**X-IPA Studios End User License Agreement**

**fourth edition**

This X-IPA Software End User License Agreement ("Agreement") contains the terms and conditions under which you may access and use X-IPA Software and your use of related services provided to you by us or our partners ("Services"). ("Services") provided to you by us or our partners. This agreement is effective from the date of your acceptance. You and X-IPA Software are hereinafter referred to individually as a party and collectively as the parties.

Unless otherwise specified in writing as required by law, the Site (and most of its Services) are not available to European Union citizens. For special terms for European Union citizens, see Section 7: Additional Terms for European Union Citizens of this License Agreement.

# Use of services

## Rights grants

We grant you a non-exclusive, non-transferable, non-sub-licensable and limited license under the terms and conditions of this Agreement for the services you order or obtain from our partners ("X-IPA Partners"). You shall comply with any agreements, terms or conditions between you and X-IPA Partners.

## license

1. You agree that you may use the services provided by X-IPA Software subject to the terms and conditions of this Agreement.
2. You agree that you may not modify, rent, loan, sell, assign, license, sublicense, distribute, reproduce, modify, translate, create derivative works from, transmit, perform, display, network, or otherwise exploit the Services provided by X-IPA Software in any way or for any reason.
3. You agree that you will not use the services provided by X-IPA Software for any purpose that infringes the rights of others or violates any law, statute, ordinance or regulation.
4. You agree that you will not use the services provided by X-IPA Software to do anything that would jeopardize the security of a computer network or disrupt the normal operation of a network or system.
5. You agree that you shall not use the services provided by X-IPA Software for any purpose that may adversely affect the normal operation of the Internet or mobile network.
6. You agree that you shall not use the services provided by X-IPA Software for any purpose that may adversely affect other users or the community.

## Acceptable Use Policy

In addition to the terms of this Agreement, you agree to abide by any other usage policies or rules established by X-IPA Software and its partners.

## Your Software

Unless otherwise stated by law, you shall be responsible for the legality, accuracy, completeness and reliability of the Software Content you upload. As part of the Terms of Service, you shall be responsible for obtaining and maintaining any notices, consents or authorizations relating to the content of the Software you upload.

## Your Content

You shall ensure that your content does not violate the terms and conditions of this Agreement and complies with laws and regulations. You are responsible for the legality, accuracy, completeness and reliability of your Content. As part of the Terms of Service, you are responsible for obtaining and maintaining any notices, consents or authorizations relating to your Content. Except as expressly provided by law, we have no obligations or liabilities with respect to your Content.

## Third-party content

The Services may contain or make available to you Third Party Content. Third Party Content may be subject to separate terms and conditions set forth in this Agreement and the Documentation, as applicable. The Third Party Services are provided on an "as is" and "as available" basis. We make no representations or warranties of any kind with respect to any Third Party Content and shall not be liable for any loss, damage or liability of any nature or kind incurred as a result of any Third Party Content.

# Security and data privacy

## surety

Subject to our obligations under Sections 1.5 and 2.3, we will take appropriate administrative, physical and technical measures to help you protect the security and confidentiality of your Content stored on the Services. We will not access or use your Content (except to comply with laws, regulations or binding orders of governmental authorities) except to provide you with necessary services.

## data privacy

As part of our services and in order to protect the personal information you provide to us, we adhere to the X-IPA Software Privacy Policy. You can specify the region in which your content is stored. We will not migrate your content from the region you select without your consent unless:

1. Must be relocated to comply with applicable laws and regulations or binding orders of governmental authorities.
2. In order to provide billing, administrative, or technical services or as a result of investigating security incidents or investigating violations of this Agreement. We may process some data in the data areas where you use the Services, and we may also process it in the areas where we maintain operational, support and investigative systems and teams. We will provide you with detailed information about our processing of your personal information as required by applicable laws and regulations and governmental authorities.

## Your security

Subject to Section 2.1 above, you shall be responsible for any security breaches and the consequences of such breaches arising out of or in connection with your Content, including, without limitation, any viruses, Trojan horses, worms or other harmful programming programs contained in your Content.

# Representations and warranties

## Statements by the parties

Each party declares that it has legally and validly executed this Agreement with the appropriate power and authority.

## Your Representations and Warranties

You represent, warrant and covenant:

1. You shall comply with all applicable laws and regulations relating to your activities under this Agreement;
2. You should comply with the relevant laws and regulations when using the services;
3. Your use of the Services shall not infringe the intellectual property rights or any other rights of any third party.

## statement denying or limiting responsibility

**We do not guarantee the behavior of our subordinates:**

1. **Service will be error-free or uninterrupted;**
2. **We will correct all defects or errors in connection with the Service or prevent all third party damage or unauthorized access in connection with the Service;**
3. **the service will be compatible with your content or any other hardware, software, systems, services or data not provided by us. to the extent permitted by law, except as otherwise expressly provided, we exclude and expressly disclaim any warranties, representations, terms, conditions or other undertakings of any kind, whether express or implied, statutory or otherwise, including, without limitation, any warranties, representations, terms, conditions or other undertakings of merchantability, satisfactory quality, non-infringement or fitness for a particular purpose.**

# Store Physical and electronic

## before buying

In order to protect your legitimate rights and interests in the purchase of X-IPA Related Products, before purchasing, please be **sure to confirm that all the information in your shopping cart or real-time order (product, name of the consignee, contact information of the consignee, address of the consignee, whether or not it is delivered by postal EMS, the time of placing the order and the method of payment, etc.) is correct, and that you will bear the responsibility for any failure to ship or any accidental delivery due to omission or misplacement of information. You shall bear the responsibility**. If it involves electronic virtual goods, you must fill in the name of the consignee and payment method.

## At the time of purchase

In order to ensure that the money is correctly transferred to our studio upon receipt of the goods, **you will be redirected to the third-party payment page to complete the payment process immediately after placing the order, except for the goods labeled "Pay on Delivery"**. After we, as well as the platform, confirm the money transfer, we will match the shipment and send out the express shipment for you according to the express shipment order in accordance with the compliance requirements.

**If you pay us through UnionPay, we will send you an email with payment details after confirming the payment, which will serve as a valid legal basis in case of purchase disputes**.

## send out goods

Items within the same order (or complimentary items that come with it) will **be combined and shipped together when they are all ready to be shipped.**

If the status of all items within the order are in stock, we will send them out within **3** business days, if one or more items within the order are pre-sale or out of stock, they will be **combined and shipped together after the latest items to arrive at the warehouse have arrived**. **Pre-sale items or freebies will directly affect the whole order dependence, we recommend that you place a separate order for in-stock items and pre-sale items**. For freebies, you can **explicitly check the "I don't want freebies (if any)" checkbox on the order confirmation page** when placing an order. If you have to ship your order separately**, please be responsible for any additional service fees and shipping costs incurred**.

## Logistics, Packages and EMS

Mainland China and some of the cooperating countries **are entitled to parcel service or international package service**. For Hong Kong, Macao, Taiwan and other countries we do not cooperate with, please **contact us in advance to place an order**. You will be responsible for the cost caused by the collector transportation.

If you want to specify the courier service provider or delivery method, **please choose any suitable method from the drop-down box of "Customized Service Provider and Delivery Method" on the confirmation page**. However, you will be responsible for any additional shipping costs and risks incurred.

Part of the remote areas due to the inability to package the problem will be **the default choice of China Post EMS way to you to deliver the shipment**. Please note.

## Three guarantees, out-of-time returns and seven days without reason

Except for the products that we clearly indicate that we do not use the three packages, the products you purchased are subject to the three packages immediately from the date of arrival. Within the validity period of the three packages, you can **return and exchange the goods with free shipping and free support** for **the items that meet the criteria of being intact and not affecting the secondary sales (with the original quality and function, the original packaging, the related accessories and gifts are intact, and not affecting the secondary sales)**. The three packs service and the seven days without reason are independent of each other. In the case of standard goods, for example, the three packs service is valid for 3 days, and the last 4 days are valid for 7 days without reason. Three days before the arrival of the goods you can use the three packs service to make the above behavior on the problematic goods, or the implementation of the standard seven days no reason policy (within 7 natural days can be eligible for the goods to initiate a return of the goods within the requirements of the no reason to return the application, the resulting return shipping costs are borne by you). Returns outside the statute of limitations (beyond the three packages service period and seven days without reason for the return of goods behavior) need to provide additional **confirmation information sent to you at the time of purchase**, does not require intact and does not affect the second sale (but requires that the return of goods to retain the original tags and GUID identification), but the resulting shipping costs and risks are borne by you.

## receipt or bill for purchase

Except for some items, all other items in our store support electronic invoices. After confirming receipt of goods, please send the confirmation information of the corresponding order, relevant invoicing information and the natural person's signature to [e-invoice@x-ipa.online](mailto:e-invoice@x-ipa.online) , and wait patiently after submission.

# terminate (law)

## terminate (law)

1. You agree that X-IPA Software has the right to terminate this Agreement at any time without prior notice to you.

2. X-IPA Software has the right to terminate this Agreement without prior notice to you if you breach any of the terms or conditions of this Agreement.

3. In the event of termination of the services provided by you, X-IPA Software has the right to retain and use your personal information to protect the agreement with you and has the right to recover the relevant amounts from you if necessary.

4. If you wish to terminate this Agreement, you shall notify X-IPA Software in writing within thirty (30) days.

5. If you fail to notify X-IPA Software in writing in a timely manner of the termination of this Agreement, X-IPA Software shall have the right to use your personal information prior to termination for any legal or contractual purpose prior to the termination of this Agreement.

## default (on a loan or contract)

X-IPA Software has the right to terminate this Agreement and hold you liable for any breach of the terms or conditions of this Agreement.

# Application of law and jurisdiction

# Additional provisions for EU citizens

This Agreement applies to EU citizens. EU citizens have the same rights and obligations as other EU citizens. The Terms and Conditions section of this Agreement is governed by the laws of EU citizens. If you do not meet the legal requirements of an EU citizen, please note that the Terms and Conditions section of this Agreement may not apply to you.

## Restricted list of services applicable to EU citizens

EU citizens can only use the **limited services** provided by X-IPA Software and not the following services:

* X-IPA SinglePoint Account account service or any X-IPA Studios owned service that accesses the account system;
* X-IPA Software MainSite Full Service;
* X-IPA Cloudrive Cloud Hard Disk Service

## result

X-IPA Software shall have the right to terminate this Agreement and to hold the EU citizen liable for any breach of the terms or conditions of this Agreement that results in us being subjected to any administrative penalties from the EU side or from any other side, or being sentenced to a criminal penalty.