us hereunder or related hereto will be governed by the laws of the Commonwealth of Massachusetts and without regard to any principle of conflict-of-laws. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms. Any disputes directly or indirectly arising out of or relating to these Terms shall be resolved in accordance with Part I of Schedule 1.

15.5 If you are a resident of or an entity registered in Canada, these Terms and any dispute of any sort that might arise between you and us hereunder or related hereto will be governed by the laws of the Province of British Columbia, and applicable federal laws. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms. Any disputes directly or indirectly arising out of or relating to these Terms shall be resolved in accordance with Part A of Schedule 1.

15.6 If you use the US Temu Partner Platform and are a resident of or an entity registered in Japan, Singapore or Korea, these Terms and any dispute of any sort that might arise between you and us hereunder or related hereto (including any non-contractual disputes or claims) will be governed by the laws of the Commonwealth of Massachusetts and without regard to any principle of conflict-of-laws. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms. Any

disputes directly or indirectly arising out of or relating to these Terms shall be resolved in accordance with the applicable Part of Schedule 1.

15.7 If you use EU Temu Partner Platform and are a resident of or an entity registered in Japan, Singapore or Korea, then these Terms and any dispute or claim of any sort that might arise between you and us hereunder or related hereto (including any non-contractual disputes or claims) will be governed by, and construed in accordance with, Irish law, without reference to the rules on conflict of laws or the Convention on Contracts for the International Sale of Goods (CISG). Any disputes directly or indirectly arising out of or relating to these Terms shall be resolved in accordance with the applicable Part of Schedule 1.

16. **Miscellaneous**

16.1 Tax. You are responsible for collecting, reporting and paying any and all sales, goods and services, use, excise, premium, import, export, value added, consumption, and other taxes, regulatory fees, levies, or charges and duties assessed, incurred, or required to be collected or paid for any reason in connection with any offer or sale of your Partner Services through the Temu Partner Platform (collectively, "**Your Taxes**") and to cooperate with applicable tax authorities to fully comply with your legal obligations and conform to the relevant tax policies. All fees and payments (if any) that you pay to us under these Terms are exclusive of any applicable taxes, deductions or withholding. In addition to the Deposit (if any), you are solely responsible for paying any taxes, tariffs, government fees or financial charges arising from using the Platform Services. If we are required by law or due to any business needs to withhold and pay any taxes, tariffs, government fees or financial charges on your behalf, you authorize us to deduct the withholding amount directly from your Account. If the balance in your Account is insufficient, you shall promptly, upon being notified of any such shortfall, deposit the required amount into your Account.

16.2 Notices. We will provide notices to you under these Terms by sending system messages or on-platform messages to your Account, posting announcements on the Temu Partner Platform, sending text messages to the contact number provided by you, or sending emails to the e-mail address you provided. You must send all notices relating to the Platform Services to our Partner Services Team via your Account's messaging feature, email or the Contact Us form on the Temu Partner Platform. Messages shall be deemed delivered upon being sent successfully.

16.3 Assignment. You may not assign or transfer these Terms or any right or obligation hereunder without our prior written consent. Any purported assignment or transfer in violation of this Section 16.3 shall be hereby be deemed null and void. We shall be entitled to assign or transfer (in whole or in part) our rights and obligations under these Terms in connection with (i) a

merger, consolidation, acquisition or sale of all or substantially all of our assets or similar transaction or (ii) to an Affiliate as part of a corporate reorganization or other business transaction.

16.4 Entire Agreement. These Terms constitute the sole and entire agreement between the Parties with respect to the Platform Services and related subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Neither party has entered into these Terms in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement which is not expressly set out in these Terms.

16.5 No Waiver. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by a Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16.6 Cumulative Remedy. Except as otherwise expressly provided herein, the rights and remedies under these Terms are cumulative and are in addition to and not in substitution for any other rights and remedies available at law, in equity or otherwise.

16.7 No Partnership. Nothing herein shall be construed to create a joint venture or partnership between the Parties or an employee/employer or agency relationship. Except as otherwise expressly provided herein, neither Party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

16.8 No Third Party Beneficiaries. Except as expressly set forth in these Terms, these Terms do not create any third party beneficiary rights in any individual or entity that is not a party to these Terms.

16.9 Severability. If any provision of these Terms is held to be illegal, unenforceable or invalid, the remaining portion of such provision shall be severable and the remainder of these Terms shall remain unaffected and continue to be in full force and effect.

16.10 Headings. The headings of these Terms are for convenience of reference only and shall not define, affect or limit the meaning, description and interpretation of these Terms.

16.11 Interpretation: Unless the context otherwise requires: (i) words in the singular shall include the plural and in the plural shall include the singular; (ii) any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and (iii) a “person” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns; and a third party shall include any person.

SCHEDULE 1
Additional Jurisdiction-Specific Terms

PART A

THIS PART A OF SCHEDULE 1 WILL APPLY IF YOU ARE A RESIDENT OF OR AN ENTITY REGISTERED IN (I) THE US, CANADA, AUSTRALIA, NEW ZEALAND OR MEXICO, OR (II) ANY OTHER COUNTRIES OTHER THAN THE UK, EUROPEAN REGION, ANY STATE OF THE US, CANADA, AUSTRALIA, NEW ZEALAND, JAPAN, KOREA, SINGAPORE, MEXICO, TÜRKİYE, OR BRAZIL.
PLEASE READ THIS PART A OF SCHEDULE 1 CAREFULLY. PLEASE BE AWARE THAT THIS PART A OF SCHEDULE CONTAINS PROVISIONS GOVERNING HOW DISPUTES BETWEEN YOU AND US WILL BE RESOLVED IF YOU ARE A RESIDENT OF OR AN ENTITY REGISTERED IN (I) THE US, CANADA, AUSTRALIA, NEW ZEALAND OR MEXICO, OR (II) ANY OTHER COUNTRIES OTHER THAN THE UK, EUROPEAN REGION, ANY STATE OF THE US, CANADA, AUSTRALIA, NEW ZEALAND, JAPAN, KOREA, SINGAPORE, MEXICO, TÜRKİYE, OR BRAZIL. AMONG OTHER THINGS, THIS PART A OF SCHEDULE INCLUDES AN AGREEMENT TO ARBITRATE, WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US BE RESOLVED BY BINDING AND FINAL ARBITRATION.

1. The Parties agree that any dispute or claim arising out of or relating to these Terms or your access to or use of the Platform Services (each, a "**Dispute**") will be resolved by final and binding arbitration administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules and Mediation Procedures. There shall be one arbitrator agreed to by the Parties within twenty (20) days of receipt by respondent of the written demand for arbitration or in a default thereof appointed by the AAA in accordance with its commercial rules. The place of the arbitration shall be Boston, Massachusetts. Arbitral awards shall be final and binding on the Parties and may be entered and enforced in any court having jurisdiction. Judgment on the award shall be final and non-appealable. Except as may be required by law, neither Party nor the arbitrator may disclose the existence, content or results of any arbitration arising out of or relating to these Terms without the prior written consent of both Parties, unless to protect or pursue a legal right. The Parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Arbitration Notice was frivolous or was brought for an improper purpose (as measured by the standards set forth in

Federal Rule of Civil Procedure 11(b)). Before you may begin an arbitration proceeding, you must send a letter notifying us of your intent to pursue arbitration and describing your claim in reasonable details.

2. **The Parties agree that any Dispute will be resolved only on an individual basis and not on a class, representative or collective basis.** This subsection does not prevent either Party from participating in a class-wide settlement of claims.

3. Notwithstanding the Parties' agreement to resolve all Disputes through arbitration, you or we may assert claims in small claims court for disputes or claims within the scope of that court's jurisdiction, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis.

4. Subject to and without waiver of the agreement to arbitrate under Section 1 of this Schedule above, you and we each submit to the exclusive personal jurisdiction of and agree that the venue of any judicial proceedings will be brought in the federal and state courts in Suffolk County, Massachusetts. Each party waives any right to object to such forum and no party may allege the inconvenience of such forum, whether by motion or otherwise. Regarding any proceeding or action arising out of or relating to these Terms (whether in contract, tort, equity, or otherwise), the parties knowingly and irrevocably waive their right to trial by jury.

5. You agree that any claim against us must be brought within one year of the date on which you first become aware, or reasonably should have become aware, of facts giving rise to such claim. You agree that this one-year limitations period is reasonable and that if you fail to provide notice of intent to initiate an informal dispute resolution conference within such time, your claim will be forever barred and may not be pursued against us, either in arbitration or a court.

PART B

THIS PART B OF SCHEDULE 1 WILL APPLY IF YOU ARE A RESIDENT OF OR AN ENTITY REGISTERED IN UK.

If you are a resident of or an entity registered in UK, the following terms shall apply and govern these Terms. To the extent there is any conflict or inconsistency between the body of the Terms and this Part B of Schedule 1, this Part B of Schedule 1 shall control.

1. **Section 8.1(viii) and 8.1(ix) shall be replaced in its entirety with the following**: "you and your Affiliates, Personnel, subcontractors, suppliers, agents and other intermediaries shall at all times comply with all Applicable Laws under the Bribery Act 2010 and ensure that you have in place and shall maintain adequate procedures to prevent any breach of the Bribery Act 2010, and you shall immediately notify us as soon as it becomes aware of any breach or possible breach of the Bribery Act 2010; and (ix) neither you nor any of your Affiliates, officers, employees, agents and subcontractors: (a) has committed an offence under the Modern Slavery Act 2015; (b) has been notified that it is subject to an investigation relating to an alleged Modern Slavery Act 2015 offence or prosecution under the Modern Slavery Act 2015; and (c) are aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged Modern Slavery Act 2015 offence or prosecution under the Modern Slavery Act 2015; and (d) you, your Affiliates, and each of your and their officers, employees, agents and subcontractors shall comply at all times with the Modern Slavery Act 2015 and you will immediately notify Temu in writing of any actual or suspected slavery, coercion, or otherwise, in your or your Affiliates supply chains."

2. **A new Section 11.6 shall be added to the main body of the Terms**: "**Non-excludable liabilities by law.** Nothing contained in these Terms shall have the effect of excluding either party's liability for death or personal injury, fraud, fraudulent misrepresentation, or any other liability that cannot be excluded by the Parties pursuant to the laws of England and Wales.

3. **Sections 11.1, 11.2, 11.3, 11.4 and 11.5 of the main body of the Terms and any other Sections which limit or exclude Temu's liability under these Terms shall be amended to include the following introductory wording:** "Subject always to Section 11.6 (Non-excludable liabilities by law)".

4. **A new Section 12.7 shall be added to the main body of the Terms**: "We may, provided that we have reasonable grounds to believe that you (including any of your Affiliates, personnel, subcontractors, suppliers, agents and other intermediaries) are involved in an activity that may constitute a criminal offence under the Bribery Act 2010, disclose your Confidential Information to the Serious Fraud Office without first notifying you of such disclosure.

5. **Section 14.4 shall be replaced in its entirety with the following**: "We may suspend or terminate your access to the Platform Services or these Terms immediately if (i) we are subject to a legal or regulatory obligation which requires us to terminate the agreement in a manner which does not allow us to abide by the 30-day notice period; (ii) under an imperative reason pursuant to Applicable Law; or (iii) we can demonstrate that you have repeatedly infringed the terms of these Terms. When terminating these Terms, we will provide a written statement of the reason(s) for the termination. When we terminate the agreement with you due to the provision of illegal content or content that does not comply with these Terms, we will provide you with a statement of reasons for our decision to terminate the Agreement."

6. **Section 16.8 shall be replaced in its entirety with the following**: "No Third Party Beneficiaries. A person or entity who is not a party to these terms shall not have the rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms."

PART C

THIS PART C OF SCHEDULE 1 WILL APPLY IF YOU ARE A RESIDENT OF OR AN ENTITY REGISTERED IN AUSTRALIA.

If you are a resident of or an entity registered in Australia, the following terms shall apply and govern these Terms. To the extent there is any conflict or inconsistency between the body of these Terms and this Part C of Schedule 1, this Part C of Schedule 1 shall control.

1. Australian Data Privacy Laws**.** Without limiting any other provision in these Terms, You undertakes to comply with your obligations under the *Privacy Act 1988 (Cth)*, the Australian Privacy Principles, the *Spam Act 2008 (Cth)* and all other Applicable Laws in Australia or otherwise applicable to You relating to the collection, use and disclosure of Personal Data relevant to You and these Terms and any applicable local regulations, codes of practice and best practice guidance issued by any applicable authorities. For the purposes of these Terms, Personal Data includes "personal information" as that term is defined in the *Privacy Act 1988 (Cth)*.

PART D

THIS PART D OF SCHEDULE 1 WILL APPLY IF YOU ARE A RESIDENT OF OR AN ENTITY REGISTERED IN JAPAN.

If you are a resident of or an entity registered in Japan, the following terms shall apply and govern these Terms. To the extent there is any conflict or inconsistency between the body of the Terms and this Part D of Schedule 1, this Part D of Schedule 1 shall control.

1. **Section 2.3 shall be replaced in its entirety with the following**: "We may amend, revise, add, abolish or restate these Terms from time to time for legal, compliance, security, commercial or other reasons and publish the revised Terms on the Temu Partner Platform, which amongst other things, is the online portal made available to you to facilitate the operation and management of your Account. We will also notify you of the proposed changes to these Terms by email or another durable medium. The revised Terms will take effect no less than fifteen (15) days from the date of such notification. We will give you more notice if necessary to allow you to make technical or commercial adaptations to comply with the proposed changes. We won't give you advance notice if we have to make a change with immediate effect, whether for legal or regulatory reasons or to protect us, our suppliers or our customers from fraud, malware, spam, data breaches or other cybersecurity risks. If you do not agree with the revised Terms, you shall have the right to terminate the agreement before the expiry of this notice period, with such termination taking effect within fifteen (15) days from the receipt of the notice. If you list new Platform Services after the Revised Terms have been notified to you, then you shall be deemed to have fully accepted and agreed to be bound by the Revised Terms. For the avoidance of doubt, changes to these Terms will not have retroactive effect except when they are required to respect a legal or regulatory obligation or when the retroactive change is beneficial to the customers."

2. **Section 3.4 shall be replaced in its entirety with the following**: You represent and warrant that you are the developer and provider for any Applications and other Partner Services that you list on the Temu Partner Platform and that you (i) own all rights, title and interests in the Applications and Partner Services and (ii) have all the necessary authorizations, permits and rights (in particular intellectual property rights) to provide Applications and Partner Services to Authorized Users. Your transactions with any Subscribers are at your sole responsibility, cost and

risk and you are solely responsible to resolve any disputes between you and any Subscriber or arising out of such transactions at your own cost. We reserve the right to reasonably request information relating to such disputes.

3. **Additional Japanese Terms (Japanese Data Privacy Laws)**: Without limiting any other provision in these Terms, you undertakes to comply with your obligations under the Act on Protection on Personal Information and ordinances, guidelines and government notices thereunder and all other Applicable laws in Japan or otherwise applicable to You relating to the collection, use and disclosure of Personal Data relevant to Your providing the Applications or other Partner Services.

4. **Additional Japanese Terms (Dispute Resolution)**: The Parties agree to irrevocably and unconditionally that all suits, actions or other proceedings arising out of or relating to any dispute or claim arising out of or relating to these Terms or your access to or use of the Platform Services shall be submitted for mediation at the Hong Kong International Arbitration Centre ("**HKIAC**") in accordance with its then current Mediation Rules. Any party may submit a written request for mediation to the other party with copies to HKIAC upon which the other party will be bound to participate in the mediation. Unless otherwise agreed between the parties, the mediation will take place in Hong Kong and will be conducted in English language. The parties agree to be bound by any settlement agreement reached.

PART E

THIS PART E OF SCHEDULE 1 WILL APPLY IF YOU ARE A RESIDENT OF OR AN ENTITY REGISTERED IN SINGAPORE.

If you are a resident of or an entity registered in Singapore, the following terms shall apply and govern these Terms. To the extent there is any conflict or inconsistency between the body of the Terms and this Part E of Schedule 1, this Part E of Schedule 1 shall control.

1. **A new Section 11.6 shall be added to the main body of the Terms**: "**Non-excludable liabilities by law.** Nothing contained in these Terms shall have the effect of excluding either party's liability for death or personal injury or any other liability that cannot be excluded by the Parties pursuant to the laws of Singapore.

2. **Sections 11.1, 11.2, 11.3, 11.4 of the main body of the Terms and any other Sections which limit or exclude Temu's liability under these Terms shall be amended to include the following:** "Subject always to Section 11.6 (Non-excludable liabilities by law)".

3. **Section 16.8 shall be replaced in its entirety with the following**: "Except as specifically provided herein, a person or entity that is not a party to these Terms has no rights under the Contracts (Rights of Third Parties) Act 2001 of Singapore, to enforce any term of, or enjoy any benefit under, these Terms.

4. **Additional Singapore Terms**: Singapore Data Privacy Laws**.** Without limiting any other provision in these Terms, You undertakes to comply with your obligations under the Personal Data Protection Act (2012), regulations and guidelines hereunder and all other Applicable Laws in Singapore or otherwise applicable to You relating to the collection, use and disclosure of Personal Data relevant to Your providing the Applications or other Partner Services.

5. **Additional Singapore Terms (Dispute Resolution)**: The Parties agree to irrevocably and unconditionally that all suits, actions or other proceedings arising out of or relating to any dispute or claim arising out of or relating to these Terms or your access to or use of the Platform Services shall be submitted for mediation at HKIAC in accordance with its then current Mediation Rules. Any party may

submit a written request for mediation to the other party with copies to HKIAC upon which the other party will be bound to participate in the mediation. Unless otherwise agreed between the parties, the mediation will take place in Hong Kong and will be conducted in English language. The parties agree to be bound by any settlement agreement reached.

PART F

THIS PART F OF SCHEDULE 1 WILL APPLY IF YOU ARE A RESIDENT OF OR AN ENTITY REGISTERED IN KOREA.

If you are a resident of or an entity registered in Korea, the following terms shall apply and govern these Terms. To the extent there is any conflict or inconsistency between the body of these Terms and this Part F Schedule 1, this Part F of Schedule 1 shall control.

1. **Section 14.3 shall be replaced in its entirety with the following**: "We may terminate your use of any Platform Services and/or any licenses granted in these Terms for unavoidable circumstances, provided that we give you written notice of the reason at least three months prior to termination."

2. **Section 14.4 shall be replaced in its entirety with the following**: "We may suspend or terminate your access to the Platform Services or these Terms immediately if we have indications that: (i) you have materially breached these Terms and you fail to correct the breach within 7 days of being requested by Temu to do so, (ii) your Account may have been used in a deceptive, fraudulent or illegal manner, or by a third party and you fail to correct it within 7 days of being requested by Temu to do so, (iii) you become bankrupt or insolvent or become non-operable for any reason, (iv) we are under a legal obligation or requirement to do so, or (v) your financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of these Terms is in jeopardy."

3. **Additional Korea Terms (Dispute Resolution)**: The Parties agree to irrevocably and unconditionally that all suits, actions or other proceedings arising out of or relating to any dispute or claim arising out of or relating to these Terms or your access to or use of the Platform Services shall be submitted for mediation at HKIAC in accordance with its then current Mediation Rules. Any party may submit a written request for mediation to the other party with copies to HKIAC upon which the other party will be bound to participate in the mediation. Unless otherwise agreed between the parties, the mediation will take place in Hong Kong and will be conducted in English language. The parties agree to be bound by any settlement agreement reached.

PART G

THIS PART E OF SCHEDULE 1 WILL APPLY IF YOU ARE A RESIDENT OF OR AN ENTITY REGISTERED IN MEXICO.

If you are a resident of or an entity registered in Mexico, the following terms shall apply and govern these Terms. To the extent there is any conflict or inconsistency between the body of the Terms and this Part G of Schedule 1, this Part G of Schedule 1 shall control.

1. **A new paragraph shall be added to Section 5.4**: "We reserve the right to continue using your Partner Services Information for: (i) the purposes and period set out in your obligations after these Terms end and our obligations after these Terms end; and (ii) comply with applicable data retention periods.

2. **Additional Mexico Terms**: Mexico Data Privacy Laws**.** Without limiting any other provision in these Terms, You undertake to comply with your obligations under the Federal Law on the Protection of Personal Data Held by Private Parties (*Ley Federal de Protección de Datos Personales en Posesión de los Particulares*) (2010), and all other Applicable Laws in Mexico or otherwise applicable to You relating to the collection, use and disclosure of Personal Data relevant to You and these Terms and any applicable local regulations, and guidelines issued by any applicable authorities. For the purposes of these Terms, Personal Data includes "personal data" as that term is defined in the Federal Law on the Protection of Personal Data Held by Private Parties, as amended from time to time.

3. **A new paragraph shall be added to Section 8.5**: "You represent, warrant and undertake that you and your contractors, Personnel, agents and any third party acting in your name, on your account, for your benefit or through the means you provided, shall at all times comply with the obligations imposed in: (i) the General Law of Administrative Responsibilities la (*Ley General de Responsabilidades Administrativas*); (ii) the Federal Criminal Code and the Criminal Codes of each of the Federal Entities that make up the Mexican Republic, as well as Mexico City (*Código Penal Federal y los Códigos Penales de cada una de las Entidades Federativas de la República Mexicana, así como la Ciudad de México*); and (iii) any other law, treaty or international convention, regulation, guideline and, in general, any regulation related to the fight against corruption, bribery, money laundering or other similar activities, in force in Mexico or in any other jurisdiction where you carry out commercial

activities (the "**Anti-Corruption Laws**").

You hereby represent, warrant and undertake that that none of your Personnel, contractors, agents and/or any third party acting on your behalf, for your account, for your benefit or through the means provided by you: have authorized, offered, promised and/or delivered any money, securities, gifts, and/or any other thing of value for the purpose of influencing, directly or indirectly any: (i) public officials; and/or (ii) any person for the purpose of: (a) violating Anti-Corruption Laws; (b) acting in breach of a duty of good faith; (c) acting in a biased manner or contrary to their legal, and/or contractual obligations; or (d) rewarding such person for acting improperly and/or illegally.

Neither you nor your, Personnel, contractors, and/or agents (a) has committed an offence under the Anti-Corruption Laws; (b) has been notified that it is subject to an investigation relating to an alleged offence or prosecution under the Anti-Corruption Laws; and (c) are aware of any circumstances that could give rise to an investigation relating to an alleged offence or prosecution under the Anti-Corruption Laws; and (d) you, and your directors, employees, associates, contractors, and/or agents are committed to immediately notify Temu in writing of any actual or suspected corruption activity or malpractice."

4. **A new paragraph shall be added to Section 8.5**: You represent, warrant and undertake that all assets and funds used in the Platform Services, whether present or future, are your own property and originate from lawful sources. Therefore, these assets and funds will not be used for, nor are they intended to be used for, activities related to money laundering or the financing of terrorism, as described in Articles 400 *Bis* and 139 *Quáter of the Federal Criminal Code*.

   By using the Platform Services, you agree that you and your affiliates, as well as your partners, shareholders, Personnel, agents, and any third party acting on your behalf: *(i)* comply with the obligations imposed by the Federal Law for the Prevention and Identification of Operations with Illicit Proceeds (*Ley Federal para la Prevención e Identificación de Operaciones con Recursos de Procedencia Ilícita*) and any other relevant laws, treaties, international conventions, regulations, or guidelines related to anti-money laundering (AML) and countering the financing of terrorism (CFT) in Mexico or any other jurisdiction where you conduct business; *(ii)* have never been subject or notified by any Mexican or foreign administrative or judicial authority of an investigation related to money laundering or the financing of terrorism; and

(iii) have never been included in any sanctions list issued by Mexican or foreign authorities or international bodies, including but not limited to the List of Blocked Persons and the list referred to in the article 69-B of the Federal Tax Code, issued by the Ministry of Finance and Public Credit *(Secretaría de Hacienda y Crédito Público*), the Specially Designated Nationals and Blocked Persons List, the Consolidated Sanctions List maintained by OFAC, or any list issued by the United Nations Security Council.

Temu reserves the right to immediately suspend or terminate your use of any Platform Services if you, your affiliates, partners, shareholders, Personnel, agents, or any third party acting on your behalf are found to be involved in any of the situations described in the preceding paragraph.

PART H

THIS PART H OF SCHEDULE 1 WILL APPLY IF YOU ARE A RESIDENT OF OR AN ENTITY REGISTERED IN BRAZIL.

If you are a resident of or an entity registered in Brazil, the following terms shall apply and govern these Terms. To the extent there is any conflict or inconsistency between the body of these Terms and this Part H of Schedule 1, this Part H of Schedule 1 shall control.

1. **Additional Brazilian Terms (Dispute Resolution)**: The Parties agree that they shall not be obligated to submit to any arbitration proceedings or any clauses related thereto, and that all suits, actions or other proceedings arising out of or relating to any dispute or claim arising out of or relating to these Terms or your access to or use of the Platform Services shall be governed by the Brazilian applicable laws. To the extent permitted by the applicable Brazilian law, any disputes arising out of or in connection with these Terms shall be submitted to the Courts of São Paulo/SP, without prejudice to those that shall necessarily be submitted to the place of residence of the Partner.

PART I

THIS PART I OF SCHEDULE 1 WILL APPLY IF YOU ARE A RESIDENT OF OR AN ENTITY REGISTERED IN TÜRKİYE.

If you are a resident of or an entity registered in Türkiye, the following terms shall apply and govern these Terms. To the extent there is any conflict or inconsistency between the body of these Terms and this Part I of Schedule 1, this Part I of Schedule 1 shall control.

1. The Parties agree that any dispute or claim arising out of or relating to these Terms or your access to or use of the Platform Services (each, a "**Dispute**") will be resolved by final and binding arbitration administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules and Mediation Procedures. There shall be one arbitrator agreed to by the Parties within twenty (20) days of receipt by respondent of the written demand for arbitration or in a default thereof appointed by the AAA in accordance with its commercial rules. The place of the arbitration shall be Boston, Massachusetts. Arbitral awards shall be final and binding on the Parties and may be entered and enforced in any court having jurisdiction. Judgment on the award shall be final and non-appealable. Except as may be required by law, neither Party nor the arbitrator may disclose the existence, content or results of any arbitration arising out of or relating to these Terms without the prior written consent of both Parties, unless to protect or pursue a legal right. The Parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Arbitration Notice was frivolous or was brought for an improper purpose.

2. **The Parties agree that any Dispute will be resolved only on an individual basis and not on a class, representative or collective basis.** This subsection does not prevent either Party from participating in a class-wide settlement of claims.

3. You agree that any claim against us must be brought within one year of the date on which you first become aware, or reasonably should have become aware, of facts giving rise to such claim. You agree that this one-year limitations period is reasonable and that if you fail to provide notice of intent to initiate an informal dispute resolution conference within such time, your claim will be forever barred and may not be pursued against us, either in arbitration or a court.

SCHEDULE 2

THIS SCHEDULE 2 WILL APPLY IF YOU ARE A PARTNER HAVING YOUR PLACE OF ESTABLISHMENT OR RESIDENCE IN THE EU OR THE UK AND USING EU TEMU PARTNER PLATFORM.

If you will provide Partner Services through EU Temu Partner Platform and have your place of establishment or residence in the EU or the UK, the following terms shall apply and govern these Terms. To the extent there is any conflict or inconsistency between the body of the Terms and this Schedule 2, this Schedule 2 shall control.

1. **Section 2.3 shall be replaced in its entirety with the following**: "We may amend, revise, add, abolish or restate these Terms from time to time for legal, compliance, security, commercial or other reasons and publish the revised Terms on the Temu Partner Platform, which amongst other things, is the online portal made available to you to facilitate the operation and management of your Account. We will also notify you of the proposed changes to these Terms by email or another durable medium. The revised Terms will take effect no less than fifteen (15) days from the date of such notification. We will give you more notice if necessary to allow you to make technical or commercial adaptations to comply with the proposed changes. We won't give you advance notice if we have to make a change with immediate effect, whether for legal or regulatory reasons or to protect us, our suppliers or our customers from fraud, malware, spam, data breaches or other cybersecurity risks. If you do not agree with the revised Terms, you shall have the right to terminate the agreement before the expiry of this notice period, with such termination taking effect within fifteen (15) days from the receipt of the notice. If you list new Platform Services after the Revised Terms have been notified to you, then you shall be deemed to have fully accepted and agreed to be bound by the Revised Terms. For the avoidance of doubt, changes to these Terms will not have retroactive effect except when they are required to respect a legal or regulatory obligation or when the retroactive change is beneficial to the customers."

2. **A new paragraph shall be added to Section 5.4**: "As soon as reasonably possible after these Terms end, we will stop all use of your Partner Services Information on the Temu Platform. However, we reserve the right to continue using your Partner Services Information for the purposes and period set out in your obligations after these Terms end and our obligations after these Terms end. Except as stated above, we won't acquire any rights to your Partner Services

Information and any goodwill generated by our use of your materials on the Temu Partner Platform or through our marketing activities will accrue to you."

3. Item (viii) and (ix) of Section 8.1 shall be replaced with the following and applied to the Partners using EU Temu Partner Platform: "(viii) you are a trader as defined under European Union law. For the avoidance of doubt, "trader" means "any natural or legal person who is acting for purposes relating to his trade, business, craft or profession and anyone acting in the name of or on behalf of a trader; and (ix) you commit to only offering Partner Services that comply with the applicable rules of European Union law".

4. **Section 9.4(6) shall be deleted without replacement**.

5. **A new Section 9.5 shall be added to the main body of these Terms**: "In exercising our rights under Sections 9.2 and 9.4, we will provide you a clear and specific written statement of the reasons for such action being taken, unless we are subject to a legal or regulatory obligation not to provide a specific written statement of the reasons or where we can demonstrate that you have repeatedly breached these Terms. We will consider your legitimate interests and the legitimate interests of other customers, rights and interests of third parties, including the legitimate interest of owners of intellectual property rights and data protection rights, as well as our own rights as an intermediary service provider. We will in particular consider the severity of the breach, violation or infringement and whether there is evidence that you are not at fault for the breach. If we impose any measures on you, we will inform of the measures taken and provide you with a justification within the framework of any existing and applicable legal obligations."

6. **Section 14.3 shall be replaced in its entirety with the following**: "We may unilaterally terminate your use of any Platform Services and/or any licenses granted in these Terms for convenience with 30 days' advance written notice. When terminating these Terms with you, we will provide a reason for the termination."

7. **Section 14.4 shall be replaced in its entirety with the following**: "We may suspend or terminate your access to the Platform Services or these Terms immediately if (a) we are subject to a legal or regulatory obligation which requires us to terminate the agreement in a manner which does not allow us to abide by the 30-day notice period; or (b) under an imperative reason pursuant to Applicable Law; or (c) we can demonstrate that you have repeatedly infringed the terms of these Terms. When terminating these Terms, we will provide a written statement of the reason(s) for the termination. When we terminate the agreement with you due to the provision of illegal content or content that does not comply with these

Terms, we will provide you with a statement of reasons for our decision to terminate the Agreement. The statement of reasons will at least include the information set out in Article 17(3) of the EU Digital Services Act (where applicable)."

8. **Section 15.6 be added to the main body of these Terms**: "If you want to complain about our services or the way we've treated you, including because you disagree with us refunding or compensating a customer, restricting or suspending a listing for your Platform Services or ending these Terms, please contact us via partner@temu.com. We will duly consider your complaint adequately address the issue raised and communicate the outcome to you in an individualized manner and drafted in plain and intelligible language. If we can't resolve your complaint in this way, either of us can request mediation (see Section 15.7). In addition, we are both able to bring legal action at any time.

9. **Section 15.7 shall be added to the main body of these Terms**: Either you or we can request that any dispute between us be referred to the mediation services offered by the Centre for Effective Dispute Resolution (CEDR) at https://www.cedr.com/p2b/. Both you and we must act in good faith when considering any requests for mediation and engaging in any mediation. We may refuse mediation of a dispute which has previously been mediated if the mediator determined you weren't acting in good faith in that mediation. We may also refuse mediation of any dispute connected to other disputes in which a mediator has repeatedly found in our favor. We will bear a reasonable proportion of the total costs of any mediation, taking into account all relevant elements of the dispute, as determined by the mediator.