

## 服务条款

欢迎使用AILLO，这是一个简单、高效的即时通讯APP软件，该APP是由LEAP MANAGEMENT CONSULTING CO., LTD.（以下简称“LEAP”）提供，为用户实现网络沟通交流的互联网服务。

本服务条款是您、LEAP之间的协议。此条款在必要时将进行修订，且毋须另行通知。修订后的条款一旦在网页上公布即有效代替原来的服务条款。

### 1. 账户

您在使用AILLO之前需要注册AILLO的帐户，同时您需要仔细阅读AILLO的《隐私声明》和《服务条款》，并在充分阅读和理解了相关协议的约定后提交必要的个人及团队信息完成注册。LEAP因此获取的与您个人及您团队相关的任何信息均将依照《隐私声明》中的相关条款安全使用。

您注册的帐户由您管理和使用，但该帐户仍然归属于LEAP。除非您违反了《隐私声明》和《服务条款》的相关规定，否则LEAP将永久保留您对所注册帐户的使用权。

请您妥善保管您的帐户名和密码，当您使用完毕后，应安全退出。因您保管不善可能导致遭受盗号或密码失窃，责任由您自行承担。

### 2. 使用本服务

使用AILLO是免费的，但不包括我们针对高级用户推出的付费版本和功能。

如果您有意愿使用AILLO的某些付费服务，这将表示您同意支付其中的所有费用。在您提交使用付费产品的申请后，LEAP将提供经我们认可的第三方在线服务机构的支付方式，并要求您支付相关费用。成功支付后，表明您已经获得使用付费服务的权利并且已经达成此项交易，除非因LEAP的原因导致服务无法正常提供，否则我们将不退还您已经支付的服务费。

此外，由于您违反了《隐私声明》和《服务条款》的相关规定而导致帐户不可用，LEAP将不会退还付费产品在未使用期间的服务费。

以下行为是我们坚决反对和禁止的：

- a. 以恶意的对本网站进行任何形式的反向工程、反向编译、反汇编，或在竞争产品抄袭模仿本网站的设计。
- b. 使用的通信功能发送垃圾信息、频繁骚扰其他用户和造成用户反感的行为。
- c. 对网站服务器进行恶意攻击，或者采取恶意手段使用AILLO，造成服务器异常。
- d. 向第三方直接或间接出售、转售AILLO服务。
- e. 使用AILLO从事非法活动或者为非法活动提供帮助。

如果您采取了上述行为，我们将该行为引起后果的严重性追究责任，并保留通过法律途径追偿合理损失的权利。

### **3. 隐私保护**

AILLO为用户提供了完备的隐私保护机制，具体请参阅《隐私声明》中的相关约定。

### **4. 数据、内容和知识产权**

AILLO中的应用程序、源代码、LOGO、界面设计、应用程序编程接口（API）所关联的所有知识产权均归属LEAP所有。除另有特别声明外，LEAP提供本服务时所依托软件的著作权、专利权及其他知识产权均归LEAP所有。LEAP在本服务中所使用的“AILLO”、LOGO等商业标识，其著作权或商标权归LEAP所有。上述及其他任何本服务包含的内容的知识产权均受到法律保护，未经LEAP、用户或相关权利人书面许可，任何人不得以任何形式进行使用或创造相关衍生作品。

### **5. 不可抗力及免责**

您理解并同意，在使用本服务的过程中，可能会遇到不可抗力等风险因素，使本服务发生中断。不可抗力是指不能预见、不能克服并不能避免且对一方或双方造成重大影响的客观事件，包括但不限于自然灾害如洪水、地震、瘟疫流行和风暴等以及社会事件如战争、动乱、政府行为等。出现上述情况时，LEAP将努力在第一时间与相关单位配合，及时进行修复，但是由此给您造成的损失，LEAP在法律允许的范围内免责。

在法律允许的范围内，LEAP对以下情形导致的服务中断或受阻不承担责任：

- a. 受到计算机病毒、木马或其他恶意程序、黑客攻击的破坏；
- b. 用户或LEAP的电脑软件、系统、硬件和通信线路出现故障
- c. 用户操作不当
- d. 用户通过非易成科技授权的方式使用本服务
- e. 其他LEAP无法控制或合理预见的情形

您理解并同意，本服务并非为某些特定目的而设计，包括但不限于核设施、军事用途、医疗设施、交通通讯等重要领域。如果因为软件或服务的原因导致上述操作失败而带来的人员伤亡、财产损失和环境破坏等，LEAP不承担法律责任。

### **6. 生效与终止**

使用LEAP的服务即视为您已阅读本协议并接受本协议的约束。LEAP有权在必要时修改本协议条款，您可以在相关服务页面查阅最新版本的协议条款。本协议条款变更后，如果您继续使用LEAP提供的软件或

服务，即视为您已接受修改后的协议。如果您不接受修改后的协议，应当停止使用LEAP提供的软件或服务。

LEAP可能会对服务内容进行变更，也可能会中断、中止或终止服务。如发生下列任何一种情形，LEAP有权不经通知而中断或终止向您提供的服务：

- a. 根据法律规定您应提交真实信息，而您提供的个人资料不真实、或与注册时信息不一致又未能提供合理证明；
- b. 您违反相关法律法规或本协议的约定；
- c. 按照法律规定或主管部门的要求；
- d. 出于安全的原因或其他必要的情形。

LEAP有权按本协议2条的约定进行收费。若您未按时足额付费，LEAP有权中断、中止或终止提供服务。

## 7. 管辖与法律适用

本协议的成立、生效、履行、解释及纠纷解决，适用所有地区法律（不包括冲突法）。若您和LEAP之间发生任何纠纷或争议，首先应友好协商解决；协商不成的，您同意将纠纷或争议提交LEAP所在地有管辖权的人民法院管辖。

本协议所有条款的标题仅为阅读方便，本身并无实际涵义，不能作为本协议涵义解释的依据。

本协议条款无论因何种原因部分无效或不可执行，其余条款仍有效，对双方具有约束力。

## 8. 有害信息的过滤和删除

AILLO禁止用户创建和储存一切有害信息，包括：

违反中国宪法确定的基本原则的；

危害国家安全，泄露国家秘密，颠覆国家政权，破坏国家统一的；

损害国家荣誉和利益，攻击党和政府的；

煽动民族仇恨、民族歧视，破坏民族团结的；

破坏国家、地区间友好关系的；

违背中华民族传统美德、社会公德、伦理道德、以及社会主义精神文明的；

破坏国家宗教政策，宣扬邪教和封建迷信的；

散布谣言或不实消息，扰乱社会秩序，破坏社会稳定的；

煽动、组织、教唆恐怖活动、非法集会、结社、游行、示威、聚众扰乱社会秩序的；

散布淫秽、色情、赌博、暴力、恐怖或者教唆犯罪的；

侮辱或诽谤他人，侵害他人合法权益的；

侵犯他人肖像权、姓名权、名誉权、隐私权或其他人身权利的；

使用谩骂、辱骂、中伤、恐吓、诅咒等不文明语言的；

以非法民间组织名义活动的；

侵犯他人著作权、信息网络传播权等合法权益的；

含有法律、行政法规禁止的其他内容的。

LEAP将针对以上信息制定过滤和屏蔽机制，如用户在AILLO创建用户内容或储存用户文件时不能履行和遵守协议中的规定，LEAP有权对违反协议的用户做出关闭帐户处理，同时保留依法追究当事人法律责任的权利。此外，LEAP在采取移除等相应措施后不为此向原发布人承担违约责任或其他法律责任。LEAP依据本协议约定获得处理违法违规内容的权利，该权利不构成LEAP的义务或承诺，LEAP不能保证及时发现违法行为或进行相应处理。

## 9.其他

如果您对本协议或本服务有意见或建议，可与LEAP客户服务部门联系，联系方式为：tillo181113@gmail.com，我们会给予您必要的帮助

# Terms of Service

Welcome to AILLO, a simple and efficient instant messaging app, developed by LEAP MANAGEMENT CONSULTING CO., LTD. (hereinafter referred to as "LEAP"), which provides Internet services for users to communicate online. This Terms of Service is the agreement between you and LEAP. This clause will be revised as necessary and without further notice. The revised terms will be effective and replace the original *Terms of Service* once posted on the website.

## 1.Account

You need to register for AILLO's account before using AILLO. And meanwhile you need to read AILLO's *Privacy Statement* and *Terms of Service* thoroughly and understand its content clearly before submitting the necessary personal and team information to complete the registration. Any information obtained by LEAP in relation to you and your team will be used safely in accordance with the relevant provisions of the *Privacy Statement*.

Your registered account is managed and used by you, while the account is still owned by LEAP. LEAP will permanently retain your right to use the registered account if you violate the *Privacy Statement* and the *Terms of Service*. Please keep your account name and password safe, and you should

logout safely after use. You shall be responsible for theft or password theft due to improper storage.

## **2.Use of the service**

Using AILLO is free, however, it does not include our paid versions and features for advanced users. If you are willing to use certain paid services from AILLO, it means you agree to pay all of the fees. Upon the submission of your application for a paid product, LEAP will provide payment methods from our approved third-party online service providers and ask you to pay the relevant fees. After successful payment, you will be obtaining the right to use the paid service and the transaction is completed. Unless the service is not available due to LEAP, we will not refund the service fee you have already paid.

In addition, if the unavailability of account results from your breach of the *Privacy Statement* and the Terms of Service, LEAP will not refund the service fee for paid products during the unused period. The following actions are firmly opposed and prohibited by LEAP:

- a. Any form of reverse engineering, reverse compilation, disassembly, or plagiarism in a competitive product that mimics the design of this website.
- b. Use the communication function to send spam, frequently harass other users and with behavior that is offensive to other users.
- c. Malicious attack on the website server, or malicious use of AILLO, which cause the server exceptions.
- d. Sell or resell AILLO services directly or indirectly to third parties.
- e. Use AILLO to engage in illegal activities or to help illegal activities.

If you commit the above activities, we will hold accountable for the seriousness of the consequences and retain the right to recover reasonable losses through legal channels.

## **3.Privacy Protection**

AILLO provides users with a complete privacy protection mechanism. For details, please refer to the relevant provisions in the *Privacy Statement*.

## **4.Data, Contents and Intellectual Property**

All intellectual property rights associated with applications, source code, LOGO, interface design, and application programming interfaces (APIs) in AILLO are owned by LEAP. Unless otherwise specified, the copyright, patent and other intellectual property rights of the software which provides the Service are owned by LEAP. The trademarks or trademarks of “AILLO”,

LOGO and other commercial logos used by LEAP in this service are owned by LEAP. The intellectual property rights of the above and any other content contained in this service are protected by law and no one may use or create derivative works in any form without the written permission from LEAP, the user or the relevant rights holder.

## **5. Force Majeure and Exemption**

You understand and agree that in the course of using the Service, you may encounter risk factors such as force majeure, which may cause the Service to be interrupted. Force majeure is an objective event that cannot be foreseen, overcome, avoided and has a significant impact on one or both parties, including but not limited to natural disasters such as floods, earthquakes, plague epidemics and storms, and social events such as war, turmoil, government actions, etc.. In the above situation, LEAP will try to cooperate with the relevant units in the first time to repair promptly, but the damage caused to you by LEAP is exempt from liability within the scope permitted by law.

To the extent permitted by law, LEAP is not liable for service interruption or obstruction caused by:

- a. Damaged by computer viruses, Trojans or other malicious programs, hackers;
- b. User or LEAP computer software, system, hardware and communication lines are faulty
- c. Improper user operation
- d. Other situations which cannot controlled or reasonably foreseen by LEAP

You understand and agree that the Service is not designed for a specific purpose, including but not limited to nuclear facilities, military applications, medical facilities, transportation and other important areas. LEAP is not liable for any personal injury, property damage, or environmental damage caused by the failure of the above operations due to the software or services.

## **6. Effect and Termination**

Once you start using LEAP's services, it is deemed that you have read and agree to the terms and conditions of this agreement constraints by. LEAP reserves the right to modify the terms of this Agreement as necessary, and you can check the terms of the latest version of the Agreement on the relevant services page. After the terms of this agreement have been changed, if you continue to use the software or services provided by LEAP, you are deemed to have accepted the revised agreement. If you do not accept the revised agreement, you can stop using the software or services provided by LEAP.

LEAP may change the content of the service and may interrupt, suspend or terminate the service.

LEAP reserves the right to discontinue or terminate the services provided to you without notice if any of the following occurs:

- a. According to the law, you should submit real information, while the personal information you provide is false, or inconsistent with the information at the time of registration and fails to provide reasonable proof;
- b. You violate the relevant laws and regulations or the terms of this agreement;
- c. In compliance with legal requirements or the requirements of the competent authority;
- d. For security reasons or other necessary circumstances.

LEAP is entitled to charge in accordance with the terms of Article 2 of this Agreement. LEAP reserves the right to discontinue, suspend or terminate the provision of services should you fail to pay in full and on time.

## **7.Jurisdiction and Application of Law**

The establishment, effect, performance, interpretation and resolution of this agreement apply to all regional laws (excluding conflict laws). If there is any issue or dispute between you and LEAP, you should first settle it through friendly negotiation; if the negotiation fails, you can submit the issue or dispute to the jurisdiction of the people's court that has jurisdiction.

The headings of all the terms of this agreement are for reader-friendly purpose only and have no actual meaning and cannot be used as a basis for interpretation of the meaning of this agreement.

The terms of this Agreement are partially invalid or unenforceable for any reason, and the remaining terms are still valid and binding on both parties.

## **8.Filtering and Deleting Harmful Information**

AILLO prohibits users from creating and storing all harmful information, including:

- Violating the basic principles established by the Chinese Constitution;
- Endanger national security, divulge state secrets, subvert state power, and undermine national unity;
- Damage the national glory and interests and attack the party and the government;
- Inciting national hatred, ethnic discrimination, and undermining national unity;
- Undermine the friendly relations between the country and the region;
- Violate the traditional virtues of the Chinese nation, social morality, ethics, and socialist spiritual civilization;

Violate the national religious policy and promote cults and feudal superstitions;

Spread rumors or false news, disrupt social order and undermine social stability;

Inciting, organizing, instigating terrorist activities, illegal gatherings, associations, demonstrations, demonstrations, gathering people to disturb social order;

Spreading obscenity, pornography, gambling, violence, terror or abetment;

Insulting or slandering others and infringing upon the lawful rights and interests of others;

Infringe on the right of portrait, name, reputation, privacy or other personal rights of others;

Use uncivilized language such as jealousy, insult, slander, intimidation, curse, etc.;

Acting in the name of an illegal civil society organization;

Infringe on the legitimate rights and interests of others, such as copyright and information network communication rights;

Contain other content prohibited by laws and administrative regulations.

LEAP will formulate filtering and screening mechanisms for the above information. For example, if users cannot fulfill and comply with the provisions of the agreement when creating user content or storing user files in AILLO, LEAP has the right to close the accounts of the users who violate the agreement, while retaining legal investigation and the right of holding the parties to legal accountability. In addition, LEAP will not be liable to the original publisher for breach of contract or other legal liability after taking appropriate measures such as removal. LEAP obtains the right to deal with illegal and illegal content in accordance with this agreement. This right does not constitute LEAP's obligation or commitment. LEAP cannot guarantee the timely detection of illegal activities or corresponding treatment.

## **9.Other**

If you have comments or suggestions about this agreement or this service, you can contact LEAP Customer Service at: [tillo181113@gmail.com](mailto:tillo181113@gmail.com), we will give you the necessary assistance.