

Term of Use

First enacted: March 2024

PLEASE READ THESE TERMS OF USE CAREFULLY. ACCESSING OR USING THIS WEBSITE CONSTITUTES ACCEPTANCE OF THESE TERMS OF USE ("TERMS"), AS SUCH MAY BE REVISED BY SHANXI HUAYING SHANGSHI CATERING CO., LTD. AND ITS PARENT AND OTHER AFFILIATED COMPANIES ("HEIHONGTANG") FROM TIME TO TIME, AND IS A BINDING AGREEMENT BETWEEN THE USER ("USER" OR "YOU") AND HEIHONGTANG GOVERNING THE USE OF THE WEBSITE. IF USER DOES NOT AGREE TO THESE TERMS, USER SHOULD NOT ACCESS OR USE THIS WEBSITE. THESE TERMS CONTAIN DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT OUR LIABILITY TO USER.

These Terms apply to your access to, and use of, all or part of any website or mobile of HEIHONGTANG, including <https://www.heihongtang.com/> and any other sites, mobile application or online service where these Terms are posted (collectively, the "Sites"). These Terms do not alter in any way the terms or conditions of any other agreement you may have with HEIHONGTANG for products, services or otherwise.

In the event there is any conflict or inconsistency between these Terms and any other terms of use that appear on the Sites, these Terms will govern. However, if you navigate away from the Sites to a third-party site, you may be subject to alternative terms and conditions of use, as may be specified on such site, which will govern your use of that site.

While we make reasonable efforts to provide accurate and timely information about HEIHONGTANG on the Sites, you should not assume that the information is always up to date or that the Sites contain all the relevant information available about HEIHONGTANG.

You agree that we may provide notices, disclosures and amendments to these Terms by electronic means, including by changing these Terms by posting revisions on the Sites.

Eligibility

The Sites are not targeted towards, nor intended for use by, anyone under the age of 13. A USER MUST BE AT LEAST AGE 13 TO ACCESS AND USE THE SITES. If the User is between the ages of 13 and 18, he or she may only use the Sites under the supervision of a parent or legal guardian who agrees to be bound by these Terms. User represents and warrants that (a) he/she is not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country; and (b) he/she is not listed on any U.S. government list of prohibited or restricted parties.

In order to participate in certain areas of our Sites, you will need to register for an account. You agree to (a) create only one account; (b) provide accurate, truthful, current and complete information when creating your account; (c) maintain and promptly update your account information; (d) maintain the security of your account by not sharing your password with others and restricting access to your account and your computer; (e) promptly notify HEIHONGTANG if you discover or otherwise suspect any security breaches relating to the Sites; and (f) take responsibility for all activities that occur under your account and accept all risks of unauthorized access.

Privacy

Please read the Privacy Policy carefully to understand how HEIHONGTANG collects, uses and discloses personally identifiable information from its users. By accessing or using the Sites, you consent to all actions that we take with respect to your data consistent with our Privacy Policy.

Copyright, Trademarks, and User License

Unless otherwise indicated, the Sites and all content and other materials therein, including, without limitation, the HEIHONGTANG logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, “Site Materials”) are the property of HEIHONGTANG or its licensors or users and are protected by U.S. and international copyright laws. HEIHONGTANG Coffee Company, HEIHONGTANG, the HEIHONGTANG logo, and other HEIHONGTANG trademarks, service marks, graphics, and logos used in connection with the Sites are trade names, trademarks or registered trademarks of HEIHONGTANG (collectively “HEIHONGTANG Marks”). Other trademarks, service marks, graphics and logos used in connection with the Sites are the trademarks or registered trademarks of their respective owners (collectively “Third Party Marks”). The HEIHONGTANG Marks and Third-Party Marks may not be copied, imitated, or used, in whole or in part, without the prior written permission of HEIHONGTANG or the applicable trademark holder. The Sites and the Content are protected by copyright, trademark, patent, trade secret, international treaties,

state and federal laws, and other proprietary rights and also may have security components that protect digital information only as authorised by HEIHONGTANG or the owner of the Content. All rights not expressly granted are reserved.

Subject to these Terms, HHEIHONGTANG grants the User a personal, non-exclusive, non-transferable, limited, and revocable license to use the Sites for personal use only in accordance with these Terms ("User License"). Any use of the Sites in any other manner, including, without limitation, resale, transfer, modification or distribution of the Sites or text, pictures, music, barcodes, video, data, hyperlinks, displays, and other content associated with the Sites ("Content") is prohibited. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring in any manner, whether by implication, estoppel or otherwise, any title or ownership of, or exclusive use-rights to, any intellectual property or other right and any goodwill associated therewith. These Terms and User License also govern any updates to, or supplements or replacements for, the Sites, unless separate terms accompany such updates, supplements, or replacements, in which case the separate terms will apply.

Digital Millennium Copyright Act ("DMCA") Notice

If you believe any material available via the Sites infringes a copyright you own or control, you may file a notification of such infringement with our Designated Agent to HEIHONGTANG Customer Service department by email at info@honorteauk.com.

Please see 17 U.S.C. §512(c)(3) for the requirements of a proper notification. You should note that if you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

If a notice of copyright infringement has been filed against material posted by you on the Sites, you may make a counter-notification with our Designated Agent listed above, provided that such counter-notification complies with the requirements of 17 U.S.C. §512(g)(3). If HEIHONGTANG receives a valid counter-notification, it may reinstate the removed or disabled material in accordance with the DMCA.

In accordance with the DMCA and other applicable law, HEIHONGTANG has also adopted a policy of terminating, in appropriate circumstances and in our sole discretion, users who are deemed to be repeat infringers. HEIHONGTANG may also, in its sole discretion, limit access to the Sites and/or terminate the accounts of any

users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Acceptable Use

User's use of the Sites, any Content, and any information provided by the User including user names and passwords, addresses, email addresses, phone number, financial information (such as credit card numbers), information related to a HEIHONGTANG membership or employer name ("User Information") transmitted in connection with the Sites is limited to the contemplated functionality of the Sites. In no event may the Sites be used in a manner that (a) harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any other party (including but not limited to rights of publicity or other proprietary rights); (b) is unlawful, fraudulent, or deceptive; (c) provides sensitive personal information unless specifically requested by HEIHONGTANG; (d) includes spam or any unsolicited advertising; (e) uses technology or other means to access HEIHONGTANG or Content that is not authorized by HEIHONGTANG; (f) uses or launches any automated system, including without limitation, "robots," "spiders," or "offline readers," to access HEIHONGTANG or Content; (g) attempts to introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment; (h) attempts to gain unauthorized access to HEIHONGTANG' computer network or user accounts; (i) encourages conduct that would constitute a criminal offense or that gives rise to civil liability; (j) violates these Terms; (k) attempts to damage, disable, overburden, or impair HEIHONGTANG' servers or networks; (l) impersonates any person or entity or otherwise misrepresents your identity or affiliation with another person or entity; or (m) fails to comply with applicable third party terms (collectively "Acceptable Use"). HEIHONGTANG reserves the right, in its sole discretion, to terminate any User License, terminate any User's participation in the Sites, remove Content, or assert legal action with respect to Content or use of the Sites, that HEIHONGTANG reasonably believes is or might be in violation of these Terms. HEIHONGTANG' failure or delay in taking such actions does not constitute a waiver of its rights to enforce these Terms.

User Content

HEIHONGTANG does not control, take responsibility for or assume liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is HEIHONGTANG liable for any user conduct or any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. The interactive areas are generally designed as open and public community areas for connecting and sharing with other people. When you participate in these areas, you understand that certain information and content you choose to post may be displayed publicly. You are solely

responsible for your use of the Sites and agree to use the interactive areas at your own risk.

If you become aware of User Content that you believe violates these Terms (with the exception of copyright infringement which is addressed in the Digital Millennium Copyright Act Notice section), you may report it by clicking on the "Report Abuse" or "Flag" links located just below each piece of User Content. Enforcement of these Terms however, is solely in our discretion and absence of enforcement in some instances does not constitute a waiver of our right to enforce the Terms in other instances. In addition, these Terms do not create any private right of action on the part of any third party or any reasonable expectation or promise that the Sites will not contain any content that is prohibited by these Terms. Although HEIHONGTANG has no obligation to screen, edit or monitor any of the User Content posted on the Sites, HEIHONGTANG reserves the right, and has absolute discretion, to remove, screen or edit any User Content on the Sites at any time and for any reason without notice. You are solely responsible for creating backup copies and replacing any User Content you post or store on the Sites at your sole cost and expense.

If you are viewing the Sites on a public computer or are otherwise using a computer to which multiple people have potential access, be sure to follow all relevant instructions to ensure you are sufficiently disconnected and logged off the Sites and the computer system you are using to prevent unauthorized User Content.

You represent and warrant that your User Content is not subject to any confidentiality obligations and that you own and control all of the rights to the User Content, have the lawful right to distribute and produce such User Content, or otherwise have the right to grant the rights to HEIHONGTANG that you grant herein. HEIHONGTANG claims no ownership or control over any User Content, except as otherwise provided herein, on the Sites or in a separate agreement. However, by submitting or posting User Content on the Sites, you grant HEIHONGTANG and its designees a worldwide, perpetual, irrevocable, non-exclusive, fully-paid up and royalty free license to use, sell, reproduce, prepare derivative works, combine with other works, alter, translate, distribute copies, display, perform, publish, license or sub-license the User Content and your name and likeness provided in connection with such use of your User Content. By posting User Content, you hereby release HEIHONGTANG and its agents and employees from any claims that such use, as authorized above, violates any of your rights and you understand that you will not be entitled to any compensation for any use of your User Content.

Submission of Ideas

Separate and apart from the User Content you provide, you may submit questions, comments, feedback, suggestions, ideas, improvements, plans, notes, drawings, original or creative materials or other information about HEIHONGTANG, our Sites and our products (collectively, "Ideas") either through the website. The Ideas you submit are voluntary, non-confidential, gratuitous and non-committal. Please do not send us Ideas if you expect to be paid or want to continue to own or claim rights in them; your Ideas might be great, but we may have already had the same or similar idea and we do not want disputes. You must also inform us if you have a pending or registered patent relative to the Idea.

You represent and warrant that your Idea is not subject to any confidentiality obligations or third party intellectual property encumbrances and that you own and control all of the rights to the Idea and have the authority to grant the rights to HEIHONGTANG that you grant herein.

By submitting your Idea, you grant HEIHONGTANG and its designees a worldwide, perpetual, irrevocable, non-exclusive, fully-paid up and royalty free license to use, sell, reproduce, prepare derivative works, combine with other works, alter, translate, distribute copies, display, perform, publish, license or sub-license the Idea and shall be entitled to the unrestricted use and dissemination of Ideas for any purpose, commercial or otherwise, without acknowledgment or compensation to you. By submitting your Idea, you hereby release HEIHONGTANG and its agents and employees from any claims that such use violates any of your rights.

HEIHONGTANG shall own exclusive rights, including all intellectual property rights, to any work it creates or has created from the Idea or a similar idea of its own.

Links to Sites

You are granted a limited, non-exclusive right to create text hyperlinks to the Sites for noncommercial purposes, provided such links do not portray HEIHONGTANG in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any obscene, pornographic, sexually explicit or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. In addition, you may not use HEIHONGTANG' logo or other proprietary graphics to link to our Sites without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any HEIHONGTANG trademark, logo or other proprietary information, including the images found at the Sites, the content of any text or the layout/ design of any page or form contained on a page on the Sites without our express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or

under any patent, trademark, copyright or proprietary right of HEIHONGTANG or any third party. HEIHONGTANG makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of websites linking to the Sites. Such sites are not under the control of HEIHONGTANG and HEIHONGTANG is not responsible for the content of any linked site or any link contained in a linked site, or any review, changes or updates to such sites.

Indemnification

The User agrees to defend, indemnify, and hold harmless HEIHONGTANG, its parent, subsidiary and other affiliated companies, independent contractors, service providers and consultants, and their respective employees, contractors, agents, officers, and directors ("HEIHONGTANG Indemnitees") from any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including attorneys' fees) ("Claims") that arise from or relate to the User's use or misuse of the Sites, violation of these Terms, violation of any rights of a third party, any User Content or Ideas you provide, or your conduct in connection with the Sites. Notwithstanding the foregoing, this indemnification provision shall not apply to any Claims caused by a HEIHONGTANG Indemnitee's sole negligence. HEIHONGTANG reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by the User, in which event the User will cooperate in asserting any available defenses.

Warranties; Disclaimers

HEIHONGTANG IS PROVIDING THE SITES TO THE USER "AS IS" AND THE USER IS USING THE SITES AT HIS OR HER OWN RISK. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, HEIHONGTANG DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT THE SITES ARE MERCHANTABLE, RELIABLE, AVAILABLE, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, NON-INFRINGEMENT, FREE OF DEFECTS OR VIRUSES, ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, THAT THE USE OF THE SITES BY THE USER IS IN COMPLIANCE WITH LAWS APPLICABLE TO THE USER, OR THAT USER INFORMATION TRANSMITTED IN CONNECTION WITH THE SITES WILL BE SUCCESSFULLY, ACCURATELY, OR SECURELY TRANSMITTED OR RECEIVED. THE MATERIALS AND INFORMATION ON THE SITES MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. NOTWITHSTANDING THE FOREGOING, NONE OF THE DISCLAIMERS IN THIS PARAGRAPH SHALL APPLY TO WARRANTIES RELATED TO PERSONAL INJURY.

No Liability

SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL HEIHONGTANG OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS OR AGENTS (A) BE LIABLE TO THE USER WITH RESPECT TO USE OF THE SITES, THE CONTENT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SITES (INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM HEIHONGTANG), OR ANY DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO HEIHONGTANG' RECORDS, PROGRAMS OR SERVICES; AND (B) BE LIABLE TO THE USER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOSS, THEFT OR CORRUPTION OF USER INFORMATION, OR THE INABILITY TO USE THE SITES OR ANY OF THEIR FEATURES. THE USER'S SOLE REMEDY IS TO CEASE USE OF THE SITES.

Third Party Content, Sites, Products and Services (including Advertising and Promotions)

HEIHONGTANG may provide third party content on the Sites (including embedded content) or links to third-party web pages, content, applications, products and services, including advertisements and promotions (collectively, "Third Party Content") as a service to those interested in this information. We do not control, endorse or adopt any Third-Party Content, including that the inclusion of any link does not imply affiliation, endorsement or adoption by HEIHONGTANG of any site or any information contained therein, and can make no guarantee as to its accuracy or completeness. You acknowledge and agree that HEIHONGTANG is not responsible or liable in any manner for any Third-Party Content and undertakes no responsibility to update or review such Third-Party Content. You agree to use such Third-Party Content contained therein at your own risk. When you visit other sites via Third Party Content, or participate in promotions or business dealings with third parties, you should understand that our terms and policies no longer govern, and that the terms and policies of those third-party sites will now apply. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from our Sites. You must comply with any applicable third-party terms when using the Sites.

Modifications to the Sites

HEIHONGTANG reserves the right to modify or discontinue, temporarily or permanently, the Sites or any features or portions thereof without prior notice. You agree that HEIHONGTANG will not be liable for any modification, suspension or discontinuance of the Sites or any part thereof.

Financial Material Disclosures

Forward-Looking Statements: The Sites, and any documents issued by HEIHONGTANG and available through the Sites, may contain statements which constitute forward-looking statements within the meaning of the U.S. Private Securities Litigation Reform Act of 1995. Forward-looking statements can be identified by the fact that they do not relate strictly to historical or current facts. They often include words such as “believes,” “expects,” “anticipates,” “estimates,” “intends,” “plans,” “seeks” or words of similar meaning, or future or conditional verbs, such as “will,” “should,” “could” or “may.” Forward-looking statements include statements made as to future operations, costs, capital expenditures, cash flow, product developments, operating efficiencies, sales and earnings estimates or trends and expansion plans, initiatives and projections. These forward-looking statements are based on our expectations as of the date such forward-looking statements are made and are neither predictions nor guarantees of future events or circumstances. Actual future results and trends may differ materially depending on a variety of factors including the risks detailed in the company’s filings with the Securities and Exchange Commission, including the “Risk Factors” section of HEIHONGTANG Annual Report on Form 10-K for the most recent fiscal year ended. The company assumes no obligation to update any of these forward-looking statements.

Press Releases: The information contained within press releases issued by HEIHONGTANG should not be deemed accurate or current except as of the date the release was posted. HEIHONGTANG specifically disclaims any duty to update, the information in the press releases. To the extent any information therein is forward-looking it is intended to fit within the safe harbor for forward-looking statements and is subject to material risk.

Third-Party Financial Information: As a service, HEIHONGTANG may provide links to third-party websites or services that contain financial or investment information about HEIHONGTANG. HEIHONGTANG neither regularly monitors nor has control over the content of third parties' statements or websites. Accordingly, HEIHONGTANG does not endorse or adopt, nor make any representations or warranties whatsoever regarding the accuracy or completeness, of those websites or any information contained therein, including, without limitation, analysts' reports and stock quotes. Users visit these websites and use the information contained therein at their own risk.

Dispute Resolution

The interpretation and application of the Terms and use of the Sites, as well as disputes relating to the Terms, shall be submitted to Shenzhen Court of International Arbitration for arbitration and conducted in Chinese under the Rules of “Shenzhen Court of International Arbitration Arbitration Rules”. The arbitral award shall be final and binding on the Parties.

Governing Law and Jurisdiction

These Terms and use are governed by the laws of the People’s Republic of China.

You acknowledge and agree that upon our request, you shall first use your best endeavours to resolve any dispute with us through private negotiations first. The party initiating the dispute must send the other a written notice of the dispute that includes all of this information: (a) information sufficient to identify any transaction and account at issue; (b) contact information (including name, address, telephone number, and email address); and (c) a detailed description of the nature and basis of the dispute and the relief sought, including a calculation for it. The notice must be personally signed by the party initiating the dispute (and their counsel, if represented). If you have the dispute with us, you must send this notice to our Customer Service department by email at info@honorteauk.com. If we have a dispute with you, we will send this notice to the most recent contact information we have for you. For a period of 60 days from receipt of a completed notice (which can be extended by agreement of the parties), you and we agree to negotiate in good faith in an effort to informally resolve the dispute. The party receiving the notice may request a telephone settlement conference to aid in the resolution of the dispute.

The Terms will be available in multiple languages, but if there are differences or doubts in the multilingual version, the Chinese version shall prevail.

Termination

Notwithstanding any of these Terms, HEIHONGTANG reserves the right, without notice and in its sole discretion, to terminate your license to use the Sites and to block or prevent your future access to and use of the Sites. HEIHONGTANG’ failure or delay in taking such actions does not constitute a waiver of its rights to enforce these Terms.

Changes

HEIHONGTANG reserves the right to change or modify these Terms or any other HEIHONGTANG policies related to use of the Sites at any time and at its sole discretion by posting revisions on the Sites. Continued use of the Sites following such changes or modifications to the Terms or other HEIHONGTANG policies will constitute acceptance of such changes or modifications.

Severability and Survival

Except as otherwise provided herein, if any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, the following sections shall survive termination of these Terms: (a) Indemnification; (b) Warranties; Disclaimers; (c) No Liability; (d) Dispute Resolution; and (e) Governing Law and Jurisdiction.

Notice to California Residents

Under California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights information: the provider of the Sites is HEIHONGTANG. To file a complaint regarding the Sites or to receive further information regarding use of the Sites, send a letter to the above address or contact HEIHONGTANG via email (with "California Resident Request" as the Subject Line).

Contact

Except as otherwise provided in these Terms, any questions, complaints, or claims regarding the Sites should be directed to HEIHONGTANG Customer Service department by email at info@honorteauk.com.