

## TERMS OF USE AGREEMENT

These Terms and Conditions (“Agreement”) constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and this mobile application (“app”, “we,” “us” or “our”). Please read these Terms and Conditions carefully before accessing or using the Services. By downloading, browsing, accessing, or using the app, you agree that you have read, understood, and agree to be bound by all these Terms and Conditions Use. If you do not agree with all these Terms and Conditions, you are expressly prohibited from using the app and must discontinue your access to the app immediately. Continued use of the app will constitute acceptance of these Terms and Conditions.

### 1. USE OF OUR SERVICE

1.1 Grant of Rights. Subject to the Terms and Conditions of this Agreement, you are granted a personal, nonexclusive, non-transferable, and non-sublicensable license and right to access and use the app.

1.2 Restricted Uses. You agree not to: (a) Unless otherwise indicated, copy, reproduce, aggregate, republish, upload, post, publicly display, encode, translate, transmit, distribute, sell, license or otherwise exploit all source code, databases, functionality, designs, audio, video, text, photographs, and graphics on the app (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) for any commercial purpose whatsoever. We reserve all rights not expressly granted to you in and to the app, Content, and the Marks; (b) develop or make use of any third-party applications that interfere with or disrupt the operation of our app without written permission from us, including any scripts designed to gather or extract data from our app; (c) use the app for any illegal or unauthorized purpose, or encourage, propagate, or participate in, any activity that conflicts with this Agreement; (d) use the app as part of any effort to compete with us or otherwise use the app and/or the Content for any revenue-generating endeavor or commercial enterprise; (e) remove or delete the copyright or other proprietary rights notice from any Content; (f) upload or transmit (or attempt to upload or to transmit) any viruses, malicious code, worms, or any software designed to interfere with any party’s uninterrupted use and enjoyment of the app or to modify, impair, disrupt, alter the use, features, functions, operation, or maintenance of the app; g) interfere with, disrupt, or create an undue burden on the Application or the networks or services connected to the app; (h) attempt to bypass any measures of the app designed to prevent or restrict access to the app, or any portion of the app; (i) trick, defraud, or mislead other users.

1.3 Ownership. Unless specified otherwise, we own worldwide intellectual property rights as well as all right and interest in the app, including any features, content, trademarks, service marks and logos contained in the app. The app provided to you is licensed and not sold.

### 2. USER CONTENT

2.1 Definition. Our service allows you and other users to create, store and share (“Make Available”) content, including photos, videos, and other materials (collectively, “User

Content”).

**2.2 Warrants.** When you Make Available any User Content, you thereby represent and warrant that: (a) You are solely responsible for controlling, maintaining and protecting all User Content that you Make Available, or that is otherwise processed, through the app. You are solely responsible for all risks associated with the use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that makes you or any third party personally identifiable. (b) you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us to use your Contributions in any manner contemplated by the app and this Agreement.

**2.3 Prohibited Content.** You agree to abide by any and all applicable local, state, national and foreign laws and regulations, applicable to your use of the app and your User Content. You will not infringe, misappropriate or violate any contract, intellectual property rights, trademark, trade secret, moral rights or other third-party rights. You will not Make Available User Content: (a) that is obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us); (b) contains or depicts sexual acts or sexually explicit or pornographic material; (c) that violates any federal or state law concerning child pornography, or otherwise intended to protect the health or well-being of minors; (d) that is unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.

**2.4 License Grant.** By using respective features of the app you hereby grant to us a non-exclusive, worldwide, royalty-free, sublicensable and transferable right and license to use, reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast and otherwise exploit your User Content to the extent and for the purposes necessary to operate the App and apply its features.

**2.5 Feedback.** You may choose to or we may invite you to give feedback on including without limitation about how to improve the app. You hereby grant to us a world-wide, royalty free, irrevocable, perpetual license to use, incorporate, or otherwise exploit any ideas and information from you in any manner that we see fit. You agree that no confidential or proprietary information will be submitted to us.

**2.6 Storage.** Unless expressly agreed by us in writing, it is not our obligation to store any of your User Content that you Make Available. We are not liable for the deletion or failure to store, transmit any User Content.

**2.7 Audit of Compliance.** We reserve the right to, without notice, audit your User Content in our discretion directly related to this Agreement in order to verify compliance with the Terms and Conditions. When we reasonably believe that your User Content conflicts Terms and Conditions in this Agreement, we may remove or modify your User Content at any time for any reason at our sole discretion without notice.

**2.8 Commercial Use.** All exported images are royalty free for use in personal and commercial projects. You can modify or manipulate the product and combine with other works and make a derivative work from it for personal and commercial use. Here are some special rules to follow when using materials from Pokecut: Don't imply endorsement of your product by people or brands on the image. Identifiable people may

not appear in a bad light or in a way that is offensive. This includes, for example, portraying people pictured engaging in criminal activities, suffering from a medical ailment, or in a pornographic context.

### **3. MODIFICATION/TERMINATION**

3.1 Modification. We reserve the right to amend these Terms and Conditions at any time and for any reason in our sole discretion. Please note that when modifications are made, notices will be posted within the app and the “Last Updated” date above will be updated. Any changes to the Agreement will be effective immediately for all users of the app. Your continued use of the app represents your acceptance of such modifications.

3.2 Term. This Agreement commences on the date you (a) first used the app; and (b) accepted this Agreement and will remain in full force and effect while you use the app, unless earlier terminated in accordance with this Agreement.

3.3 Termination. We may terminate this Agreement at any time for any reason, including if you have breached any provision of the Agreement, or if we are required to do so by law. We reserve the right to change, modify, or remove the contents of the app at any time or for any reason at our sole discretion without notice, as well as to make suspend or terminate this Agreement at any time without notice and without liability. We are not liable for any loss or harm related to the deletion of your User Content or your inability to access use our app. After the termination of this Agreement, the following provisions in this Agreement will remain in effect: Sections 1, 2, 3.4, 4, 5, 6, 7 and 8.

### **4. INDEMNIFICATION/LIMITATION OF LIABILITY**

4.1 Indemnification. You agree to defend, indemnify and hold harmless us and our parent, subsidiaries, agents, licensors, managers, and other affiliated companies and their employees, contractors, agents, officers, and directors from all damages, liabilities and expenses (including reasonable outside legal fees) arising out of or in connection with any breach or alleged breach by you (or anyone acting on your behalf), your use of the app or your User Content of any of the terms of this agreement.

4.2 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES, COSTS OR LOSSES ARISING OUT OF THIS AGREEMENT, EVEN WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. IN NO EVENT WILL WE, OUR AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO US HEREUNDER DURING THE 12 MONTHS PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT

APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## **5. THIRD PARTIES**

5.1 Google Play Store. You acknowledge and agree that: (a) the availability of the app and is dependent on the third party from whom you received the app license, e.g., the Google Play Store (“Google Play”); (b) this Agreement is between you and us and not with the Google Play. We, not the Google Play, are solely responsible for the app, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement); (c) to pay all fees (if any) charged by the Google Play in connection with the app; (d) to comply with, and your license to use the app is conditioned upon your compliance with all terms of agreement imposed by the applicable Google Play when using the app; (e) the Google Play (and its subsidiaries) are third-party beneficiaries of the Agreement and will have the right to enforce it.

5.2 Third-party Services. If you connect our app to a third-party service, you agree to let us access the information stored in your third-party services in accordance with your settings on that service and make use of it. We are not responsible for your use of any third-party services or for any of your information the third-party service shares with us. We have no obligation to audit, censor, and do not approve, encourage, or make any representations or warranties with respect to third-party services. You are solely responsible for your use of any third-party services.

5.3 Interactions with Other Users. We reserve the right, but are not responsible for auditing or moderating disputes between you and other users. You acknowledge and agree that you may be exposed to User Content Made Available by other users that is objective, inaccurate, or otherwise contradictory to your purpose, and you agree that we will not be liable for any damages you allege to incur as a result of any third-party User Content. You are solely responsible for your interactions with other Users.

5.4 Third-party Websites and Content. The Application may contain (or you may be sent via the Application) links to other websites (“Third-Party Websites”) as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties (“Third-Party Content”). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Application or any Third-Party Content posted on, available through, or installed from the Application, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Application and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Application or relating to any

applications you use or install from the Application. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

## **6. DISCLAIMERS OF WARRANTIES**

THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. WE DO NOT MAKE ANY REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE THAT: (A) THE SERVICES WILL BE ERROR-FREE OR WILL MEET YOUR REQUIREMENTS IN ANY WAY; (B) THE SERVICES WILL BE UNINTERRUPTED; AND/OR (C) THE CONTENT WILL BE ACCURATE, COMPLETE, RELIABLE, LAWFUL, OR NON-INFRINGEMENT. ANY TUTORIALS OFFERED ARE FOR YOUR INFORMATION ONLY, AND YOU MAY NOT MAKE USE OF THEM FOR ANY ACADEMIC, VOCATIONAL OR PROFESSIONAL CERTIFICATION.

## **7. FEES**

You agree to pay whatever fees and other charges are presented to you when you subscribe to a Paid Subscription or paid Service Content.

## **8. GENERAL PROVISIONS**

8.1 Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred, or assigned by you, but may be assigned by us without restriction, notice or consent.

8.2 Change to the Agreement. We reserve the right, from time to time and in our discretion, to make changes to this Agreement. When changes are made, you will be notified by explicit update posted on our website. Any changes to the Agreement will be effective immediately for all users of the app. Your continued use of the app represents your acceptance of such modifications.

8.3 Severability. If one or more of the provisions in this agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions should not be affected. Such provisions should be revised only to the extent necessary to make them enforceable.

8.4 Entire Agreement. This Agreement, together with any amendments and any additional agreements you may enter into with us in connection with the app, will constitute the entire agreement between you and us concerning the app.

8.5 Waiver. No action of either party, other than express written waiver, may be construed as a waiver of any provision of this agreement.

8.6 Notice. All notices required to be sent to us under this agreement should be sent via

email to [kingsonyoyo@aliyun.com](mailto:kingsonyoyo@aliyun.com).