

# GhostCut Terms of Services

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Welcome to use GhostCut software and related services. To use the GhostCut personal or corporate user account, you shall obey the GhostCut Terms of Services (hereinafter referred to as “the Terms” or “this Agreement”) and other relevant agreements and rules, if not specifically stated in this Agreement, the relevant provisions of this Agreement are applicable to both personal and corporate users.

## I. Confirmation and Acceptance

### 1. Definition

The GhostCut Terms of Services (including updated versions, referred to as “the Terms” or “this Agreement”) is an agreement between you (a personal or corporate user) and Shanghai Zhao li Technology Co., Ltd. and its affiliates (hereinafter referred to as “Company”, registered at: Room 1\_203, No.337 Shahe Road, Jiangqiao Town, Jiading District, Shanghai). It sets forth the terms and conditions by which you may download, install, register, log in and use (hereinafter collectively referred to as “use”) GhostCut (hereinafter referred to as “Software”), and by which you may access the related services provided by us.

The Software and related services (referred to as “the Service”) refer to products and services provided to you by websites (official URL: <https://jollytoday.com/>), Wechat Mini Program “GhostCut”, Apps (if any) and other platform (if any) (collectively referred to as the “Platform”) named as “GhostCut” that are legally owned and operated by the Company. This Platform provides core services including providing you with technical services such as editing and processing of image/video/audio and other materials.

### 2. Reading Tips

To provide you with better services, please take the time to read and fully understand the Terms before your use of the Software and related services, in particular the terms related exemption or limitation of liability, permission of rights and use of

information, consent to use special individual services, law applicable and dispute resolution, etc. **Among them, important content such as exemption or limitation clauses will be reminded in bold form, and you shall read it emphatically.**

You are not entitled to use the Service unless you have read and accepted all the terms of this Agreement and related agreements, rules, etc. By using the Service, you are deemed to have read and agreed to be bound by the above terms, rules, etc.

In the event of any violation of this Term by you, the Company shall have the right to unilaterally restrict, suspend or terminate the provision of the Service to you at any time in accordance with the violation, and shall have the right to hold you responsible for such violation.

### **3. Scope**

The Company have the right to unilaterally decide, arrange or designate its affiliates, successors or third-party companies recognized by the Company to continue operating the Software according to the operating needs of the Software. Furthermore, some services involved under the Terms may be provided by the Company's affiliates, successors, or third-party companies recognized by the Company. By accessing and consenting to the content of related services, you are deemed to accept the relevant rights and obligations and are also bound by the Terms.

### **4. Signing-up**

**If you register as a personal user, once you fill in the information as prompted on the registration page, read and agree the Terms, and completing all registration procedures, you are deemed to have fully read, understood and accepted the full contents of the Terms and agree to be a party to the Terms and other related agreements and rules (including but not limited to the "Privacy Policy of the GhostCut"). If you do not agree to the Terms or any of its terms, please immediately stop the registration process or stop using the Software and related services.**

**If you register as a corporate user, once you fill in the information as prompted on the registration page, read and agree the Terms, and completing all Corporate Certification and registration procedures, you are deemed to have fully read,**

**understood and accepted the full contents of the Terms and agree to be a party to the Terms and other related agreements and rules, and shall ensure that your account users also abide by the terms and rules related to the GhostCut Software and related services (including but not limited to the “Privacy Policy of the GhostCut”). If you do not agree to the Terms or any of its terms, please immediately stop the registration process or stop using the Software and related services.**

## **II. Software and Services**

### **1. Software Acquisition**

The Software is currently available on the website and Wechat Mini Program, you can directly click on our official website “<https://jollytoday.com/>” and Wechat Mini Program “GhostCut” to access and use. If we add other service channels such as APP, we will announce via the official website above, and please obtain or access through the Company’s official websites or the third-party channels authorized. **If you do not obtain the Software from the Company or a third-party authorized, the Company cannot guarantee that the unofficial version of the Software will work normally, and you (not the Company) shall bear the losses incurred thereby.**

### **2. Software Update**

To better enhance the user experience, the Software will update or changes from time to time (including but not limited to software modification, upgrade, function enhancement, new services development, software replacement, etc.). The Platform will prompt you in an appropriate manner (including but not limited to system prompts, announcements, in-site letters, etc.). **If you do not accept the updated software and related services, please stop using the Software and related services immediately.**

### **3. Individual Services**

The Software and related services contain information and links to access the information, as well as individual services provided by the Company and its affiliates. These individual services may exist in the form of separate sections in the Software.

The Platform reserves the right to increase, decrease or alter the settings and services of these special sections from time to time.

You can turn on and use the single service functions described above in the Software. Some individual services may require you to accept agreements or other rules specifically applicable for the service. If necessary, the Platform will provide these agreements and rules in an eye-catching manner for you to review. **Once you start using the above services, you are deemed to understand and accept the constraints of the relevant agreements and rules regarding individual services. If the service term of an individual service is not indicated, or if the term is not marked as “permanent”, “indefinite”, or “unlimited” the individual service will be used for as of the date you start using until the date the service ceases to be available in the Software.**

#### **4. Authorization for the Use of Software**

The Platform grants you a Personal (if you register as a personal user)/Corporate (If you register as a corporate user), non-transferable, non-exclusive, and non-commercial right to legally use the Software. All other rights not expressly authorized by the Terms remain reserved by the Company, and you are required to obtain written permission from the Company prior to exercising these rights. At the same time, the Company’s failure to exercise any of the rights aforementioned does not constitute a waiver of that right.

#### **5. Login Requirements**

To enable you to better use the GhostCut software and related services, and to protect your account security, you need to register and login to start using the GhostCut software and related services. The account you register is your credentials to log in and use the Service. You shall keep your account number, password, and password for accessing and managing the various products and services in the Service confidential. You shall bear all losses and consequences caused by the loss or leakage of the above-mentioned accounts, passwords, and passwords due to your improper security measures or your other actions.

#### **6. Third-Party Software**

When you use software and related services provided by a third-party via the Platform, you may be required to comply with the agreements and related rules of the third-party in addition to complying with the Terms. **Any disputes, losses or damages arising from third-party software and related services shall be resolved by you and the third party on your own, the Platform is not responsible body.**

### **III. Registration and Use**

#### **1. Account Acquisition**

If you register as a personal user, after you read and agree to the Terms and complete the full registration process, you can obtain a GhostCut Account and become a user of this platform. You shall provide your own email address to create your account and set your own password (specific information is subject to the contents of the page information). 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.

If you register as a corporate user, after you read and agree to this Terms and complete the full registration process and enterprise certification process, you can obtain a GhostCut Corporate Account and become a user of this platform. You shall submit true and accurate subject qualification materials confirmed by you as well as contact name, address, email address and other relevant information (specific information is subject to the content of the page information) necessary for the use of the Service in accordance with our requirements and set your own password. After registering as a corporate account, you can apply for invoicing made payable to your registered corporation for the part of services you have actually used. The specific requirements for invoicing are subject to the provisions of laws and regulations and the information on relevant function pages of this Platform, and you should follow the prompts on the page to upload the information and use the function after certification. The service will be terminated if your corporate user certification status is cancelled or if we have reasonable grounds to believe that you are not qualified to use the service on your own, on behalf of or represent the corporate user.

**If you register as a corporate user, you guarantee that:**

**(a) You will truthfully fill out the corporate account information and submit the account registration and authentication information, and take responsibility for the authenticity, legality, accuracy, and validity of the information.**

**(b) You provide the true, accurate and complete qualification materials, relevant qualifications or certificates, and any other documents and information. In addition, shall update the information in a timely manner after it has changed.**

After you have successfully registered, within the scope of editing allowed, you can edit your account information, including account nicknames, avatars, introduction, and related profiles, etc.

Please note that the Platform prohibits malicious registration through frequent registration, bulk registration, etc. If found, the malicious registrant will also be held liable in addition to account closure.

## **2. Account Password**

You shall keep your account and password in security. If you lose your account or forget your password, you can promptly follow the Platform's appeal channels to recover your account or password. **You are solely responsible for the theft or loss of your account or password due to self-inflicted reasons such as improper custody or other force majeure factors.**

If you discover that someone else has fraudulently used or stolen your account and password, or any other situation that you have not legally authorized, you should immediately notify us in a valid manner. Once we receive your valid request and verify your identity, we will take appropriate measures depending on the circumstances. If the information you provide is incomplete and we are unable to verify your identity or we are unable to determine your needs, etc., and we are unable to process your request in a timely manner, you shall bear the losses caused to you. At the same time, we need a reasonable period of time to take action on your request, and we shall not be liable for any damage caused to you by the actions of others before you notify us, and we take action based on your valid notice.

## **3. Account Use**

**The ownership and related interests of your registered account belong to the Company. You will only have the right to use your account. Your account is for your own use only and is prohibited to bestow, borrow, rent, transfer, sell or otherwise permit others to use the account in any form without the written consent of the Company.** If the Company finds or has reasonable grounds to believe that the user is not the initial registrant of the account, to ensure the security of the account, the Company reserves the right to suspend or terminate the services immediately and to permanently disable the account.

#### **4. Account Information Requirements**

You understand and promise that your account information set up by yourself or authorized by a third-party account must not violate the laws and regulations of the country/region where the either of parties hereto is located and the relevant rules of the Platform. Your account information must not contain illegal or harmful information, and you must not use information involving a related right without the consent of the legal right holder (including but not limited to other people's names, titles, trademarks, font sizes, portraits and other information in which others have a legitimate right, etc.).

When registering, using, and managing your account, you shall ensure the authenticity of the identity information (if required) and other materials or information you provided or filled in. If the materials or information above are inaccurate, untrue, irregular, illegal, or the Platform has reasonable grounds to suspect the materials incorrect, false, or illegal, the Platform reserves the right to refuse to provide you with the services, and you may not be able to use the Software and related services, or some features may be restricted during use.

#### **5. Account Information Requirements**

If you are a personal user, once you log in and performed reasonable and necessary authentication, you can browse through the account information you submit at any time and directly modify the account information that the page allows you to change. You understand and agree that for security and identification reasons, such as account or password retrieval appeals services, **you may not be able to modify the initial registration information and other verification information provided at the time**

**of registration.** If you are a corporate user, after reasonable and necessary identity verification, you can modify or update the qualification materials and other supporting documents, you may contact us for the above matters through our customer service, and we will provide timely feedback.

## **6. Account Cancellation**

You may cancel specific services or close your account at any time for any reason.

The following considerations shall be taken before cancelling an account:

- (1) You can only apply to cancel your own account and follow the cancellation process of the Software.
- (2) You shall still bear corresponding responsibilities for your actions involving the use of the Software prior to the cancellation.**
- (3) When you ask us to cancel your account, you have the option to place the account on hold for thirty (30) days or sixty (60) days in case you change your mind.**
- (4) If your account is cancelled, the following will occur. First, your right to use your account to access the Services will immediately cease. Second, we will delete the data, or your Content associated with your account or sever the relationship between the data or your Content and your account (except to the extent we are required by law to retain it or return or transfer it to you or a third party you designate). You should make regular backups, as the Platform is unable to retrieve content or data about you for closed accounts. Third, you may no longer be able to access the products you have purchased. Account records, features, etc. will not be restored or available.**

If you determine that you need to close your account, the Platform will assist you in cancelling your account after completing reasonable and necessary verification of your personal identity/business identity, account information, infringement complaints, etc.

## **7. Account Recovery**

You understand and agree that, to make full use of an account, **the Platform reserves the right to withdraw your account if you fail to log in and use for the first time after registration in reasonable period, or if you have not logged into and used your account for more than six consecutive months.** If your account is withdrawn,



you may not be able to log in through your previously held account and use the Software, and any personalization and usage records of the account will not be recoverable. Before withdrawing your account, the Platform will prompt you in an appropriate manner. If you have not logged in and used your account for a certain period required after receiving the relevant prompt, the Platform will withdraw your account.

If your account is withdrawn, you can use the Software and related services by signing up a new account. Your registration, sign-in and use of your new account are still subject to the Terms.

#### **IV. Editor Service**

##### **1. Material Source Compliance**

You can use the video editing services the Platform provides. You shall ensure you have possessed the legal right of the footage you upload. You can upload video/audio/image and other materials directly from your device, or you can provide video link addresses in which you have right to access and use to instruct our system to download the video involved.

**You shall ensure that you have obtained the legal right to use or allow us to use materials (including the materials you upload from your device and the video download according to the video link addresses), and that there is no infringement of any intellectual property rights or infringement of the rights and interests of others. Otherwise, you shall own liability in tort and shall be responsible for handling civil/administrative/criminal disputes brought against us and for compensation for our losses incurred thereby.**

##### **2. The Legality of Materials and Finished Content**

The data (including the materials download according to the link) that you upload, process, store, download, distribute, and process via other forms through our services is your business data, and you fully own your business data. **In addition to providing video editing technical services, we do not make any unauthorized use and disclosure of your business data. Neither can we control, edit, or download your business data, nor can we exercise full control over your using. Therefore, we**

**cannot guarantee the legitimacy, correctness, integrity, authenticity, or quality of the content you upload and the Finished Content after being edited (hereinafter referred to as “Finished Content”).** You are solely responsible for your upload and use.

If you distribute and disseminate reactionary, pornographic information or other information violating the laws and regulations of the country/region where either of parties hereto is located through our services, our system may record your action, and the records shall serve as evidence of your violation of the related laws and regulations. At the same time, you shall compensate us for all the losses incurred thereby, such as reputation damage.

### **3. Conventions for the Use of the Finished Content**

**The Platform does not provide any information release or social function.** If you need to release the Finished Content, you need to first save the Finished Content in your local device and release it on your own account of third-party platform. Whether release/disseminate the Finished Content or not and how to release/disseminate are at your own discretion. we do not have any control or operational rights to interfere with your releasing/dissemination, so we are not the responsible body. Given that we cannot control, restrictions, or interference with your use of the Finished Content, **you shall warrant your releasing/dissemination comply with the Laws and regulations of the country/region where the information is released, as well as the Terms. If your improper releasing/dissemination result us in suffering civil claims or administrative penalties, you have to compensate all our losses incurred thereby.**

### **4. Temporary Cloud Storage**

We will provide you with a certain amount of cloud storage space for your uploaded content and Finished Content. The free storage capacity and storage period shall be subject to the relevant page display of the platform. the relevant page display of the platform. If you need more storage capacity or a longer storage period, you can follow our page prompts to pay on demand. If there is no specific regulation, you can view your uploaded content at any time; **If there is any change on cloud storage server, storage period and storage capacity, the Company will notify you in advance in**

**accordance with relevant laws and regulations. If you do not agree to the change, you can stop using the Software.** The service we offer is to temporarily store your editing materials and Finished Content for your personal use only. Without the permission of the Platform, you shall not release any stored content. But you can download the stored content to your local device at any time.

## **5. Chargeable Service**

You understand and agree that you can enjoy free basic services of the Software within a certain limit and quantity, **but the Platform has the right to charge for basic services beyond the above limit or quantity, as well as special services and functions. At the same time, the Platform has the right to adjust the types, limits, and quantity of free basic services at any time. You shall pay attention to the page prompts.**

**Please understand that we provide only technical services and do not make any guarantee or commitment to the results you can achieve by using the services, and we cannot refund you because your use of the services does not meet your subjective expectations, etc. Therefore, once the paid services are purchased, you are deemed to have understood and accepted all the purchased services and their fees.**

**You understand and agree that we have the right to change, adjust, cancel, or add all or part of the content and membership rights of Chargeable Service based on market conditions.** Once the above changes occur, we will update the display on the relevant page. Except for circumstances such as laws and regulations, government enforcement, force majeure, etc., you still apply the original rights and interests during the current Chargeable Service period. The change will be applied in your next purchase. If you do not accept the change, you can stop the purchase. The Platform will update chargeable services from time to time. You can purchase on demand as prompted by the page.

## **6. Service fees**

**The company has the right to charge you for the technical service fee for this service, and the specific charges and settlement methods are subject to the announcement of the platform. We have right to change the charging objects, the charging standards, settlement date, settlement methods and other related**

**contents in accordance with our needs of business development**, and we will notify them in the form of announcements. Please pay attention to them in time. If you do not agree to the aforementioned changes, you should immediately stop using the services, otherwise your continued use of the services is deemed to be your consent to such changes.

If there are charges associated with the Service, you agree to pay in the currency specified. Unless otherwise specified, the stated prices do not include all applicable taxes and currency settlements. You are solely responsible for payment of such taxes or other charges. Taxes are calculated based on your location at the time you register for an account on the Platform unless local law requires you to do otherwise. If we do not receive all payments from you on time, then we may suspend or cancel the Services. Suspension or cancellation of services for non-payment may result in your inability to access and use your account and its content.

To pay for a service, you will need to provide a method of payment when you sign up for that service. You may access and change your payment account and payment method through the Platform's account management website. You agree to promptly update your account and other information, including your email address and payment method details, so that we can complete transactions and contact you as needed regarding transactions.

## **V. User Protection**

### **1. User information protection**

If you are a personal user, the Platform, together with you, is dedicated to protecting your personal information, which identifies you independently or in combination with other information. If you are a corporate user, the Platform, together with you, is also committed to protecting the personal information of your account users. Protecting user' personal information is one of the basic principles of the Platform. You may provide the related personal information (including but not limited to, **your name, mobile phone number, location, device information**, etc.) to access to the full function of the Software and related services. The Platform will protect user's right to

access, copy, transfer, correct, supplement, delete relevant personal information as well as withdraw authorization, cancel account, complain, and report in accordance with the law, and will use technical measures that match the Software and related services, such as encryption technology and anonymization and other security measures to protect user's personal information.

For more information about the protection of user's personal information, please refer to the "Privacy Policy of the GhostCut".

## **2. Intellectual Property Rights Protection**

The Platform respects and protects the intellectual property rights of you and other users. If your intellectual property rights (except which expressly authorized to the Platform or other users) are infringed by others, you may recover from the infringer judicial or administrative remedy, etc. The Company will do its best to assist at your request. Similarly, if the content you upload or the Finished Content infringes the intellectual property rights of others, we will delete, shielding or removing the relevant content, and possibly block your account.

## **3. Complaint and Report Mechanism**

You can complain, report all kinds of illegal violations, illegal dissemination, illegal and harmful information, etc. through the contact information publicized on the Platform. The Platform will promptly accept and handle your complaints and reports, in order to jointly create a clean network space.

## **4. Rights Protection Assistance**

The Platform respects the legitimate rights of users and encourages you to take actions in the event of a violation of your legal rights. When your rights are violated, you can recover from the infringer through judicial or administrative remedy, etc. Right protection assistant is not the mandatory obligation of the Platform, but the Platform is willing to make efforts to protect your rights and build a well-organized community. Therefore, The Company will do its best to assist at your request.

## **VI. Instructions of Conduct**

You must comply with the relevant guidelines and norms of the Platform, otherwise we have the right to refuse or terminate the provision of services and penalize the offending account in accordance with this Agreement, and you shall not use relevant services provided by us and shall solely bear all the responsibility and all the losses caused to the third party and us as a result.

### **1. No Unauthorized Access or Use**

Without the prior written permission of the Platform, you shall not in any form, adapt, copy, disseminate, search vertically, mirror, trade the Software, or make any other unauthorized access or use.

### **2. No Unauthorized Interference**

Unless permitted by law or with the prior written permission of the Platform, you shall not interfere, damage, modify, or disturb the normal order of the Software and related services through unauthorized plug-ins, tag-on services, software, tools, etc.

### **3. No Infringe Cybersecurity**

Unless permitted by law or with the prior written permission of the Platform, you shall not engage in any action infringing cybersecurity via using or targeting the Software. The forbidden action includes but not limit to:

- (1) infringing cybersecurity such as illegal hacking, disturb the normal order, theft data.
- (2) providing special procedures and tools for infringing cybersecurity such as illegal hacking, disturb the normal order, theft data.
- (3) providing technical support, advertising promotion, payment settlement and other assistance to those who you know engage in infringing cybersecurity.
- (4) using unauthorized data or accessing unauthorized servers/accounts.
- (5) accessing to public cyber or other personal computer systems without permission, and deleting, modifying, or adding stored information therein.
- (6) attempting to detect, scan, test vulnerabilities of the Software and its network without permission or engaging in other action on infringing cybersecurity.
- (7) attempting to interfere or disturb the normal operation of the Software and its network, deliberately disseminating malicious programs or viruses, or engaging in other action on infringing cybersecurity.

- (8) forging the names (all or part of) a TCP/IP packet.
- (9) attempting to find the source code of the Software through means like reverse engineering, reverse assembling, compiling the Software.
- (10) maliciously registering accounts of the Software, including but not limited to frequent or batch registration.
- (11) engaging in actions on violating laws and regulations, the Terms, the relevant rules of the Platform, or on infringing the legitimate rights and interests of others.

**If the Platform finds or has reasonable grounds to believe that your conduct violates or may violate subparagraph 1-3 of previous paragraph, the Platform reserve right to decide and process independently, stop providing services to you at any time without prior notice, and request you to bear the relevant responsibility.**

#### **4. Content Conduct**

The contents you upload or provide, and the Finished Content shall comply with the laws and regulations, national interests, legitimate rights and interests of civil subjects, the public order and good morals, and information authenticity of the countries/regions where either of parties hereto is located. Otherwise, the Platform reserve the right to take the corresponding measures immediately. You agree and promise not to produce, duplicate, release or disseminate the following information which:

- (1) are against the fundamental principles set out in the Constitution of the countries/regions where either of parties hereto is located.
- (2) endanger national security, leak state secrets.
- (3) incite to overthrow state power or undermine the national unity.
- (4) damage the State's honor and harm the interests of the State.
- (5) promoting terrorism and extremism.
- (6) incite ethnic hatred and ethnic discrimination or undermine solidarity among all nationalities.
- (7) incite regional discrimination or hatred.
- (8) undermine the State's policies on religions and advocate religious cults and feudal superstition.

- (9) fabricate, disseminate rumors, false information to disrupt economic or social order and undermine social stability.
- (10) disseminate obscene materials, advocate gambling, violence, killing and terrorism, or instigate others to commit crimes.
- (11) infringe cybersecurity, or use cyber to endanger national security, damage the State's honor and harm the interests of the State.
- (12) humiliate or defame other persons or infringe the legitimate rights and interests of the others.
- (13) violently intimidate and threaten other subjects and conduct human flesh searches.
- (14) involves the privacy, personal information of other subjects.
- (15) spread filthy language and harm the public order and good morals.
- (16) infringes on the legal rights of others' privacy, reputation, portrait rights, intellectual property rights, etc.
- (17) disseminate commercial advertisements, or similar commercial solicitation information, excessive marketing information and spam.
- (18) release meaningless information or uses a combination of characters deliberately to avoid technical review.
- (19) infringe on the legal rights of minors or harm the physical and mental health of minors.
- (20) Secretly photograph or record others without their permission, infringe on the legal rights of others.
- (21) release content that may contain terror, violent, blood and gore, high-risk, endangering the physical and mental health of the performer or others, including but not limited to the following situations: i. Any content of violence and/or self-harm; ii. Any threat to life and health, Content that endangers the personal and/or property rights of oneself or others by using dangerous equipment such as knives; iii. Content that encourages and induces others to participate in dangerous or illegal activities that may cause personal injury or cause death.
- (24) release other information that contains content that violates laws, regulations, policies, the public order, and good morals, interferes the normal operation of Software, or violates the legitimate rights and interests of other users or third parties.

## **5. Conduct Information for Collection, Process and Use**



Without the written permission of the Platform, you shall not authorize, authorize, or assist any third party to perform the following acts on the content of the Software:

- (1) copy, read, and use the content of the Software for commercial purposes including, but not limited to, advertising or promoting the reading and viewing.
- (2) other illegal acts of accessing to or using the content of the Software.

## **6. Conditionally Access to Authorized Information**

**Under the permission of the Platform, you can share the authorized information, but shall comply with the following specifications:**

- (1) no changes of any kind shall be made to the source pages (including but not limited to the portals such as the home page links) of the Software; also, shall not hinder source page of the Software by blocking, inserting, popping up etc.
- (2) safe, effective, and strict measures shall be taken to prevent the content of the Software from being illegally accessed by third parties through any form including but not limited to spider programs.
- (3) the content of the relevant data shall not be used for purposes other than those permitted in writing by the Platform for any form of sale or commercial use, or disclosed to, provided for, or permitted for any form of use by third parties.
- (4) the act of sharing, forwarding, and copying the relevant information of Software to any third party shall also comply with the norms and standards of the third party.

## **VII. Intellectual Property Rights**

**1.** The intellectual property rights of the content (including but not limited to software, technology, programs, web pages, text, images, audio, video, graphics, layout, electronic documents, etc.) provided by the Company in the Software and related services shall be owned by the Company, protected by Chinese and international copyright laws. The copyright, patent, and other intellectual property rights of the Software are owned by the Company. Without the Company's permission, no one is allowed to use (including but not limited to the use of any robot, "Spider" or other programs or equipment to monitor, copy, disseminate, display, mirror, upload, download) the contents of Software and related services. The type of the Company's permission includes written permission, official website, or APP (if any) public,

private notice, and other express notice, as well as implied notice such as realization of download functions.

**2.** The Company provides technical support for the development and operation of Software and own all the rights within the scope of laws and regulations of Chinese and International Copyright laws to all data and information produced during the development and operation.

**3.** No circumstances shall you use any of the Company's trademarks, service marks, trade names, domain names, website names or other distinctive brand features (hereinafter referred to as "Logos") which contain or relating the "GhostCut". Without the prior written permission of the Company, you shall not use the Logos individually or in combination to display, use or apply for a trademark, register a domain name, etc., or express or imply others that you have the right to do so. **Otherwise, you shall bear the Company or others the losses incurred by, and you shall assume all the legal responsibility.**

**4.** You understand and promise, the content including but not limited to software, technology, programs, web pages, text, images, audio, video, graphics, layout, electronic documents, etc.) that you release, upload, and provide while using the Software original by you or you have obtained legal authorization (including sub-authorized). The intellectual property rights of the content that you upload, release and provide in the Software belong to you or the original copyright owner; where the Finished Content generated by combining the content stipulated in paragraph 1 (including but not limited to the software, technology, program, web page, text, Link, picture, image, audio, video, graphics, layout design, electronic document, etc.), its intellectual property rights are jointly owned by the Company and you or the original copyright owner.

**5.** You confirm and agree to authorize the Company to perform rights protection in the name of the Company or to entrust a professional third party to defend your intellectual property rights contained in the contents you have uploaded or released, once there is any infringes occurs. The ways of rights protection include

**but is not limited to monitoring of violations, sending rights protection letter, bringing a lawsuit or arbitration, mediation, conciliation, etc.**

## **VIII. Advertisement**

1. You understand and agree, when you use the Software, the Platform may send you message, advertising or branding information, and the Platform will display the commercial advertisement or other information (including commercial or non-commercial information) of the Software, or third-party suppliers or partners.
2. You have right to turn off the targeted push function of advertisements if you do not want to receive the relevant one. However, turning off targeted push function does not reduce the number and frequency of advertisements you receive, but only reduces the relevance between the advertisement itself and you. If you do not want to use the Software's Push Notification Service, you have the right to turn off the service or stop using the Software.
3. This Platform performs advertising and promotion related obligations in accordance with the law and regulation, you shall judge the authenticity and reliability of the advertising or promotion information and be responsible for your own judgment. Except the expressly regulations provided by laws and regulations, you shall bear the damages or losses caused by the purchase, transaction guided by advertisement or promotion.

## **IX. Liabilities**

1. **In response to your breach of the Terms or any other related rules, the Platform reserve the right to independently judge and, as appropriate, take such measures as early warning, immediately stopping the transmission of information, deleting audio, video, video & audio content, restricting some or all functions of the account until the service is terminated, and permanently closing the account. The Platform reserve the right to announce the result of processing, decide whether to resume the use of the relevant account according to the actual situation.** The Platform will keep relevant records of suspected violations of laws and

regulations, and reserve the right to report to relevant competent authorities, cooperate with relevant competent authorities in the investigation as required, report to the Police, etc. The Platform will not restore deleted content hereby.

**2. If you violate the Terms or any other related rules and cause a third party to complain or sue for compensation, you shall take engage in and bear all the legal responsibility incurred thereby. Should the Company and its affiliates, controlling companies, or successor compensated any third party or are punished by the state authorities arising from your foregoing behavior, you shall indemnify all losses incurred thereby.**

**3. This Platform respects and protects the legitimate rights and interests of users and others, such as intellectual property rights, reputation rights, name rights and privacy rights. You shall guarantee that the text, pictures, video, audio, links, and other contents you uploaded will not infringe any third party's intellectual property rights, reputation rights, name rights, privacy rights and other legitimate rights and interests. Otherwise, the Platform shall reserve the right to remove the suspected infringing content upon receiving notification from the right party or relevant party. For all the claims raising by the third party, you shall take engage in and bear all the legal responsibility including indemnify the losses of the Company and its affiliates, the controlling company, and the successor incurred thereby.**

#### **X.Limitation of Liability**

**1. You understand and agree that the Software and related services may be affected or interfered by many factors. The platform does not guarantee (including but not limited to):**

**(1) the Software and related services are fully suited to user requirements.**

**(2) the Software and related services can be free from interference, or will always be timely, secure, reliable, or error-free; and any software, services or other materials obtained by users through the Platform shall meet the expectations of users.**

**(3) any errors in the Software and related services will be corrected.**

**2. If there is any information which is suspected to be related to borrowing, investment, financing, or other property-related online information, and account, password, advertising, promotion information, please treat it with caution and make your own judgment. The Platform shall not be liable for any direct, indirect, incidental, special, derivative, or punitive liability to your profits, business reputation, data loss or other tangible or intangible damages incurred thereby.**

**3. You understand and agree that, when you use the Software and the related services, you may encounter force majeure and other factors (force majeure are objective events that cannot be foreseen, overcome, or avoided), including but not limited to government actions, epidemics, natural disasters (such as floods, earthquakes, typhoons, etc.), cyber causes, wars, strikes, riots, etc. In the event of a force majeure situation, the Platform will strive to be repaired in time. The Platform is exempt from liability related to the suspension, termination of service or any loss incurred thereby, to the extent permitted by laws and regulations.**

**4. The Platform reserves the right to deal with the illegal content according to the Terms, which does not constitute an obligation or promise of the Platform. The Platform cannot guarantee the timely detection of illegal acts or deal with them accordingly.**

**5. You understand and agree that the Platform does not provide any kind of express or implied warranties or conditions for the Software and related services, including but not limited to commercial merchantability, suitability for specific purposes, etc. You shall bear for using at your own risk.**

**6. You understand and agree that the purpose of the Terms is to ensure compliance with national laws and regulations, the public order, and good morals, and to protect the legitimate rights and interests of users and others. The Platform makes its best efforts to deal with in accordance with the relevant laws and regulations. Even so, the Platform does not guarantee that the result is fully**

**consistent with that of the judiciary and the executive branch, and you shall bear the consequences incurred thereby.**

**7. Under no circumstances shall the Platform be liable for any indirect, consequential, punitive, incidental, special or penal damages, including loss of profits due to using the Software and related services. Unless otherwise expressly provided by laws and regulations, the Platform assumes full responsibility for you, regardless of the reasons for or the manner of your conduct, never exceed the fee (if any) you pay to the Platform for the duration of your use of the Software and related services.**

## **XI. Changes, Outages, and Terminations of Services**

1. If you notify the Company in writing that you do not accept this Terms or its modifications, the Company have the right to suspend or terminate the provision of the Service to you at any time.
2. You understand and agree that the Software and related services provided are in accordance with the status quo which existing technology and conditions can achieve. The Platform will do its best to provide services to you to ensure the consistency and security of services. You understand that the Platform cannot, at any time or at all times, foresee and guard against legal, technical, and other risks, including but not limited to losses and risks of service interruption, unnormal function caused by force majeure, network reasons, third-party service defects, third-party cyber etc.
3. You understand and agree that the Platform has the right to modify, interrupt, suspend, terminate the Software and related services as required by the overall service operation and the security of the Platform.

## **XII. Miscellaneous**

1. **Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any disputeregarding non-contractual obligations arising out of or relating to it shallbe referred to and finally resolved by**

**arbitration administered • by the Shanghai International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center, hereinafter referred to as “SHIAC”) under the SHIAC Administered • Arbitration Rules in force when the Notice of Arbitration is submitted.**

2. To provide you with better service and to meet the needs of changes of laws and regulations, policy, technical conditions, product functions, etc. of the country/region where either of the parties hereto is located, the Platform will amend the Terms in due course. The amendments form an integral part of the Terms. The Platform 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. **If you continue to use the Software and related services, you shall be deemed to accept the updated. If you have any objection to the content of the updated, please stop logging in or using the Software and related services immediately. Otherwise, you are deemed to have approved and accepted the updated.**

3. The headings in the Terms are for ease of reading only and shall not affect the meaning or interpretation of any provision of the Terms.

4. You and the Company are separate entities. Under no circumstances shall the Terms constitutes any express or implied warranty or condition of any kind by the Company. There is no agency, partnership, joint venture, or employment relationship between us.

**5. The Terms only applies to the GhostCut official website, APP (if any) provided by the Company. 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.