

Updated date: June 16, 2023

Effective date: June 16, 2023

Thank you for using the "SmartThinks" software (hereinafter referred to as the software)! This agreement is a contract between you and the software manager, and has the legal effect of a contract. Please read it carefully.

1. General principles

- 1) The ownership and operation right of this software belong to us. the
- 2) Before using the software, users should read this agreement carefully and agree to abide by this agreement before using the software. Once the user starts using the software, an agreement relationship is automatically formed between the user and the application, and the user shall be bound by this agreement. When using a special service or product, the user should agree to accept the relevant agreement before using it. the
- 3) This agreement can be updated by this software at any time, and users should pay attention to and agree to it in a timely manner. Notices, announcements, statements or other similar contents of this software are part of this agreement.

2. Service content

- 1) The specific content of this software is provided according to the actual situation. the
- 2) This software only provides relevant functional services, in addition to related network services related equipment (such as mobile phones, and other devices related to accessing the Internet or mobile network) and required fees (such as accessing the Internet The paid telephone fee and Internet fee, and the mobile phone fee paid for using the mobile network) shall be borne by the user himself.
- 3) Some of the software services we provide to you are paid membership services ("membership services"), and users can purchase membership services by paying the corresponding service fees. For membership services, we will provide users with clear prompts before paying service fees.

Only when users confirm their willingness to pay the relevant fees based on the prompts will we provide relevant membership services to users.

3. Rules of use

1) Users are fully responsible for the content they publish, upload or transmit by themselves. All users are not allowed to publish, reprint, or transmit information containing any of the following content on any page of the software, otherwise the software has the right to handle it by itself without notifying the user:

- (1) Violating the basic principles established by the Constitution;
- (2) Endangering national security, leaking state secrets, subverting state power, and undermining national unity;
- (3) Damage to national honor and interests;
- (4) Inciting ethnic hatred, ethnic discrimination, and undermining ethnic unity;
- (5) Undermining the state's religious policies, promoting cults and feudal superstitions;
- (6) spreading rumors, disrupting social order, and undermining social stability;
- (7) Spreading obscenity, pornography, gambling, violence, terror or abetting crimes;
- (8) Insulting or slandering others, infringing upon the legitimate rights and interests of others;
- (9) Inciting illegal assemblies, associations, processions, demonstrations, gathering crowds to disrupt social order;
- (10) Activities in the name of illegal civil organizations;
- (11) Contains other content prohibited by laws and administrative regulations.

2) When a third party believes that the information published or uploaded by the user infringes its rights, and sends a rights notice to the software in accordance with the "Regulations on the Protection of Information Network Communication Rights" or relevant laws and regulations, the user agrees that the software can make its own judgment and decision Delete the information suspected of infringement, unless the user submits written evidence to exclude the possibility of

infringement, the software will not automatically restore the above-mentioned deleted information;

- (1) Do not use the network service system for any illegal purpose;
 - (2) Comply with all network agreements, regulations and procedures related to network services;
 - (3) Do not use this software to conduct any behavior that may adversely affect the normal operation of the Internet;
 - (4) Do not use this software to do any detrimental behavior to this software.
- 3) If the user violates any of the above regulations when using network services, the software has the right to require the user to correct or directly take all necessary measures (including but not limited to deleting the content posted by the user, suspending or terminating the user's right to use the network service) to mitigate The impact of user misconduct.

4. Privacy Protection

1) This software does not make public or provide third parties with individual user registration information and non-public content stored in this software when users use network services, except in the following cases:

- (1) Obtain the explicit authorization of the user in advance;
 - (2) According to relevant laws and regulations;
 - (3) In accordance with the requirements of relevant government authorities;
 - (4) To safeguard the interests of the public.
- 2) The software may cooperate with a third party to provide users with relevant functional services. In this case, if the third party agrees to assume the same responsibility as the software for protecting user privacy, the software has the right to store the user's registration information. provided to the third party.
- 3) Under the premise of not disclosing the privacy information of individual users, this software has the right to analyze the entire user database and make commercial use of the user database.

5. Copyright statement

- 1) The text, pictures, audio, video and other copyrights of this software are owned by us or jointly with the author, and shall not be reproduced arbitrarily without the permission of this software.
- 2) The software's unique logo, layout design, layout and other copyrights belong to us. Without the permission of this software, it is not allowed to be copied or reproduced arbitrarily.
- 3) If the content of this software is reproduced maliciously, this software reserves the right to resort to the law.

6. Statement of Responsibility

- 1) The user expressly agrees that the risks and all consequences of using this software service will be entirely borne by the user himself, and this application does not assume any responsibility for this. the
- 2) This software cannot guarantee that the service will meet the user's requirements, nor does it guarantee the timeliness, security and accuracy of the service. the
- 3) The software does not assume any responsibility for network service interruption or other defects caused by force majeure or reasons beyond the control of the software, but will try its best to reduce the losses and impacts caused to users.
- 4) The software has the right to temporarily or permanently modify or terminate the service (or any part thereof) at any time, regardless of whether it is notified or not, and the software does not assume any responsibility for the user or any third party.

7. Supplementary Provisions

- 1) The conclusion, execution, interpretation and dispute resolution of this agreement shall be governed by the laws of the People's Republic of China.
- 2) If any provision of this agreement is completely or partially invalid or non-executable for any reason, the remaining provisions of this agreement shall still be valid and binding.
- 3) The right to interpret and amend this agreement belongs to us.