

DeepQ AI Platform Terms of Use

Update on: 2018

THANK YOU FOR USING THE DEEPQ AI PLATFORM (“THE PLATFORM”). PLEASE READ THESE DEEPQ AI PLATFORM USER TERMS AND CONDITIONS (“THE TERMS”) CAREFULLY TO UNDERSTAND YOUR RIGHTS AND RESPONSIBILITIES.

BY USING THE PLATFORM OR ANY PRODUCT OR SERVICE AVAILABLE WITHIN, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ANY PROVISION OF THE TERMS, PLEASE DO NOT USE THE PLATFORM. You represent and warrant that You are of legal age and otherwise competent to be contractually bound by these Terms. If You are accepting these Terms on behalf of Your employer, You represent and warrant that You are fully authorized to bind Your employer to these Terms. If You do not have the requisite authority, you may not accept these Terms or use the Platform or any product or service on behalf of Your employer.

These Terms, together with any additional terms provided to You by HTC when using the Platform (“Additional Terms”), each which may be amended from time to time, are a legal agreement between you, an individual or entity (“You” and “Your”), and HTC Corporation, or based on where You live one of its affiliates (“HTC”), that governs Your access to and use of the Platform. Your continued access to or use of the Platform following the posting of revised terms means that You accept and agree to any revised terms. You are expected to check this page each time You access or use the Platform so that You are aware of any changes, as they are binding on You. If there is a conflict between these Terms and the Additional Terms, the Additional Terms will govern.

1. **DeepQ AI Platform.** The Platform is a cloud machine learning model platform developed and operated by HTC, which provides the users with cloud machines with a learning model training environment. The users can upload their dataset to the Platform through the web page management interface to engage in machine learning model training. After the training is completed, the users can download the programs for which training has been completed to the users’ terminals for use (“the Services”). The data that You upload are collectively referred to as “User Data”.
2. **Age Minimum.** You must be 14 years of age or older to use the Platform. You certify that You are 14 years of age or older. If You are 14 years of age or older, but under the age of majority or age subject to parental consent according to local law, You should review these Terms together with Your parent or guardian to ensure that You and Your parent or guardian understand and agree to these Terms.

3. **Establishing An Account.** To use certain functions of the Platform, you will be required to register an account with the Platform. When you register for an account, you must provide full, accurate and up-to-date account information, including but not limited to name, email, telephone, address (if you choose duplicate electronic uniform Invoice), e-invoice account information (mobile phone bar code, individual certificate bar code) etc. If you use the Platform on behalf of your employer, you will be asked to provide the telephone and add tax ID number (if you choose triplicate electronic uniform invoice) of the employer that you represent. You must keep your log-in credential confidential and shall not authorize or share with any third party. You agree that HTC may attribute all use of Your account to You and that You are responsible for all activities engaged with your account, including any service purchased with your account on the Platform. If you suspect that your account may have been used by a third party without your authorization, you must notify HTC immediately by sending an email to the below email address: security@htc.com. When you register an account on the Platform through a social media account, we will link to such social media account based on your authorization or the setting that you use with such social media account and access your information from such account.
4. **System Requirements.** To use the Services provided through the Platform, you will need a computer that is connected to the Internet, an Internet connection and other compatible software. You understand that these system requirements may change from time to time. Your ability to access and use Services on the Platform. You shall be solely liable for these system requirements and the associated costs.
5. **Platform Services**
 - a. The Platform is a management and service platform for cloud machine learning model training. You can upload User Data for machine model training through the Platform. You can manage the User Data that You have uploaded through the management page of the Platform, including but not limited to setup, monitoring and deletion (if available on the Platform). If you choose to use certain machines learning training tools made available on this Platform, such as annotation tool, your use of such tools will be subject to these Terms.
 - b. The Platform might provide the functionality that the project owner who uploads the dataset can invite third party to participate individual project (including other machines learning training tools available on the Platform). If You invite third parties to participate Your project, You should determine and manage the role and corresponding permission for the third parties you invited to participate in the project. You shall be solely responsible for the management of permission for those third parties. The invited third parties should abide to the permission and rules given by You.

- c. The Platform only provides a cloud machine learning model training environment. HTC does not provide any warranty about the correctness, legality or completeness of the User Data that you upload. You shall ensure that the User Data that You upload, as well as the processing and use of the User Data, are compliant with applicable laws.
- d. Unless provided otherwise in these Terms or for the purpose of providing the Services so that you can conduct machine learning training with the User Data that You upload, HTC will not view the User Data that you upload, nor will HTC collect, process or share with any third party the User Data that You upload. However, if required by law or in order to protect the information security of the Platform or to assist you resolve technical support requirements, HTC may access or view the User Data that You upload.
- e. HTC may perform statistics analysis of the User Data that You upload in an anonymized or aggregate manner or provide such statistics data to a third party. However, such data use will not include any of your personally identifiable information or any personal information included in the User Data.
- f. After You have completed machine learning training and downloaded the model following training completion, HTC will continue to keep the User Data that You uploaded so that You can continue to use such data in the future. However, You can choose to delete such data at any time. Unless provided otherwise by law, HTC will delete Your account information and the User Data that You upload within 90 working days after You cancel the account registered with the Platform.

6. Purchase of Platform Services

- a. HTC may engage a third party payment processing company to manage the process flow of the sale of Services through the Platform and/or allow an authorized distributor to control sales and purchases on the Platform (collectively, “Third Party Payment Service Provider”).
- b. If you purchase any such Services (defined below) through the Platform, you authorize HTC or its Third Party Payment Service Provider to facilitate the purchase of these Services, to use payment method, and (if applicable) to store the payment related information that you provide. In relation to your purchase of any Service, you may be billed for any purchased Services: (i) before purchase is made; (ii) upon purchase of the Service or upon registration; (iii) after purchase of the Service; or (iv) upon your purchase on the Platform of a plan charged by service hours and payment of the fees (to terminate such plan charged by the service hours, please refer to Article 6(f)). If the payment method you choose cannot be verified, is invalid or is not otherwise acceptable, HTC or the Third Party Payment Service Provider may suspend or cancel your order.
- c. Any purchase on the Platform will be subject to and in accordance with the terms and conditions presented to You at the time of your purchase. Please read these terms carefully before making any purchase. If those terms of sale are between You and HTC’s Third Party Payment Service Providers, You hereby agree that HTC will be the third party beneficiary of such terms, shall be entitled to the

rights and benefits thereunder and may enforce the provisions thereof as HTC is a party thereto. You are solely responsible for all amount payable associated with purchases made using Your account.

- d. Prices on the Platform are subject to change without notice. HTC reserves the right to refuse or cancel any order at any time and at its own discretion.
- e. HTC may allow you to use certain Services free of charge. Any terms and conditions that apply paid Services will be applicable to free products (except applicable payment service clauses). HTC may impose limitation on Your access to or use of free Services. If You order any Services that offer a free trial period identified at the time of purchase, You must cancel the such Services before the end of the trial period to avoid incurring any charges. You understand that promotional and trial period offers are only redeemable and available during the period specified.
- f. If You purchase any plan charged by service hours, unless you terminate your participation in such plan in accordance with the process flow specified by the Platform or HTC (or its authorized third party) no longer provides the Services, You will continue to be provided the Services of such plan. If HTC decides to increase the unit price of the plan, HTC will give you notice about the increased unit price at least fifteen (15) days in advance. If you do not agree to the new unit price, you must immediately terminate your continued participation in the plan through the process flow specified by the Platform. Under certain circumstances, unless you agree to re-subscribe at the new price to continue your participation in the plan, HTC or the authorized third party licensor of the Service may cancel your purchase.
- g. Unless otherwise expressly provided in the refund policy of HTC (or its Third Party Payment Service Provider) or HTC fails to provide the Service You purchased which is attributable to HTC, all Services purchased from the Platform are final and non-refundable, without any return, replacement or refund, nor shall any Service purchased be transferrable in whole or in part. If HTC is obliged to provide you with a refund in accordance with applicable laws, the specific manner shall be determined by HTC or its Third Party Payment Service Provider.
- h. If your purchase or use of any Service on the Platform incurs any form of sales tax, duty or any other government charge or fee ("Taxes"), HTC or the Third Party Payment Service Provider will charge You for those Taxes. The applicable Taxes may be presented at checkout. You shall be responsible for paying any Tax incurred from any purchase or use of Services.
- i. HTC or its Third Party Payment Service Provider may engage a third party to collect past due payment. You must pay all reasonable cost incurred from overdue payment, including reasonable attorney fees and other legal charges and cost. If you fail to make timely payment in full, HTC may suspend or cancel your purchase and your right to use the Platform or any service. If you cancel your account, HTC or its Third Party Payment Service Provider has the right to collect from you any fee, additional charge or cost incurred before the cancellation of the account.
- j. HTC strives to be as accurate as possible and to eliminate any error related to the Services provided by the Platform. Nonetheless, HTC cannot and does not

represent or warrant that any Service description or pricing information are accurate, complete, reliable, current or error-free. In case of any error, HTC or the Third Party Payment Service Provider reserves the right to correct such type of error and to correct or revise Your purchase accordingly (which may include the collection of a correction fee), or cancel the purchase and refund any amount received.

7. **Product Access.** HTC may record and store the unique device identification code of Your personal computer or other electronic equipment. The availability of Services will vary between countries and not all Services are available in Your country of residence.
8. **Data Backup.** The Platform does not provide data backup hosting Services, (i) HTC does not guarantee that the User Data you upload will not be removed, damaged, destroyed, lost or become no longer available; (ii) you should make your own regular backups of the User Data that you upload to the Platform, as well as information that you acquire from the use of the Services on the Platform.
9. **HTC Licenses.** Subject to your full compliance with these Terms and the Addendum, HTC grants You a limited, personal, non-assignable, non-exclusive and revocable license to access and use the Platform and the Services controlled and operated by HTC for personal and non-commercial purposes during your applicable rental, purchase or license period, or the period during which HTC is entitled to provide you with the Services.
10. **License Restrictions.** If you breach these Terms, HTC may immediately terminate your right to use of the Platform, products and/or HTC related accounts, without providing any refund. The license under Articles 9 and 10 are subject to your compliance with the below restrictions. You shall not:
 - a. Work around any technical restriction in the Platform, or to use the Platform in an attempt to, or in conjunction with any device, program or service to circumvent the technical restrictions to control access to to the Platform;
 - b. Attempt to access the source code related to the Platform through reverse engineering, decoding, de-compilation, reverse compilation or otherwise, except and only to the extent that applicable law expressly permits, despite this limitation;
 - c. Sell, lease, rent, re-distribute, broadcast, revise, sublicense, assign or otherwise transfer or assign to any third party any software on the Platform or your right to use the Platform without authorization, except if provided otherwise in the applicable end user license agreement;

- d. Modify or make any derivative works of any Platform or Service in whole or in part;
- e. Remove any proprietary notices or labels on the Platform, any Service or their copy;
- f. Use the Platform or any Service for commercial purpose, except if provided otherwise in the applicable end user license agreement;
- g. Display (in part or in whole) the Platform or any Service as part of any public performance or display even if no fee is charged, except if provided otherwise in the applicable end user license agreement;
- h. Use the Platform or any Service provided on the Platform to infringe upon the rights of HTC, its affiliate or any third party, or use the Platform or any product in any way that does not comply with all applicable law or any applicable end user license agreement;
- i. Use any automated tool on the Platform to engage in any activity that is not related to machine learning training, such as exploring the vulnerability of external websites, malicious attack on other websites, attempt to alter, damage or scan the Services in an undue manner or interfering other users; or
- j. Use the Platform or any Service provided on the Platform in any manner not permitted by the Terms or the Additional Terms.

11. Support and Update. Other than those provided in these Terms, HTC has no obligation and may not provide any support services to the Platform or any Service published through the Platform.

12. Privacy. To use the Platform or any certain function of the Services available through the Platform, You may be required to provide personal information, including Your name, email, address and billing details. HTC will collect, process and store the personal information provided during your use of the Platform and protect Your privacy in accordance with HTC's privacy policy. Please read the HTC Privacy Policy (available on HTC website <https://www.htc.com/tw/terms/privacy/>) carefully. You must ensure that any information You provide to HTC is accurate, correct and up-to-date. To process Your transactions and/or to provide You with the products, HTC may provide Your personal information to third parties. If You use any third party product published through or related to the Platform, please do so with care. HTC is not be liable for any collection, use or disclosure of your personal information by any third party product. You should only use trusted third party products and read the applicable third party privacy policies.

13. Acceptable Use Policy

- a. You agree that when accessing and using the Platform You will not engage or attempt to engage in any improper use, including but not limited to any use that violates HTC Code of Conduct.
- b. If HTC suspects violations of these Terms, HTC may institute legal action, and cooperate with legal enforcement authorities in bring legal proceedings against violaters. Unless otherwise prohibited by applicable laws, you agree to cooperate with HTC in the investigation on any suspected violation by You or any other person. You authorize HTC to install, implement, manage and operate one or more types of software or monitoring measures or undertake other means to ensure or track any activity deemed potentially in breach of law or these Terms by HTC.

14. Ownership of Intellectual Property Rights

- a. Unless provided otherwise in these Terms, HTC and its affiliates, authorized third parties and suppliers own the title, copyright and other intellectual property rights of the Services provided on and through the Platform (and all rights embodied therein) and reserve any right that has not been expressly granted to You under these Terms. HTC, the DeepQ related logo and other names of HTC products and services on the Platform are the trademarks and logos of HTC Corporation and its affiliates. In addition, any other third party company name, product name, service name or logo related to any product published on or through the Platform may be trademark or logo owned by other third parties and shall not be used without their permission.
- b. The Platform may include third party software governed by open source or third party license terms (“Third Party Terms”). Your use of such third party software shall be subject to the restrictions set forth by any Third Party Terms. You can further understand the third party software and the Third Party Terms applicable to them on the settings page of the Platform.

15. Feedback. Other than the User Data that you upload in accordance with these Terms, you may provide verbal or written comments, suggestions, ideas, plans, explanations, drawings or other information related to the Platform or Services (“Feedback”). HTC is free to use, disclose, reproduce, license or otherwise distribute such Feedback without any obligations to You.

16. Termination

- a. If you breach any provision of these Terms, these Terms shall terminate automatically. You may terminate these Terms at any time by cancellation of your

account. You understand that the termination of these Terms will not entitle You to any refund, including any fee related to any subscription plan. When these Terms are terminated for any reason, you must immediately stop the use of the Platform and the below clauses of the Terms shall survive the termination:

Articles 8, 10 to 27. HTC reserves the right to change, remove, delete, restrict or prohibit use or stop providing you with all or part of the rights to the Platform or any Service at any time without prior notice to you.

- b. If you do not log into the Platform during six (6) consecutive months after having registered an account on the Platform, HTC has the right to cancel your account. After HTC cancels your account, you must re-register an account in order to use the Services on the Platform.

17. DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PLATFORM AND ALL SERVICES PROVIDED THROUGH THE PLATFORM ARE PROVIDED TO YOU “AS IS”, “WITH ALL FAULTS” AND “AS AVAILABLE” AND THE ENTIRE RISK OF USE AND PERFORMANCE, REMAINS WITH YOU. HTC AND ITS SUPPLIERS AND LICENSORS DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY AND HEREBY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT. IN PARTICULAR, HTC, ITS SUPPLIERS AND LICENSORS MAKE NO WARRANTY THAT THE PLATFORM, ANY SERVICES AVAILABLE WITHIN: (I) WILL MEET YOUR REQUIREMENTS OR WILL WORK WITH ANY THIRD-PARTY SOFTWARE, APPLICATIONS OR THIRD-PARTY HARDWARE; (II) WILL BE AVAILABLE OR PROVIDED ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; (III) OR ANY INFORMATION OR CONTENT OBTAINED THROUGH IT WILL BE ACCURATE, COMPLETE, OR RELIABLE; OR (IV) THAT ANY DEFECTS OR ERRORS THEREIN WILL BE CORRECTED. ALL SERVICES AVAILABLE FOR YOU AND OTHER MATERIAL YOU DOWNLOAD OR ACCESS AND USE THROUGH THE PLATFORM ARE AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT RESULTS THEREFROM. USE OF THIS PLATFORM MAY AFFECT THIRD-PARTY HARDWARE, SOFTWARE, APPLICATIONS, DEVICES, OR SERVICES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER YOUR LOCAL LAWS THAT THESE TERMS CANNOT CHANGE. IN PARTICULAR, TO THE EXTENT LOCAL LEGISLATION IMPLIES STATUTORY TERMS WHICH CANNOT BE EXCLUDED, THOSE TERMS ARE DEEMED INCORPORATED INTO THESE TERMS BUT HTC’S LIABILITY FOR A BREACH OF THOSE STATUTORY IMPLIED TERMS IS LIMITED IN ACCORDANCE WITH AND TO THE EXTENT PERMISSIBLE UNDER THAT LEGISLATION..

18. DISCLAIMER AGAINST SPECIFIC DAMAGES. IN NO EVENT WILL HTC OR ANY SUPPLIER OR LICENSOR BE LIABLE FOR ANY CONSEQUENTIAL; SPECIAL; INCIDENTAL; DIRECT; INDIRECT; PUNITIVE DAMAGES; FOR LOSS OF PROFITS, BUSINESS, GOODWILL, ANTICIPATED SAVINGS, OR USE; LOSS OR CORRUPTION OF DATA, CONFIDENTIAL INFORMATION, OR OTHER INFORMATION; BUSINESS INTERRUPTION; PERSONAL INJURY; PROPERTY DAMAGE; LOSS OF PRIVACY; FAILURE TO MEET ANY DUTY OF GOOD FAITH OR REASONABLE CARE; NEGLIGENCE; AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, ARISING OUT OF, BASED ON, RESULTING FROM OR IN ANY WAY RELATED TO THESE TERMS OR THE PLATFORM AND/OR ANY SERVICE(S), EVEN IF HTC OR ANY SUPPLIER OR LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGE, LOSS, OR LIABILITY FROM INTENTIONAL ACTS (INCLUDING FRAUD, FRAUDULENT MISREPRESENTATION, AND FAILURE TO DISCLOSE DEFECTS), PRODUCT LIABILITY, OR FOR DEATH OR PERSONAL INJURY. NOTHING IN THIS SECTION 18 WILL BE INTERPRETED AS EXCLUDING LIABILITY WHICH CANNOT UNDER APPLICABLE LAW BE EXCLUDED IN THOSE JURISDICTIONS. IF YOU LIVE, OR ARE OTHERWISE SUBJECT TO THE LAWS IN ONE OF THOSE JURISDICTIONS, ANY STATUTORY ENTITLEMENT AVAILABLE TO YOU WILL BE DEEMED LIMITED TO THE EXTENT (IF AT ALL) PERMISSIBLE UNDER THAT LAW AND, IF LIMITATION IS NOT PERMITTED, THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 18 MAY NOT APPLY TO YOU.

19. LIMITED LIABILITY AND SOLE REMEDY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THEY ARE NOT EXCLUDED OR DISCLAIMED UNDER THIS SECTION 18, HTC'S AND ITS SUPPLIERS' AND LICENSORS' MAXIMUM, AGGREGATE LIABILITY TO YOU, AND YOUR EXCLUSIVE REMEDY UNDER THESE TERMS FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM OR IN ANY WAY RELATED TO THESE TERMS, THE PLATFORM, ANY SERVICES AVAILABLE WITHIN WILL BE TO RECOVER OF: THE ACTUAL DAMAGES YOU INCUR BASED UPON REASONABLE RELIANCE ON THE PLATFORM, ANY SERVICES AVAILABLE WITHIN UP TO FIVE DOLLARS (U.S. \$5.00).

THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THESE TERMS, THE PLATFORM, THE SERVICES, OR THE PROVISION OR FAILURE TO PROVIDE SUPPORT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES. EXCEPT FOR THE EXCLUSIVE REMEDY

IN THE FOLLOWING SENTENCE, THESE ACTUAL MONEY DAMAGES WILL BE YOUR SOLE AND EXCLUSIVE REMEDY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGE, LOSS, OR LIABILITY FROM INTENTIONAL ACTS (INCLUDING FRAUD, FRAUDULENT MISREPRESENTATION, AND FAILURE TO DISCLOSE DEFECTS), PRODUCT LIABILITY, OR FOR DEATH OR PERSONAL INJURY. NOTHING IN THIS SECTION 19 WILL BE INTERPRETED AS EXCLUDING LIABILITY WHICH CANNOT UNDER APPLICABLE LAW BE EXCLUDED IN THOSE JURISDICTIONS. IF YOU LIVE, OR ARE OTHERWISE SUBJECT TO THE LAWS IN ONE OF THOSE JURISDICTIONS, ANY STATUTORY ENTITLEMENT AVAILABLE TO YOU WILL BE DEEMED LIMITED TO THE EXTENT (IF AT ALL) PERMISSIBLE UNDER THAT LAW AND, IF LIMITATION IS NOT PERMITTED, THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 19 MAY NOT APPLY TO YOU.

EXCEPT FOR DISPUTES IN WHICH EITHER PARTY SEEKS TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT, YOU AND HTC AGREE THAT ANY DISPUTE MUST BE COMMENCED OR FILED BY YOU OR HTC WITHIN ONE (1) YEAR OF THE DATE THE DISPUTE AROSE, OTHERWISE THE UNDERLYING CLAIM IS PERMANENTLY BARRED (WHICH MEANS THAT YOU AND HTC WILL NO LONGER HAVE THE RIGHT TO ASSERT SUCH CLAIM REGARDING THE DISPUTE)..

20. **INDEMNIFICATION.** You will defend, indemnify, and hold harmless HTC, its directors, officers, employees, agents, partners, suppliers, and licensors and will keep them indemnified from any third party claim or demand, including reasonable attorneys' fees, relating to or arising from (i) Your unauthorized use of the Platform and/or any Services; (ii) any violation by You of these Terms; (iii) Your violation of any another party's rights or applicable law; or (iv) any User Data You provide.

21. **Restricted Use.** The Platform and the Services provided through the Platform are not designed for system that do not require fail-safe performance. You may not use the Platform or Services through the Platform in any device or system in which a malfunction would result in foreseeable risk of injury or death to any person. This includes operation of nuclear facilities, aircraft navigation or communication systems and air traffic control.

22. **Dispute Resolution, Governing Law and Jurisdiction.** The interpretation of these Terms or any dispute or disagreement arising out of any breach of this agreement shall be

governed by the laws of Taiwan, regardless of conflict of laws principles. All other claims, including any claim arising out of the Consumer Protection Act, Unfair Competition Act or any act of torts, shall be governed by the laws of the country or territory where you reside. You irrevocably agree that any dispute arising out of this Terms or any matter related hereto shall be subject to the first-instance jurisdiction of the Taiwan Taipei District Court. If the applicable law does not allow for the designation of the Taipei District Court as the first-instance court, the court of jurisdiction shall be determined in accordance with the applicable laws.

23. **Legal Effect.** These Terms do not change Your rights under the laws of the country in which You reside if the laws of Your country do not permit it to legally change Your rights. You may have rights under the laws of the country in which You reside that are in addition to, or different from, the rights set forth in these Terms.

24. **Compliance with Law and Export Regulations:** You will comply with all national or international laws, regulations and legislations applicable to this Platform and any Service available through the Platform, including but not limited to the US Export Administration Regulations (software is subject to these regulations), as well as any relevant restrictions on users, purpose of use and destination promulgated by the government.

25. **General Terms.** The titles of the clauses of these Terms are provided for the parties' convenience only and shall not carry any legal or contractual meaning. If HTC does not take any action against your breach, it does not constitute a waiver of its right to take action against any subsequent or similar breach. No waiver of any clause of these Terms shall be valid unless it is signed in writing. No waiver shall be deemed a waiver of a similar clause or any other clause. If a court of competent jurisdiction rules that any terms, covenant or restriction of these Terms is illegal, invalid or unenforceable, the remaining terms or restrictions shall remain in full force and effect, and will in no way be affected, impaired or invalidated. You may not assign, transfer or sublicense any of your rights (if any) under these Terms. These Terms are binding on all HTC successors and assignees.

26. **Entire Agreement.** These Terms and any Additional Terms constitute the entire agreement for the license and use of the Platform.

27. Contact Information. If you have any question about these Terms, please send all notices and letters to:

To: HTC Corporation

Attention: General Counsel
No. 88, Section 3, Zhongxing Road
Xindian District, New Taipei City 231
Taiwan, Republic of China