

## User Agreement

You are welcome to sign this User Agreement (hereinafter referred to as "this Agreement") with us and use our (defined below) services.

### Important Tips

#### **【Read carefully】**

Before you click to agree to this Agreement during the use process, you should read this Agreement carefully. Please be sure to carefully read and fully understand the terms and conditions, especially the terms of exemption or limitation of liability, applicable law and dispute resolution (if you are a minor under the age of 18, you should be accompanied by your legal guardian when reviewing). If you have any questions about the Agreement, please consult our customer service.

#### **【Signing Action】**

When you follow the prompts on the startup page and agree to this Agreement and complete all registration procedures, it means that you have fully read, understood and accepted all the contents of this Agreement, and have reached an agreement with us to become our user (hereinafter referred to as "user" or "you"). During the reading of this Agreement, if you do not agree to this Agreement or any of its terms, you should immediately stop the registration process.

#### **【Read carefully】**

Before completing the [Signing Action], please be sure to carefully read and fully understand the contents of each clause of this Agreement. If you are a minor under the age of 18, you should be accompanied by your legal guardian when reviewing and pay special attention to the Terms of Use for Minors. If you have any questions about the Agreement, you can contact us through the contact information disclosed in this Agreement.

### I. Definition

**We:** refers to the SPADA supply chain performance evaluation platform operated by Shenzhen Xintong Supply Chain Management Co., Ltd.

**Service Provider:** refers to the Internet information and software technology service provider Shenzhen Xintong Supply Chain Management Co., Ltd., also referred to as "Xintong" in this Agreement.

**Platform Rules:** refers to all rules, interpretations, announcements, notifications, etc. that have been published or will be published in the future on our platform.

### II. Scope of application

2.1 This Agreement is signed by you and our service provider and will take effect from the time you confirm your acceptance or from the time you use our services (whichever comes first).

2.2 Our Privacy Policy and the usage specifications agreed upon in this Agreement, as well as other agreements and platform rules added in the future, are an integral part of this Agreement. If you use our services and the corresponding services, you are deemed to agree to and abide by the above agreements and platform rules.

2.3 Unless expressly provided otherwise, any new features, new products, or new services we add shall be unconditionally subject to this Agreement.

### III. Account Registration and Use

When you use our services, you are required to register as a user or complete real-name authentication first.

#### 1. User Qualification

You confirm that before you start the registration process to use our services, you should have the civil

capacity for conduct that is appropriate to your behavior as stipulated by the laws of the People's Republic of China. If you register as a user without the aforementioned civil capacity for conduct that is appropriate to your behavior, you and your guardian shall bear all the consequences resulting therefrom in accordance with the law.

You are aware that if a person without civil capacity or with limited civil capacity improperly registers as our user, the service agreement between him/her and us will be invalid from the outset. Once discovered, we have the right to immediately stop providing services to the user or cancel the user's account.

## **2. Account Registration**

Account registration refers to the process in which a user logs in to us, fills in relevant information as required, and confirms that he or she agrees to perform this Agreement. Your registration information shall not contain any content that violates laws, regulations, and social ethics, and you shall not declare in the registration that you are a subject that you do not have the right to represent or have qualifications that you do not actually possess. If there is evidence or we determine according to relevant rules that you have improperly registered or improperly used multiple accounts, we may take measures such as freezing or closing accounts, refusing to provide services, etc. If losses are caused to us and related parties, we have the right to pursue your relevant responsibilities.

## **3. Account Security**

You have the right to log in to us using the mobile phone number, email and password you set and confirmed. Your account is set up and kept by you. We will not actively ask you to provide your account password at any time. Therefore, it is recommended that you keep your account safe. Any behavior that occurs in your account is deemed to be your behavior, and you are responsible for all behaviors that occur under your account. If the account is actively leaked by you or you are attacked, defrauded, etc. by others, we will not be responsible for the losses and consequences caused. You should seek compensation from the infringer through judicial, administrative and other relief channels.

Since your account on our platform is associated with your personal information, your account on our platform is for your personal use only. Without our consent, your direct or indirect authorization of a third party to use your account on our platform or obtain information under your account is invalid. If we determine that the use of your account may endanger the security of your account and/or the information security of our platform according to the breach identification procedures and standards agreed in the platform rules, our platform may refuse to provide the corresponding services or terminate this agreement.

## **4. Account Transfer**

You may transfer your account only if there are explicit legal provisions, judicial decisions, or with our platform's consent, and in accordance with the user account transfer process specified in our platform rules. Once your account is transferred, the rights and obligations under the account will be transferred together. In addition, your account may not be transferred in any way, otherwise our platform has the right to pursue your liability for breach of contract, and you will bear all the responsibilities and consequences arising therefrom.

## **5. Update and Maintenance**

You should update the information you provide in a timely manner. If the law clearly requires us as a platform service provider to verify the information of some users, we will check and verify your information from time to time in accordance with the law, and you should cooperate in providing the latest, true, complete and valid information.

If we fail to contact you according to the information you provided last time, you fail to provide information in a timely manner as required by us, the information you provided is obviously untrue, or the administrative and judicial authorities verify that the information you provided is invalid, you will bear all losses and adverse consequences caused to yourself, others and us. We may send you a notice of inquiry or rectification, and require you to re-authenticate, or even suspend or terminate the provision of part or all of our platform services to you, and we do not bear any responsibility for this.

## **IV. About paid services**

### **1. Purchase confirmation**

Xintong provides users with intelligent evaluation of enterprise supply chain performance and related consulting services and other derivative services. The specific services are subject to the display and actual provision of the relevant pages of the SPADA platform. You can choose to use one or more specific services according to your needs. By clicking "Purchase" to confirm, you are deemed to have read, understood and agreed to be bound by this Agreement. This Agreement will take legal effect between you and Xintong, and both parties are obliged to comply with the relevant agreements.

## **2. Service activation**

You purchase the required services online through the SPADA website based on your own needs. If your order is accepted by the system and displayed as successfully placed, it means that the service purchase is successful. You can check the purchased services and payment status through your SPADA account. SPADA provides you with services according to your ordering needs and service rules.

Party A(you) can pay the fees online or by bank transfer to Party B's following bank account (to ensure the continuity of service, if Party A chooses to pay the fees offline, reasonable time should be reserved for Party B to verify the receipt of the funds):

Account Name: Shenzhen Xintong Supply Chain Management Co., Ltd.

Bank account number: 755937202110101

Bank of Account: China Merchants Bank Science and Technology Park Branch

Remittance Notes: Xintong Service Fee (for single user/ monthly user / annual user / member)

Xintong has the right to carry out marketing promotion activities. During the marketing promotion period, Xintong may adopt preferential measures such as price discounts, service upgrades, and gifts. You understand that these preferential measures are temporary and phased, or there may be total quantity restrictions or purchase quantity restrictions. They may also only apply to users who meet specific conditions, or there are other conditions. Xintong does not guarantee that all users can participate in the activities and obtain preferential rights. Xintong has the right to formulate activity rules. Users participating in promotional activities should read and understand the activity rules and obtain and use Xintong services in accordance with the corresponding rules. Such activities are special offers of Xintong outside of normal service prices. You understand that the preferential rights you obtain, including Xintong price discounts and service discounts you enjoy outside of marketing promotion activities, cannot be applied simultaneously, and cannot be transferred or required to be repurchased by Xintong.

Xintong may launch free trial services such as public beta and internal beta from time to time. You can obtain and use them by voluntary application and comply with this Agreement and the relevant provisions of free services. You understand that such free services are usually not long-term or permanent. Xintong will not make any commitment to the availability and reliability of such services, nor will it bear any responsibility for the results of your use of such services. Xintong reserves the possibility of making availability and reliability commitments and charging fees for such free services. Before charging service fees, Xintong will notify you separately.

## **3. Service Validity and Refund**

You acknowledge that the Xintong services you purchased online or offline, both the single card and the monthly card services are non-refundable. For annual card and membership users, if you use the service for more than three months, you cannot get a refund; if you request a refund within three months of use, Xintong can process a refund for you, but the months of Xintong service use must be deducted, and the monthly card service fee will be charged. Therefore, Xintong strongly recommends that you purchase the corresponding services according to your actual needs to avoid unnecessary losses.

Regarding the refund of funds, Xintong will give priority to returning the funds by the original route according to the refund rules. You understand that in order to fulfill its obligation to prevent and control telecommunications network fraud, Xintong has the right to temporarily freeze the funds you paid that are of suspicious origin, return them by the original route, or transfer them to the public security organs for processing. At this time, the affected funds are deemed not to have been paid to Xintong, and you need to make up the fees separately.

Xintong will issue you a compliant VAT invoice in accordance with national tax regulations. If sales discounts, sales returns or other situations that require re-invoicing or red-ink invoices in accordance with national tax regulations occur, you must return the invoices issued by Xintong or provide the necessary information for issuing red-ink special invoices. The specific implementation is in accordance with the following policies:

- (1) If the refund occurs in the month when the invoice is issued and you have not yet completed the tax certification and deduction, you can simply return the invoice.
- (2) If you have already obtained tax deduction certification for the invoice, or the refund time has exceeded the month of invoice issuance, you should provide the necessary information for issuing a red-ink invoice, such as the "Information Form for Issuing Red-ink VAT Special Invoice".
- (3) If Xintong has not yet issued an invoice or has issued an invoice but has not yet delivered it to you, you are not required to provide invoice-related information.

After completing the above operations, you can apply for a new invoice according to the amount payable to Xintong, and both parties will handle the corresponding refund. If the above conditions are not met, re-invoicing and refund cannot be processed, and Xintong will not bear any responsibility for this.

You understand that if you have multiple Xintong accounts, each Xintong account will be billed independently. Your payment of Xintong service fees by yourself, entrusting others to pay Xintong service fees, or others paying fees for your Xintong account will be regarded as your payment behavior.

#### **4. Service Support**

Xintong provides you with after-sales service. Xintong provides 7\*24 hours free hotline and online consulting services to help you solve the problems you encounter in the process of using Xintong services.

Xintong can introduce and recommend Xintong services to you through telephone, text messages, emails, etc. It is up to you to decide whether you need recommended services and which Xintong services to choose.

Xintong continuously optimizes, improves and expands existing services to provide you with more abundant service types and service functions. You understand that the newly added or expanded service types and service functions may require you to pay additional fees to use them. At the same time, Xintong also has the right to charge for the current free services, increase or reduce the service prices, and announce the price adjustment on the Xintong official website or send you a notice. The adjusted price will take effect within the period specified in the announcement or notice. Unless otherwise agreed by both parties.

You understand and agree that Xintong's services are provided in accordance with the current status of what can be achieved with existing technology and conditions. Xintong will make reasonable efforts and ensure the continuity and security of the service under the adapted security capabilities, but Xintong cannot guarantee that the services it provides are flawless. Therefore, even if there are defects in the services provided by Xintong, if the above defects are unavoidable due to the technical level of the industry at that time, it will not be regarded as a breach of contract by Xintong, and Xintong does not need to bear any responsibility. Both parties should cooperate in a friendly manner to solve the problem together.

#### **5. Suspension, Change, and Termination of Service**

In order to provide you with more complete services, Xintong has the right to regularly or irregularly inspect, maintain, upgrade and optimize the service platform or related equipment, systems, software, etc., which may cause a short-term interruption or suspension of the service you use. Xintong does not need to be liable to you for such interruption or suspension, but Xintong should send you a notice in advance within a reasonable time.

Xintong has the right to adjust and change the types of services and service functions provided according to its own operational arrangements. If the aforementioned adjustments and changes affect your use of Xintong services, Xintong will send you a notice in advance within a reasonable period before the adjustments and changes take effect. If the relevant adjustments and changes will substantially reduce the functions and rights of the Xintong services you have purchased, Xintong will provide a corresponding adjustment plan. If you have any objections to this, you should raise them within 30 days after Xintong notifies you.

You understand that if Xintong needs to suspend or is unable to provide services to you due to the need to execute orders and regulatory instructions from courts, government agencies and other authorized agencies, or to deal with emergencies or threats to the security or integrity of Xintong services, Xintong will modify, restrict,

suspend or terminate the services to you within the affected scope. You understand that considering the urgency and particularity of the relevant events, Xintong may directly make such operations without prior notice.

You may terminate some or all of the Xintong paid services you have activated in accordance with the service rules of this Agreement, and you may also cancel all Xintong accounts you have registered to terminate the service relationship between Xintong and you. You should carefully evaluate the impact of terminating the relevant Xintong services on your system and business operations to avoid damage.

## **V. Your rights and obligations**

1. The evaluation and information services provided by us in accordance with the provisions of this Agreement. The service content is provided by us according to business needs.

2. You must ensure that you do not engage in improper behavior when using our platform and do not disrupt the normal order of the platform.

3. You shall not enter comments containing the following content into our platform, otherwise our platform may delete or block the information you posted in accordance with the law or this Agreement, and report your violation of relevant laws and regulations to the relevant authorities:

- Violation of the basic principles established by the Constitution;
- Endangering national security, leaking state secrets, subverting state power, and undermining national unity;
- Detrimental to national honor and interests;
- Distorting, vilifying, blaspheming, denying the deeds and spirit of heroes and martyrs, insulting, slandering or otherwise infringing upon the names, portraits, reputations and honors of heroes and martyrs;
- Promote terrorism, extremism, or incite the commission of terrorist or extremist activities;
- Inciting ethnic hatred, ethnic discrimination, and undermining national unity;
- Those that undermine the state's religious policies and promote cults and feudal superstitions;
- Spreading rumors and disrupting economic and social order;
- Spread obscenity, pornography, gambling, violence, murder, terror or instigate crime;
- Insulting or defaming others, infringing upon others' reputation, privacy and other legal rights;
- Using exaggerated titles, the content of which is seriously inconsistent with the title;
- To hype up gossip, scandal, bad deeds, etc.;
- Inappropriate comments on natural disasters, major accidents and other disasters;
- Content that is sexually suggestive, provocative, or likely to cause sexual associations;
- Inciting discrimination against groups of people, regions, etc.;
- Promoting vulgar, banal, and kitsch content;
- May cause minors to imitate unsafe behaviors and behaviors that violate social ethics, induce minors to develop bad habits, induce minors to become addicted to the Internet, be detrimental to the physical and mental health of minors, involve violent bullying of minors, and other bad behaviors;
- Contains horror, violence, gore, high risk, or endangerment to the physical and mental health of oneself or others, including but not limited to any violence or (and) suicide, self-harm, self-mutilation, any threat to life or health, use of controlled items or other dangerous instruments to endanger the personal or (and) property rights of oneself or others, or instigation or inducement of others to participate in dangerous or illegal activities that may cause personal injury or death;
- Involving illegal and prohibited items, including but not limited to: drugs, prohibited drugs, illegal tools, such as marijuana, opium, counterfeit currency, guns, tobacco, explosives, circumvention software, plug-in programs and other content;
- Involving illegal or prohibited activities, including but not limited to: pyramid schemes, fetal gender identification, selling counterfeit goods, and other content;
- Content prohibited by other laws and administrative regulations that may have a negative impact on the network ecology.

When you publish comments, pictures or videos, in addition to complying with these terms, you must also

comply with relevant national laws and regulations. You are fully responsible for any content you input.

4. You should not use our platform improperly in the following ways :

- Products and services in a way that violates anyone's rights , such as for fraud, deception, spamming, misleading, bullying, harassment, discrimination, or to promote hatred or suffering to others;
- Provide to us or collect, process, disclose, infer or generate personal information of others through us without authorization;
- Reverse engineer any of our algorithms, source codes, mechanisms, etc., or attempt to extract data from our platform in any way;
- Use us to develop, train or improve other algorithms, models, etc. that compete directly or indirectly with us;
- Use our products and services for any service that requires subject qualifications or professional review or as a substitute for professional services, including but not limited to medical, legal, news, education, investment and financial management and other professional fields;
- Make high-risk automated decisions in areas such as health, education, credit, finance, and critical infrastructure management that have a significant impact on the safety, rights, or well-being of individuals and society ;
- Inappropriate content generated by you using our platform by means including but not limited to copying, screenshots, screen recording, screen sharing, live streaming, etc.;
- Using in a dishonest manner, claiming or asserting that the products generated by AI are human works, or disguising human research results as the products generated by AI;
- Build applications, tools, products, and services that may not be suitable for minors;
- Delete, tamper with, or conceal in any way the data service results generated by our platform, regardless of the form in which such identification is embodied.
- Other uses that may harm our interests.

5. If you use us to provide services to any third party, you shall bear all corresponding rights, obligations and responsibilities, and we shall not be responsible for any losses caused thereby.

For the using our products and services out of China, you must comply with all laws, regulations, policies and supervision of foreign entities such as the United States, the European Union and/or other government agencies. You may not resell, export or transfer us or any products developed using us to specific countries and specific persons subject to regulatory control. You may not directly or indirectly export us or any technology containing us without the necessary approval from relevant government agencies and the prior consent of the team.

7. You have the right to file a complaint or report through the relevant paths in our product interface or by sending us an email at [claim@xintong.tech](mailto:claim@xintong.tech) . We will evaluate your complaint or report and take appropriate measures.

**8. You should pay attention to the following matters when creating and using content and data:**

- You shall ensure that the files, pictures, audio and video, materials, links, data, commands, descriptions, etc. used by you on our platform do not violate the provisions of relevant laws and regulations and the provisions of this Agreement, and do not infringe on the intellectual property rights and other legal rights of third parties. You shall bear full responsibility for the operation process, input content, and the results of your operation on our platform. Since the content you input includes but is not limited to violations of relevant laws and regulations, infringement of third parties' intellectual property rights or other legal rights, etc., you shall resolve them by yourself, and we shall not bear any responsibility for this;
- If your input content violates relevant laws and regulations or this User Agreement, we have the right to delete or block you without prior notice or obtaining your consent;
- If you find any loopholes or defects in the services we provide to you, you are welcome to inform us through the feedback function provided in our product interface or the contact information specified in this Agreement. Please do not spread or publish the loopholes or defects of our services through the Internet

or other means.

**9. If we allow others to use your content and data results, or allow you to use the content and data results of others, you must also pay attention to:**

- If you choose to share your content and data results with others or make them public, you grant us and other users a non-exclusive, global, irrevocable, free license to provide all or any part of your content and data results to other users, and to allow us and other users on the platform to experience, copy, display, distribute, modify, adapt or otherwise use your content and data results;
- You should ensure that the content and data you create, publish, disclose and share and their descriptions are always complete, accurate and not misleading;
- When using other smart products on our platform, you must comply with the relevant laws and regulations, this Agreement, and other agreements between us and you;
- If you find that other smart products violate relevant laws and regulations or the provisions of this Agreement, you can inform us through the feedback function provided in our product interface or the contact information specified in this Agreement;
- To protect the privacy of you and other users, you will not be able to see the records of other users using your data and content, and your records of using other users' content and data will not be visible to other users;
- We or other users may delete, block content and data or make content and data visible only to the creator for various reasons without prior notice or your consent. You should back up in advance any valuable records generated during your use of other users' content and data to avoid losses.

Some of the services we provide to you are currently free, but there may be restrictions on the number of calls, generation capacity, etc., and may be charged in the future depending on the adjustment of our business plan. We do not guarantee that you can continue to use the services we provide for free. If the number of calls and generation capacity provided for free cannot meet your needs, you are welcome to become our member.

**VI. Our rights and obligations**

1. We are obligated to maintain the normal operation of the entire platform based on existing technologies and strive to enhance and improve technologies to ensure your product and service experience.
2. We will respond promptly within the legally prescribed period to any questions or feedback you may have regarding our products or services when you register and use our platform .
3. We are required by law to fulfill our obligations to manage the ecological environment of online information content. We have the right to block relevant information, terminate service provision and other measures for your improper behavior on our platform or any situation where we believe that service should be terminated, and promptly notify you and relevant departments of the relevant situation; if you have any objections to our handling measures, you can provide relevant evidence to explain. If it is verified that your behavior has violated the user agreement of this platform or violated laws and regulations, we have the right to terminate the service to you.
4. In order to continuously improve the quality of our services, we may use the content and data you create after anonymization. The content and data you input to our platform, the content you upload, and the data , information and content generated by our platform can be used by us for further model training and optimization. You fully understand and accept this use, and do not claim rights from us or claim that we have violated your rights because of this use. If you inform us that you do not accept this use through the contact information clearly stated in this Agreement, we will not use it. If you have other agreements with us on this issue, we will use it in accordance with other agreements with you.
5. We will make every effort and take necessary and reasonable measures to ensure the security and stable operation of our network.

**VII. Termination of Service Agreement**

1. You have the right to terminate this Agreement in any of the following ways:

① You cancel your account;

- ② You stop using the Service before the changes come into effect and expressly indicate that you do not want to accept the changes;
- ③ You expressly indicate that you do not want to continue using our platform services and meet the platform termination conditions.

After you submit an application to us to cancel your account, we will review and agree to cancel the registration, and you will terminate your service agreement with us.

2. We may terminate the service by deregistering the user in the following circumstances:

- ① If you violate the relevant provisions of this Service Agreement, we will terminate this Agreement in accordance with the breach of contract clause. We will notify you when the service is terminated. However, if you register as our user again directly or indirectly in the name of another person after we terminate the service, we have the right to unilaterally terminate the service to you again;
- ② If we find that the email address or mobile phone number you filled in when registering no longer exists or cannot receive information when we contact you through the information you provided, and you still fail to provide it within three working days after we notify you of the change using other contact information you filled in when registering, or we are unable to contact you based on the information you reserved when registering;
- ③ We discover that the main content of your registration information is false;
- ④ When this Service Agreement is terminated or updated, you expressly indicate that you do not want to accept the new Service Agreement;
- ⑤ You have published illegal information, infringed upon the legitimate rights and interests of others, or committed other serious illegal or breach of contract acts on our platform;
- ⑥ In addition to the above circumstances, if you have repeatedly violated the relevant provisions of our platform rules and the circumstances are serious, we will seal your account in accordance with the platform rules;
- ⑦ Other circumstances where we deem it necessary to terminate the service.

### 3. Processing after termination of the agreement

After termination of this Agreement, we have no obligation to disclose any information in your account to you or a third party designated by you, unless otherwise expressly required by law.

After the termination of this Agreement, we still have the following rights:

- ① On the premise of anonymizing your user information, continue to save all kinds of information you retain on our platform;
- ② For your past breach of contract, we may still hold you liable for breach of contract in accordance with this Agreement.

## VIII. Notice

1. When you register as a user of our platform and accept our services, you should provide us with real and valid contact information. If the contact information changes, you are obliged to update the relevant information in a timely manner and keep being contactable.

you generate when registering as a user of our platform is used to log in to our platform and also serves as your effective contact information.

We will send various notifications to your above-mentioned contact information, and the content of such notifications may have significant favorable or adverse effects on your rights and obligations. Please be sure to pay attention to them in a timely manner.

2. We will send you notices through the above contact information. Written notices sent electronically, including but not limited to announcements on our platform, text messages sent to the contact number you provided, and emails sent to your email address, will be deemed delivered upon successful delivery.

3. For any disputes arising on our platform, you agree that the judicial authorities (including but not limited to the PRC's Court) will serve you with legal documents (including but not limited to litigation documents) through modern communication methods such as mobile phone text messages or mail. The mobile phone number and other contact information you specify to receive legal documents are the contact information you provided when registering and updating our platform. The judicial authorities shall be deemed to have served the legal



documents by sending them to the above contact information. The mailing address you specify is your legal contact address or the valid contact address you provide.

You agree that the judicial authorities may use one or more of the above methods to serve legal documents to you. If the judicial authorities use multiple methods to serve legal documents to you, the time of service shall be based on the earliest service provided by the above methods.

You agree that the above-mentioned service method is applicable to all stages of judicial proceedings, including but not limited to first instance, second instance, retrial, execution and supervision procedures, etc.

You should ensure that the contact information you provide is accurate, valid, and updated in real time. If the legal documents cannot be delivered or are not delivered in time due to inaccurate contact information provided or failure to inform the changed contact information in a timely manner, you shall bear the legal consequences that may arise from this.

4. You can contact us via email: [claim@xintong.tech](mailto:claim@xintong.tech) . We will only accept any legally binding notices you send via email and will not accept such notices you deliver to us via phone or other means.

## **IX. Intellectual Property**

1. The graphics, logos, web page headers, button icons, texts, service names and other information on our platform marked on the website are our ("Xintong" Company) property and protected by Chinese and international intellectual property laws. Without our permission, you may not use them on any product or service other than ours in any way that may cause confusion among users or in any way that disparages or defames our company. All other trademarks that do not belong to the above entities and appear on our platform are the property of their respective trademark owners. Nothing on our platform should be interpreted as granting permission or right to use the trademarks appearing on the website by implication or otherwise without the written permission of us or the relevant trademark owner.

2. You fully understand and agree that, unless you have otherwise agreed with us, we and our programs, software, information, data, development documents and related elements, components and other contents are protected by the laws and regulations of the People's Republic of China and relevant international treaties, and the intellectual property rights are enjoyed by us and relevant rights holders.

3. You may not use our content in a way that infringes on the copyright of others. If the copyright of the content you input into our platform is owned by a third party, your input behavior will not change the ownership of the copyright.

4. To the extent permitted by applicable laws, you shall enjoy the intellectual property rights and other rights generated by our platform. You shall handle the relevant intellectual property issues by yourself. We shall not be responsible for any losses caused by you. If you cause us losses, we have the right to claim compensation from you. You shall not delete, hide, modify or replace any proprietary rights statement, any other link, etc. attached or contained in our or the presented content in any way.

5. In particular, we are not responsible for any intellectual property infringement arising from your use of our content in the following ways:

- Have used unauthorized content in the products and services on our platform;
- Our platform and services in a way that induces infringement;
- You illegally use content where we have made it clear that the content is owned by a third party;
- You delete or modify the source, origin, notice or copyright restrictions clearly stated by us in various forms;
- Infringement caused by your modification of content generated by our platform;
- Infringement caused by your combining content generated by our platform with content, products or services not provided by us;
- You make trademark or logo-based use of content generated by our platform.

## **X. Rights Protection Statement**

1. We have formulated measures and steps to protect the legitimate rights and interests of right holders. If you believe that any component of our products or the content generated by them infringes your intellectual property rights or other legitimate rights and interests, you can send the infringement notice and corresponding

evidence to the following email address: claim@xintong.tech in accordance with the statement of this clause. We will take measures to remove the relevant content or block the relevant links in accordance with Chinese laws, regulations and government normative documents.

2. Please note: If the statement in the rights notification is untrue, the submitter of the rights notification shall bear all legal liabilities caused thereby (including but not limited to our losses and attorney fees). If you are not sure whether our content infringes their legal rights, we recommend that you consult a professional first.

3. In order for us to effectively process your rights notification, please provide the following materials:

- Your detailed contact information, including name, copy of ID card or passport (for natural persons), copy of unit registration certificate (for legal person/organization), mailing address, telephone number, fax number and email address;
- Proof of ownership of the allegedly infringing content, including trademark, copyright and/or other rights that can be exercised according to law;
- Please fully and clearly describe the content that infringes your legal rights and provide screenshots or other media containing such content;
- Please specify which content of the allegedly infringing webpage has violated your legal rights;
- Please include the following statement about the authenticity of the content of the notice in the rights notice: "I guarantee that the information described in this notice is sufficient, true and accurate, and I am the legal owner of the content complained about, or I have been authorized to exercise the rights of the listed content. The content I reported infringes my corresponding legal rights; if the content of this rights notice is not completely true, I will bear all legal responsibilities arising therefrom."
- If you are a natural person, please sign the document. If you are a legally established institution or organization, please affix your official seal.

4. We will delete or disable the relevant content after confirming the authenticity of your statement. Please understand that since it takes a certain amount of time to train smart products and models, our deletion and disabling measures may be delayed.

## **XI. Limitation of liability**

1. You understand that despite our best efforts, we cannot make any guarantees on the following matters due to the technical bottlenecks of the technology on which we rely to provide services:

- ① We do not guarantee that the services of our platform meet your actual or specific needs or purposes, and we do not guarantee that any products, services or other content obtained through us meet your expectations;
- ② We do not guarantee that the content and results we generate are 100% accurate, reliable, complete, functional, timely, secure, error-free, uninterrupted, uninterrupted, continuously stable, and free of any faults. You should not rely on the content and results generated by our platform as the sole source of facts or factual information, or as a substitute for professional advice;
- ③ Our output does not exclude that some of the information is flawed, unreasonable or causes discomfort to users, and the content generated does not represent our attitude or opinion. You must evaluate the accuracy and applicability of the generated content, including using manual review as appropriate;
- ④ Our output results do not constitute any advice or decision for you. You need to make independent judgments based on your actual situation. We do not bear the risks arising from your reliance on us or any direct or indirect losses resulting therefrom.

2. We shall perform basic guarantee obligations in accordance with the law, but we shall not bear corresponding liability for breach of contract for the following reasons:

- ① Force majeure factors such as natural disasters, strikes, riots, wars, government actions, judicial and administrative orders, etc.;
- ② Due to power supply failure, communication network failure and other public service factors or third-party factors;
- ③ Under the circumstances where we have done our best to manage in good faith, due to routine or emergency equipment and system maintenance, equipment and system failures, abnormal software operation, network information and data security, etc.

3. Unless otherwise expressly stated in writing, all information, content, materials, products and services provided by us and its generated content or otherwise provided to you by us are provided by us on an "as is" and "as available" basis.

4. Unless otherwise expressly stated in writing, to the maximum extent permitted by the laws of the People's Republic of China, we make no representations or warranties of any kind regarding the information, generated content, products, software or services contained in our website. We do not guarantee that all information, content, products, software and services provided to you by us and its generated content or otherwise, or emails sent from us, are free of viruses or other harmful components, and we are not responsible for indirect, special, incidental, consequential or punitive damages.

5. The total amount of liquidated damages, compensation and other liabilities you may claim for any reason that we are required to bear to you under this Agreement shall not exceed the total amount paid by you for the services giving rise to the claim within 1 month before the liability occurred.

6. Our platform integrates services provided by third parties, including but not limited to identity authentication, authorized login, payment, virtual characters, etc. The rights and obligations between you and the third party are determined in accordance with the corresponding legal documents between you and the third party. If you have a dispute with a third party, we will assist you in safeguarding your legal rights and interests, but we will not bear any form of joint or supplementary liability for the third party's intentional or negligent acts.

## **XII. User Information Protection**

1. We attach great importance to the protection of users' personal information. When you use the services we provide, you agree that we collect, store, use, disclose and protect your personal information in accordance with the privacy policy published on our platform. Please see the Privacy Policy for details.

2. For non-personal information (except personal information) such as text, pictures, videos, audio, etc. that you provide, publish, and generate when using our platform services, there will be no transfer of intellectual property rights, portrait rights, etc. due to uploading, publishing, etc.

## **XIII. Liability for Breach of Contract**

1. If you engage in the following actions, it will be deemed as a breach of contract and we have the right to take corresponding measures:

① We review your registration information and product / service usage. If we find or suspect that there are problems in your registration information or product/service usage, we have the right to send you inquiries and/or request corrections. If you do not make a reasonable response within a reasonable period of time, we may block, delete, etc. your registration information or product / service usage;

② If you are found to have committed an illegal act as confirmed by a national legal document or administrative penalty decision, or if we have sufficient factual evidence to determine that you have committed an illegal act or violated the service agreement, we have the right to publicize your illegal act on the website in a legal manner;

③ We have the right to delete or take other restrictive measures without notifying you for the following types of information you post on us, including information that we have reason to believe contains malicious or false and harmful content such as fraud, information that we have reason to believe contains factors that attempt to disrupt the normal order of the platform, and information that we have reason to believe violates the public interest or may seriously damage the legitimate interests of us and other users.

2. If your breach of contract causes losses to us, we have the right to demand compensation from you. The losses referred to in the preceding paragraph include but are not limited to loss of goodwill, business opportunities, litigation costs, arbitration fees, attorney fees, travel expenses, investigation and evidence collection costs, notarization fees, appraisal fees, compensation paid to a third party, liquidated damages or settlement money, fines and late payment fees for administrative or criminal penalties, etc.

## **XIV. Applicable Law and Dispute Resolution**

1. The conclusion, effectiveness, interpretation, amendment, supplement, termination, execution and dispute resolution of this Agreement shall be subject to the laws of mainland China(PRC); if there are no relevant

provisions in the law, reference shall be made to business practices and/or industry practices.

2. Any disputes arising from or related to your use of our platform services shall be resolved through negotiation between us and you. You may contact us and negotiate via email: [claim@xintong.tech](mailto:claim@xintong.tech). If the negotiation fails, either party may file a lawsuit with the People's Court with jurisdiction over our location (Shenzhen).

3. If any provision of this Agreement is deemed to be repealed, invalid or unenforceable, such provision shall be deemed to be divisible and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

**Notes:** Above all compliance with Chinese version and follow Chinese version.