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# Privacy Policy of the GhostCut

Update date: May 17, 2023

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR APPLICATIONS (INCLUDING OUR WEBSITE).**

## **Preface**

We, Shanghai Zhao Li Technology Co., Ltd., and our affiliates (Room 1\_203, No.337 Shahe Road, Jiangqiao Town, Jiading District, Shanghai, hereinafter referred to as “Company”), as the operators of the GhostCut Software (hereinafter referred to as “Software” or “Platform”), are fully aware of the importance of personal information for you. We will protect your personal information and privacy in accordance with laws and regulations. This “Privacy Policy of the GhostCut” (hereinafter referred to as the “Privacy Policy”) will help you understand in detail how we collect, use, store, transmit, share, transfer (if applicable) and protect your personal information, and how you consult, duplicate, transfer, correct or supplement, delete your personal information, and how to withdraw your authorization. Please read and understand this Privacy Policy carefully before using our services.

**Special Reminder: Please read this Privacy Policy carefully and be sure to understand our rules of processing. Among them, the important content related to your personal information rights and interests has been noticed in the form of bold fonts, underlined, etc. You shall pay special attention to it. If you have any questions of the Software, you can contact our customer service for consultation. If you do not agree with any terms in the agreement, you shall stop accessing and using immediately.**

This policy will help you understand the followings:

1. Definition
2. How do we collect and use personal information

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3. How do we use technologies such as cookies
  4. How do we share, transfer, and disclose personal information
  5. How do we store and protect personal information
  6. User rights
  7. Provisions on the protection of minors
  8. Revision and notification of personal information protection policy
  9. Scope of application
  10. Contact us

## **I. Definition**

1.1. Personal information refers to various kinds of information individually or in combination with other information, identify a specific natural person or reflect the activities of a specific natural person. The personal information referred hereto is listed in the clause “How do we collect and use personal information”.

1.2. Personal sensitive information refers to personal information that, once leaked, illegally provided, or misused, may endanger the subject’s safety and property security, or easily lead to reputation, physical or mental health damage, or discriminatory treatment. **In addition to the unified definition and listing here, we also will remind you of the personal sensitive information in easy-reading form of bold fonts and underlined, or point out separately, etc. You shall pay attention to it.**

## **II. How Do We Collect and Use Personal Information**

We will only collect and use your personal information for the following purposes described in the Privacy Policy:

### **2.1. Registration and Login**

You can access and use the Software with an account. To enable you to better enjoy our services, we provide you with the following registration services:

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2.1.1. You shall provide your own email address to create your website account and set your own password. If you log in through the Mini Program, you can choose the email/WeChat third-party account authorization method to log in. **If you choose the latter, you need to authorize the third party (WeChat) to provide us with your WeChat nickname and avatar for registration.** If the Platform subsequently opens registration login channels such as the third-party account authorization and mobile phone verification, you can also follow instructions on the page prompts to register and log in.

2.1.2. After you successfully register an account, you can complete the relevant network identification information (account nickname, avatar, personal introduction, personal information, etc.) according to the requirements and the modules that the platform opens to users to fill in/modify.

## 2.2. Authentication

We will determine whether to perform user real-name authentication according to the specific requirements of the laws and regulations of your country/region. If needed, you shall provide your **real identity information (real name, ID card number, mobile phone number, etc.)** to complete the real-name authentication. **The information above is personal sensitive information. You can refuse to provide. If you refuse, you may not be able to obtain corresponding service, but it does not affect the normal use of other functions and services.**

## 2.3. Technical Services

2.3.1. **When you upload, download audio, video and pictures, we will ask you to authorize local device storage permissions, etc.** If you refuse to provide authorization, you will not be able to use this function, but it will not affect your normal use of other functions of the Software.

2.3.2. We will provide a certain amount of cloud storage space for your uploaded content and finished content after being edited ( hereinafter referred as “Finished Content”) , but we do not control, edit or download the above content.

## 2.4. Chargeable Service

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If you purchase our paid services, we will collect your **payment information (including payment channels, payment institutions, payment accounts, etc.) and paid service using information**, which will be retained as transaction vouchers.

Our paid services include a bulk publishing service, where you can choose to commission and instruct our system to automatically publish your finished clips to your account on a third-party platform. If you choose to use this service, you need to provide us with your relevant account information (including account interface information, etc.) in the third-party platform.

#### 2.5. Providing you with rewards

When you participate in our relevant activities (such as inviting friends) and receive the relevant activity rewards from us, we will obtain your corresponding personal information depending on the content of the rewards. For cash remittance, we will, with your consent, collect **your third-party payment institution account information** to complete the payment to you; for physical rewards, we will, with your consent, collect **your delivery address, delivery contact name and delivery contact cell phone number**.

#### 2.6. Improve Our Services

We may also obtain other information about you for reasonable needs to improve our products or services, including relevant feedback information provided when you contact customer service, questionnaire response information sent to us when you participate in a questionnaire survey, and related information that we authorized to obtain when you interact with our affiliates and our partners. **For the information collected from your various devices, we may associate them so that we can provide you with consistent services on these devices.** We may combine information from one service with information from other services to provide you with better services and suggestions.

#### 2.7. Ensure Your Security Of Using The Software

We are committed to providing you with a safe and reliable product and using environment, to providing high-quality and reliable services and information is our core goal. In order to improve the security of your use of our services, to protect the

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personal and property safety of you, other users or the public, and to better prevent security risks such as phishing websites, fraud, network bugs, computer viruses, network attacks, and network invading, and to identify the violations of laws and regulations or related platform agreement rules more accurately, **we may use or combine your registration information, device information, web logs, and the frequency of you using application, crash data, overall usage, performance data, and the sources of applications, to comprehensively judge your account and transaction risks, to perform identity verification, detect and prevent security incidents, and take necessary recording, auditing, analysis, and disposal measures in accordance with the law.** The specific information collected and the risks to be prevented are as follows:

2.7.1. To ensure the safe operation of software and services, we may collect information about **your device (which, depending on the type of device, may include hardware model, operating system version number, international mobile device identifier, unique device identifier, network device hardware address, IP address, WLAN access point, Bluetooth, base station, software version number, network access method, type, status, network quality data, operation, usage, etc.) and service log.**

2.7.2. To prevent malicious programs and necessary for safe operation, we will collect the overall software operation, usage and frequency, software crashes, overall installation and usage, performance data, and software sources.

2.7.3. We may use your account information, device information, service log information, and information that our affiliates and partners have obtained your authorization or can share in accordance with the law to determine account security, perform identity verification, detect, and prevent security incidents.

## 2.8. Purpose Change

You understand that with the development of our business, we may adjust and change the functions of the software and the services provided. In principle, if a new function or service is related to the function or service we currently provide, the personal information it collects and uses shall also be directly or reasonably related to the

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original processing purpose; **if it is not directly or reasonably related to the original processing purpose, we will inform you and obtain your consent before collecting and using the personal information.**

#### **2.9. Consent Exempted for collecting and using**

You understand that in the following situations, we do not need to obtain your consent for collecting and using your personal information in accordance with laws, regulations, and national standards:

- (1) the processing is necessary for the conclusion or performance of a contract to which the individual is a contracting party.
- (2) the processing is necessary to fulfill statutory functions or statutory obligations.
- (3) the processing is necessary to respond to public health emergencies or protect the life, health, or property safety of natural persons under emergency circumstances.
- (4) personal information is processed within a reasonable scope to conduct news reporting, public opinion-based supervision, or other activities in the public interest.
- (5) the personal information that has been disclosed by the individuals themselves or other personal information that has been legally disclosed is processed within a reasonable scope in accordance with this Law.
- (6) under any other circumstance as provided by any law or administrative regulation.

2.10. **You are especially reminded that if the information cannot identify your personal identity individually or in combination with other information, it does not belong to your personal information; The information which can identify your personal identity individually or in combination with other information, will be treated and protected as your personal information in accordance with the Privacy Policy .**

### **III. How Do We Use Technologies Such As Cookie**

Technologies such as cookies and device information identification are commonly used technologies on the Internet. When you use the Software and related services, we may use related technologies to send one or more cookies or anonymous identifiers to your device to collect and identify information about your visit and use of this Software. We promise that we will not use cookies for any purpose other than those

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stated in this Privacy Policy. We use cookies and similar technologies to implement the following functions or services:

### 3.1. Ensure the safe and efficient operation of the Software

We may set cookies or anonymous identifiers for authentication and security, so that we can confirm whether you log in to the service safely, or whether you have encountered embezzlement, fraud, or other illegal acts. These technologies will also help us improve the efficient operation of the Software and increase the speed of login and response.

### 3.2. Help your access more relaxed

This type of technology can help you avoid repeating filling in your personal information and entering search content.

### 3.3. Clearing of Cookies

You can clear cookies stored on your mobile device. If you clear it, you may not be able to use the services or corresponding functions provided by us that rely on cookies.

## **IV. How Do We Share, Transfer, and Disclose Personal Information**

### 4.1. Share

We will not share personal information that you have authorized to provide without your consent unless there is a legal reason for the sharing of personal information. The specific scenarios in which we share data include:

#### 4.1.1. Shared Information used to implement functions or services

(1) When you use the functions provided by our affiliates or third parties in the Software, or when software service providers, smart device providers, and system service providers cooperate with us to provide services for you, **we will share the information necessary to implement functions or services with these entities above**. The shared information will be used for comprehensive statistics and algorithmic analysis of characteristics and preferences to form an indirect portrait to

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recommend, display or push information that you may be interested in, or push specific functions, services, or advertising (if any) that are more suitable for you.

(2) When you purchase our chargeable services, we may share your **order information, payment account name and payment account number** and other information with payment institutions. This information is necessary for the purchase. Refusal to provide will result in you being unable to use the chargeable services, but it will not affect the normal use of other services.

(3) If you choose to participate in related activities jointly carried out by us and a third party, we may share with them the information generated during the activity and other necessary information that the third party can provide you with the related services timely. In accordance with the requirements of laws, regulations, or national standards, we will clearly inform you of what kind of information needs to be provided to a third party on the event rules page or through other means.

4.1.2. Shared information used to advertisement (such as the activation of advertisement display function)

(1) Advertisement push: We may share indirect portrait tags that do not identify your personal identity and de-identified device information or anonymized information with partners who entrust us to promote and advertise to help them enhance the effective reach rate of advertisements.

(2) Advertising statistics: We may share and analyze de-identified device information or statistical information with our service providers, suppliers and other partners. The shared information is difficult or impossible to associate with your identity. This information will help us analyze and measure the effectiveness of advertising and related services.

4.1.3. Shared information for security, analysis and statistics

(1) Ensure the security of use: We attach great importance to the security of accounts, services, and content. In order to protect the accounts and property security of your and other's. and protect your and our legitimate rights and interests from



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illegal infringements, the necessary equipment, account and log information may be shared among the Company, its affiliates or service providers.

(2) Analyze condition of service: In order to analyze condition of service and improve user experience, we may share statistical data on condition of service (crash, quit unexpectedly) with our affiliates or third parties. The shared information is difficult to combine with other information to identify your identity.

(3) Academic research and scientific research: In order to improve scientific research capabilities in related fields and promote the level of scientific and technological development, we may share de-identified or anonymized data with scientific research institutes, universities and other institutions under the premise of ensuring data security and legitimate purpose.

#### 4.2. Transfer

We will not transfer your personal information to any other third parties, except in the following cases:

- (1) Obtain your explicit consent in advance.
- (2) the processing is necessary for the conclusion or performance of a contract to which the individual is a contracting party.
- (3) the processing is necessary to fulfill statutory functions or statutory obligations.
- (4) the processing is necessary to respond to public health emergencies or protect the life, health, or property safety of natural persons under emergency circumstances.
- (5) personal information is processed within a reasonable scope to conduct news reporting, public opinion-based supervision, or other activities in the public interest.
- (6) the personal information that has been disclosed by the individuals themselves or other personal information that has been legally disclosed is processed within a reasonable scope in accordance with this Law.
- (7) under any other circumstance as provided by any law or administrative regulation.

#### 4.3. Disclosure

In principle, we will not disclose your information publicly. If disclosure is necessary indeed, we will inform you of the purpose of disclosure, the type of the disclosing

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information and the sensitive information that may be involved, and we will obtain your explicit consent.

#### 4.4. Entrusted Processing

To improve the efficiency, reduce the cost, or improve the accuracy of information processing, in the course of providing website maintenance, data analysis, advertising services, auditing and other similar services, we may entrust competent third parties (including our affiliates or other professional entities, hereinafter referred to as “Entrustee”) to process information on our behalf (within the scope of your authorized consent, the Entrustee will only obtain your personal information for the purpose of providing services to us or performing certain acts on our behalf). We will require the Entrustee to abide by strict confidentiality obligations and take effective confidentiality measures through written agreements, on-site audits, etc., and prohibit them from using such information for purposes outside your authorization. We promise that the Entrustee will no longer keep personal information as long as the entrustment relationship terminate.

#### 4.5. **Consent Exempted for Sharing, Transfer, and Disclosure**

You understand that in the following situations, we do not need to obtain your consent for sharing, transferring, or disclosing your personal information in accordance with laws, regulations, and national standards:

- (1) the processing is necessary for the conclusion or performance of a contract to which the individual is a contracting party in accordance with laws and regulations or mandatory administrative or judicial requirements.
- (2) the processing is necessary to fulfill statutory functions or statutory obligations  
When involving asset transfer, acquisition, merger, reorganization, or bankruptcy liquidation, if the transfer of personal information is involved, we will inform you of the relevant situation and require the Successor that hold your personal information to continue to be subject to this policy. If the purposes of using personal information change, we will require the Successor to obtain your explicit consent again.
- (3) the processing is necessary to respond to public health emergencies or protect the life, health, or property safety of natural persons under emergency circumstances.
- (4) personal information is processed within a reasonable scope to conduct news reporting, public opinion-based supervision, or other activities in the public interest.

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(5) the personal information that has been disclosed by the individuals themselves or other personal information that has been legally disclosed is processed within a reasonable scope in accordance with this Law.

(6) under any other circumstance as provided by any law or administrative regulation.

## **V. How We Store and Protect Your Information**

### 5.1. How We Store Your Information

#### 5.1.1. Store Location

**Your personal information will be stored on Google Cloud servers located in Canada. If your country prohibits or restricts the storage of data in the location, please stop using the Software. Otherwise, you shall bear full liability incurred thereby.**

#### 5.1.2. Store Period

The retention period of personal information shall be the minimum period necessary for achieving the purpose of processing. we will retain the information as long as you have not withdrawn your information, or your account has not been cancelled. We will delete or anonymize your personal information if the storage period expires. Where the storage period is otherwise provided for in laws and regulations.

#### 5.1.3. Termination of Operation

If we stop the operation of the Software and related services, we will notify you at least 30 days in advance and delete or anonymize your personal information after termination of operation.

### 5.2. How We Protect Your Information

#### 5.2.1. Technical Protection

To protect your information security, we strive to adopt a variety of reasonable physical, electronic and management security measures in line with industry standards to protect your information, so that your information will not be leaked, damaged, or lost. Security measures include but not limited to SSL, encrypted storage of information, and access control of the data center. We will use encryption technology to improve the security of personal information; we will use trusted protection

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mechanisms to prevent malicious attacks on personal information; and we will deploy access control mechanisms to make every effort to ensure that only authorized personnel have access to personal information.

#### 5.2.2. Sensitive Information and Password Protection

(1) **Attention to the protection of sensitive personal information: The information you upload, or store may involve personal information or even sensitive personal information of you or others. For example, the video you upload may contain your personal portrait. Therefore, you shall be more caution about whether to upload or store the sensitive information to our server.**

(2) If your account requires a password, you shall set a complex one to promote your account security. We will do our best to keep information secure. If our physical, technical, or managerial protection facilities are damaged, and result in unauthorized access, public disclosure, alteration, or destruction of information that undermine your Legitimate rights and interests, we will bear the corresponding legal liability.

(3) Your account has security protection function, please keep your account and password information properly. We will ensure that your information will not be lost, misused, or altered through security measures such as backing up to other servers and encrypting your password. Notwithstanding the aforesaid measure, you shall understand that there are no "perfect security measures" in cyberspace.

### 5.3. Information Security Incident

5.3.1. Even if we have implemented the aforesaid measure and comply the relevant laws and regulations, you understand that there is no 100% security in cyberspace, due to technical limitations and various malicious methods that may exist. However, we will still do our best to ensure the security of the personal information you provide.

5.3.2. You shall know and understand that your systems and communication networks accessing to our Services may incur problems due to factors beyond our control. Therefore, we strongly recommend that you take proactive measures to protect the security of your personal information. **Please do not disclose your**

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**account, password and related personal information to others. If you register and log in with a third-party account (if the channel has been opened), please keep the third-party account and password properly. If you register and log in with your mobile phone number (if the channel has been opened), please do not disclose your mobile phone number and verification code to others; please do not tell your verification code received to others no matter what kind of reason others ask you for your mobile phone verification code.** If you find that your personal information (especially your account and password) leaks, please contact us immediately so that we can take appropriate measures.

5.3.3. We will formulate emergency response plans and activate them immediately when user information security incidents occur, and we will strive to prevent the impact and consequences of such security incidents from expanding. Once a user information security incident (including but not limited to leakage, loss) occurs, we will, in accordance with the requirements of laws and regulations, promptly inform you of the basic situation and potential impact of the security incident, the disposal measures we have taken or will take, the suggestions that you can take precautions independently and reduce the risk, and the remedies for you. We will promptly inform you in the form of push notifications, emails, letters, messages, and related forms. When it is difficult to inform the users one by one, we will adopt a reasonable and effective method to issue announcements. Meanwhile, we will also report the handling of user information security incidents in accordance with the requirements of relevant regulatory authorities.

5.3.4. **You shall know and understand that once you leave the Software and related services, and browse or use other websites, services and content resources, we will have no ability and direct obligation to protect any personal information you provide outside the Software, regardless of whether your login, browse or use of the above software is based on links or guidance from the Software.**

## **VI. User Rights**

We attach great importance to your management of your personal information, and we make every effort to protect your related rights to consult, duplicate, transfer, correct

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and supplement, delete relevant withdrawal consent and authorization of personal information, account cancellation, complaint reporting and setting up privacy features so that you can safeguard your privacy and information security.

#### 6.1. Access, Duplication, Correction, Supplement and Deletion

6.1.1. You can access, duplicate, correct and supplement your nickname and other personal profiles and account information that is opened to allow users fill in/modify (except for information obtained from third party authorization).

6.1.2. **For security and identification considerations, you may not be able to independently modify certain information that must be submitted during registration or subsequent use (such as information authorized by your third-party account, real name authentication information, etc.); if you do need to modify such information, you shall contact us and we will review the issues involved as soon as possible and reply timely after verifying your user identity.**

6.1.3. You may request us to delete personal information in the following situations:

- (1) where the processing purpose has been achieved or cannot be achieved, or it is no longer necessary to achieve the processing purpose.
- (2) where we cease the provision of products or services, or the retention period has expired.
- (3) where you withdraw consent.
- (4) where we process personal information in violation of any law or administrative regulation or the agreement.
- (5) other circumstances as provided by laws and administrative regulations.

If the retention period stipulated by laws and administrative regulations has not expired, or if it is technically difficult to delete personal information, we will also stop processing activities other than storing and taking the necessary safety protection measures.

If we decide to respond to your deletion request, we will also simultaneously notify the entities that have obtained your personal information from us and request them to

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delete timely, unless otherwise stipulated by laws and regulations, or unless such entities have obtained your independent authorization. **When you delete information directly or we confirm to respond to your deletion request, we may not immediately delete the corresponding information from our backup system. However, we assure you that the backup system is detached from the business system, and the relevant information in it is also in a state that cannot be retrieved or accessed.**

## 6.2. Change or Withdraw the Scope of Authorization

### 6.2.1. Change or Withdraw Sensitive Permission Settings

You can turn off the local storage permission in the operating system of the device itself to change the scope of consent or withdraw your authorization. After the authorization is withdrawn, we will no longer collect information related to these permissions.

### 6.2.2. Respond to Change or Withdraw Authorization

The normally operation of some specific business functions and services shall be based on accessing to your information. When you withdraw your consent or authorization, we will not be able to continue providing you with the corresponding functions and services, and we will no longer process your corresponding personal information. **However, your decision to withdraw your consent or authorization will not affect the finished processing within your previous authorization.**

## 6.3. Account Cancellation

You can cancel your account by contacting us. Prior to the cancellation, we will verify your personal identity, security status, device information, etc. **You shall know and understand that the Cancellation is irreversible and that we will delete or anonymize your information after Cancellation, except as otherwise stipulated by laws and regulations.**

## 6.4. Complaint, Report and Response

**If you find or have reasonable ground to believe that your personal information rights may be infringed, or you find clues of the relevant infringement, you can contact us via [privacy@izhaoli.com](mailto:privacy@izhaoli.com) to make a complaint or report.** To protect the

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security of your personal information, you may be required to provide a written request or otherwise prove your identity. We will feedback your complaints and reports within 15 working days after verification.

**In terms of your reasonable request, we do not charge fees in principle, but for repeated requests that exceed reasonable limits, we will charge a certain cost depending on the circumstances. We may reject requests that are unreasonably repeated, that require excessive technical means (such as, must develop new systems or may fundamentally changes current practices) and that brings a risk to legitimate rights and interests of others, or that are highly impractical.**

Notwithstanding the above agreement, in accordance with the requirements of laws and regulations, we will not be able to respond to your request in the event that:

1. directly related to national security or national defense security.
2. related to public safety, public health, or significant public interest.
3. related to criminal investigation, prosecution, trial and execution of judgments, etc.
4. where there is sufficient evidence that you have subjective malice or abuse of rights.
5. if responding to your request will result in serious damage to the legitimate rights and interests of you or other individuals or organizations.
6. where commercial secrets are involved.
7. if it is related to the performance of our obligations under laws and regulations
8. for the purpose of safeguarding your or other individuals' lives, property and other significant legitimate rights and interests but where it is difficult to obtain my consent.

If you are not satisfied with the security of our personal information protection or find problems, you can make a complaint or report to the complaint mailbox [privacy@izhaoli.com](mailto:privacy@izhaoli.com). If there are no special circumstances, we will accept and handle your complaints and reports within 15 working days.



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When you register, we will remind you of the Privacy Policy and it depends on you to decide whether you will give your consent. You may also review the entire content of the Privacy Policy in the relevant location (please refer to the tips in related page) of the website, Mini Program, or App (if any).

## **VII. Provisions on The Protection of Minors**

7.1. Prior to using the Software and related services, the minor shall be guarded, instructed by the guardian to jointly read, and agree unanimously (especially obtain the guardian's consent) to the Privacy Policy.

7.2. We protect the personal information of the minor in accordance with relevant national laws and regulations. We will only collect, use, share or disclose the personal information of the minor where it is permitted by law, or we have obtained the explicit consent of the guardians, or where it is necessary to protect the minor; if we find that personal information of the minor has been collected without prior consent of the verifiable guardians, we will attempt to delete the information as soon as possible.

7.3. You, as the guardian of the minor, can contact us through the contact information disclosed in this Privacy Policy, if you have any questions about the personal information of your ward.

## **VIII. Revision and Notification**

8.1. To provide you with better services, the Software and related services will be updated and changed from time to time, and we may amend this Privacy Policy in due course. The amendments form an integral part of the Privacy Policy. Without your explicit consent, we will not impair your rights under the current Privacy Policy in effect.

8.2. We will announce the updated one in the website home page, or related page of official APP (if any) to notify you. The Platform may also take other appropriate means to assist you kept abreast of the latest version of the Terms.

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## **IX. Scope of Application**

**9.1. The Privacy Policy only applies to the GhostCut official website, APP (if any) provided by Shanghai Zhao Li Technology Co., Ltd. It does not apply to other products or services provided by the Company or its related parties.** When you use other products or services provided by the foregoing entities, you shall abide by the terms of other products or services.

9.2. The Privacy Policy does not apply to products or services provided by other third parties outside the Company. Your use of such third-party services (including providing personal information) shall be subject to the terms of the related third parties (i.e., not the Privacy Policy). For specific provisions, you shall read the third-party's terms carefully. Please protect your personal information properly and provide it to third parties only when necessary.

## **X. Contact Us**

We are Shanghai Zhao li Technology Co., Ltd., registered in **【Room 1\_203, No.337 Shahe Road, Jiangqiao Town, Jiading District, Shanghai】**

If you have complaints, suggestions, or questions about our personal information protection, please send your questions to ([privacy@izhaoli.com](mailto:privacy@izhaoli.com)).

We will review the issue as soon as possible and give feedback within 15 working days after verifying your user identity.