**User License Agreement**

**In order to use the Apulis AI Platform Software (hereinafter referred to as “the Software”), the user (hereinafter referred to as “the User”) shall read and abide by the User License Agreement (hereinafter referred to as “the Agreement”). It is important that the User carefully reads and thoroughly understands the content of all terms and conditions, particularly those pertaining to the exemption or limitation of liability. Terms regarding exemption or limitation of responsibilities may be displayed in bold font to draw the User's attention.**

**The User may not download, install or use the Software and relevant services unless the User have read and accepted all the terms and conditions of the Agreement. By installing the Software, the User agrees to be bound by the terms of the Agreement. If the User does not agree to any term of the Agreement, do not install or use the Software.**

The Agreement is a legal agreement between the User and Apulis with respect to the Software. “Apulis” under the Agreement refers to Apulis Technology (Shenzhen) Co., Ltd. and its applicable affiliates.

1. **General Provision.**

Apulis grants the User a non-exclusive license to use the Software within the territory of the People's Republic of China (excluding the Hong Kong SAR, the Macao SAR and the Taiwan region) (hereinafter referred to as “China”), provided that the User agrees to be bound by the terms of the Agreement, and comply with all terms and conditions under other agreements (if any) that the User has entered into with Apulis regarding the User’s right to use the Software or the authorization document (if any) provided by Apulis to prove the User has the right to use the Software.

1. **Scope of License of the User**
2. Apulis will grant the User a non-transferable and non-exclusive license to use the Software.
3. The User may make one copy of the Software for using the Software and the relevant services, and shall only use such copy as a backup. The copy must contain all the copyright information contained in the original software.
4. **Apulis reserves all other rights not expressly granted by the Agreement and other terms hereof. The User shall separately obtain Apulis’s written permission when exercising such rights. Apulis’s failure to exercise any of the aforesaid rights shall not constitute a waiver of such rights.**
5. **Code of Conduct for the User**
6. **The User may not engage in any of the following acts in the course of his/her use of the Software except as permitted by laws and regulations or by Apulis’s written permission:**
7. **delete the copyright information on the Software and its copies;**
8. **reverse engineer, disassemble, decompile the Software or otherwise attempt to discover the source code of the Software;**
9. **use, lease, lend, copy, modify, link, reproduce, assemble, release, publish or establish a mirror image website of the contents in which Apulis has intellectual property rights;**
10. **copy, modify, add, delete and mount the data stored in any terminal memory by the Software or during the operation of the Software, the interactive data between the client and the server during operation of the Software, and the system data necessary for the operation of the Software, or create any derivative works by using plug-ins, add-ons or third-party tools/services unauthorized by Apulis to access to the Software and related systems;**
11. **add, delete or change the features or operating effects of the Software by modifying or falsifying the directives and data of the Software, or operate or make public the software and methods used for the above purposes, whether such acts are for commercial purposes;**
12. **log in to or use Apulis’s Software and services through third-party software, plug-ins, add-ons or systems that are not developed or authorized by Apulis, or produce, publish or spread such tools;**
13. **interfere with, or authorize others or third-party software to interfere with, the Software and its components, modules and data; and**
14. **take other acts not expressly authorized by Apulis.**
15. **Except as permitted by laws and regulations or authorized by Apulis in writing, the User may not engage in any acts in the course of his/her use of the Software that violate the laws and regulations, infringe on the legitimate rights and interests of other users, interfere with normal operation of products or are not expressly authorized by Apulis.**
16. **The User shall judge the contents of the Software by him/herself and assume all risks arising from the use of the contents, including the risks arising from reliance on the correctness, completeness or usefulness of the contents. Apulis cannot and will not be responsible for any loss or damage caused by the foregoing risks.**
17. **The User understands and agrees that Apulis is entitled to, based on its reasonable judgment, punish any act violating relevant laws and regulations or provisions of the Agreement, take appropriate legal action against any user in violation of any laws and regulations, and preserve relevant information in accordance with related laws and regulations and report it to relevant departments, etc. The User shall bear all the legal responsibilities resulting therefrom.**
18. **The User understands and agrees that he/she shall undertake full responsibility for any claim, request or loss asserted by a third party due to his/her violation of the Agreement or the related terms of service. The User shall also be liable for compensation for any losses resulting therefrom to Apulis.**
19. **Third-Party Software or Technology**
20. Any third-party software or technology (including open source code and public domain code that may be used for the Software, which also apply hereinafter) may be used for the Software, and such use has been legally authorized.
21. If any third-party software or technology has been used for the Software, Apulis will demonstrate relevant agreements or other documents in accordance with relevant regulations or stipulations through annexes to the Agreement, a package in a specific folder for the installer package of the Software, or open source software pages and other forms, which may be expressed as "Software License Agreement", "License Agreement", "Open Source License" or other forms. The foregoing agreements, other documents and web pages presented in various forms constitute an integral part of the Agreement and shall have the same legal effect as the Agreement. The User shall comply with all these requirements. **If the User fails to do so, such third party or the competent state authority may file a lawsuit, impose a fine or take other sanctions against the User, and require Apulis to provide assistance therefor. The User shall solely bear relevant legal responsibilities.**
22. **The third party, instead of Apulis, shall be liable for resolving any dispute arising from any third-party software or technology used for the Software. Apulis does not provide customer service support for any third-party software or technology. If the User needs any support, please contact the third party.**
23. **Statement on Intellectual Property Rights**
24. Apulis is the holder of the intellectual property rights in the Software. All intellectual property rights in the Software, including copyright, trademark right, patent right and trade secrets and all information related to the Software, including but not limited to texts, images, audio, video, graphics, interface design, layout framework, related data or electronic documents, are protected by the laws and regulations of the People's Republic of China and corresponding international treaties. Apulis will be entitled to the above intellectual property rights, except for those rights enjoyed by relevant right holders in accordance with the laws.
25. The User shall not implement, use, or transfer any of the above intellectual property rights, nor permit any third party to do so, for any commercial or non-commercial purpose without written consent of Apulis or relevant right holders.
26. **Protection of Users’ Personal Information**
27. Protecting User information is one of Apulis’s fundamental principles. Apulis will take reasonable measures to protect all Users’ personal information. Except where required by laws, Apulis shall not make public or disclose the User’s personal information to any third party without the consent of the User.
28. The User may need to provide some necessary personal information when using the Software. For example, the User needs to fill in the mobile number for Apulis to provide account registration service or user identification verification. Where the national laws and regulations or policies have special provisions, the User needs to provide real identity information. If the provided information is incomplete, the User is not allowed to use the Software or may be subject to restrictions on use.
29. With respect to any personal information (“Personal Information”) arising from use of the Software and collected by or made available to the User, the User shall use the Software pursuant to all applicable laws and regulations and perform your obligations hereunder as stipulated herein. “Applicable Laws and Regulations” for the purpose of the Agreement refer to the laws, regulations, rules, normative documents and policies of the country/region where the information or services the User provided through the Software or the aforesaid information or services may be received. the User undertakes to comply with all applicable laws and regulations about privacy and data protection, as may be amended from time to time, including the laws and regulations applicable to personal information, and provide Apulis with the information necessary to certify that the User have complied with the aforesaid laws and regulations as well as the stipulations hereof;
30. **Export Control**

**The User agrees not to export or re-export the Software, any part thereof, or any program or service or other works directly related to the Software to any country or region outside of Mainland China.**

1. **No Warranty**

**The express warranty under the Agreement constitutes the entire warranty. To the maximum extent permitted by applicable laws, the Software and support service (if any) provided by Apulis are provided "as is" with all faults, and without warranty of any kind, either expressed, implied or statutory, including without limitation, those of merchantability, suitability for a particular purpose, accuracy of responses, completeness of results, free from viruses or negligence, or with or without support service for the Software.**

1. **Exemption or Limitation of Responsibilities**
2. **The User understands and agrees that the Software will be provided "as is". Apulis does not give any warranty, express or implied, with respect to the Services, including but not limited to the warranties of applicability and continuity of the Services.**
3. **The User understands and agrees that in no way will Apulis be responsible for any damage or consequence resulting from interruption of the Services caused by force majeure and other risk factors encountered during the use of the Services. “Force majeure” refers to the objective events that are unforeseeable, insuperable and unavoidable and cause significant impacts on any party or the parties, including but not limited to natural disasters such as flood, earthquake and storm, and social events such as war, riot and act of government.**
4. **To the extent permitted by applicable laws, in no event will Apulis, for any reason whatsoever, be responsible for: (A) any indirect, accidental, punitive, incidental, exemplary, special or consequential damage; (B) loss of business or opportunity; (C) loss of revenue; (D) loss of profit; (E) loss of goodwill; (F) loss of content; or (G) loss of data.**
5. **To the maximum extent permitted by applicable laws, Apulis shall in no way be responsible for any indirect, accidental, direct, special, punitive or any other damages (except for the loss of the User’s property caused by the intentional or gross negligence of Apulis) arising out of or in connection with the use of or inability to use the Software, even if Apulis has been advised of the possibility of such damages.**
6. **This limited liability clause will remain in effect even if the remedy fails to achieve its intended purpose. To the maximum extent permitted by applicable laws, and in any event, the entire liability of Apulis under any of the terms of the Agreement shall be limited to the reasonable amount (if any) paid by the User for using the Software under the Agreement. If the User obtain the Software for free, Apulis is not obliged to take any liability or pay any compensation to the User. Moreover, Apulis shall not be liable for any claims or damages arising out of or in connection with the content applied or operated on the Software that is provided by the User or any third party, or any other content related to such content.**
7. **Miscellaneous**
8. **By using the Software, the User will be deemed to have read and agreed to be bound by the Agreement. Apulis has the right to amend the content of the Agreement where necessary.** Apulis may deliver various rules, notifications, prompts and other information about the Services to the User through one or more of the approaches including but not limited to demonstration on relevant service page, announcement and prompt on web page, email, SMS message, regular mail delivery. The User may check relevant terms and conditions of the Agreement in the latest version of the Software. By continuing to use the Software after changes to terms and conditions hereof, the User will be deemed to have accepted the amended Agreement. If the User does not accept the amended Agreement, he/she shall discontinue using the Software.

The User agrees that no failure by the User to receive relevant rules, notifications, prompts and other information due to an error in such information as email, mobile number and mailing address or other reasons not attributable to Apulis shall impair the legal effect of such information on the User and the User shall be subject to such information. The User shall solely bear all the consequences and responsibilities arising therefrom.

1. **The establishment, validity, performance, interpretation, and dispute settlement of the Agreement shall be governed by the laws of the Mainland China (excluding the Conflict of Laws).**
2. **If there are any disputes or conflicts between the User and Apulis, the two parties shall first endeavor to settle the case through friendly negotiation. If no consensus could be reached, the User agrees that such disputes or conflicts shall be submitted to Shenzhen Court of International Arbitration for arbitration in accordance with its then effective arbitration rules. The arbitration award is final and binding on all parties.**
3. Captions and headings are used herein for the convenience of reading only without any practical implication. They shall not be used to interpret or construe the Agreement.
4. **In case that some of the provisions of the Agreement become invalid or unenforceable for whatever reason, the remaining provisions shall remain in force and effect and binding on the two parties.**
5. For the convenience of reading and understanding, the Agreement has been written in both Chinese and English, and the specific contents of the terms and conditions hereof shall be subject to the Chinese version hereof.