

# FaceID Service Agreement

## I. General

1. This FaceID Service Agreement (hereinafter referred to as the "Agreement") is a valid contract entered into by and between Beijing Kuangshi Technology Co., Ltd. (hereinafter referred to as "MEGVII") and all corporate legal entity customers (hereinafter referred to as "Customers") who use FaceID service (hereinafter referred to as the "Service") regarding customers' use of FaceID service.

2. The Agreement is applicable to all services provided by FaceID platform, including the upgrades and updates of various products and services used by Customers, except from single products or services otherwise expressly specified. The Agreement includes the body of the Agreement and the technical or service rules that have been or may be published by FaceID platform, including the billing policy. The technical or service rules of FaceID platform are an integral part of the Agreement and shall have the same legal force with the body of the Agreement.

**3. Customers shall acknowledge that they have carefully read and fully understood the clauses of the Agreement (including the FaceID Data Processing Agreement (hereinafter referred to as "DPA") in [Data Processing Addendum \(DPA\)](#) before using the FaceID service, especially the clauses about the release, waiver or limitation of liabilities as well as separate agreements and technical documents, etc. for the opening or use of the service. If Customers log in and use any services provided by FaceID platform, they shall be deemed to have read and agreed to be bound by this Agreement. If Customers do not agree on the Agreement, they shall immediately stop using the Service.**

**II. Terms and Definitions** (unless otherwise stated, the following terms have their definitions as described below in this Agreement):

1. Customers: Corporate legal organizations that will connect to the FaceID platform through the interface of their applications and websites (hereinafter collectively referred to as "Customers' Products") that are developed and created in their own name and for which they have obtained the legal authorization for operation and independently assume legal liabilities after effective application to provide various services for their users.

2. Applications: APPs and applets that are developed and created by Customers in their own name and for which they have obtained the legal right for operation and independently assume legal liabilities and through which Customers obtain the FaceID service by logging into the FaceID platform.

3. FaceID platform: Website services provided by faceid.com operator, including web service, API service and SDK service. MEGVII and Customers agree and understand that:

**3.1 MEGVII is a neutral platform service provider and it has the right to choose customers using the Service based on the orderly operation and healthy development of the FaceID platform.**

**3.2 Customers' APPs and websites, etc. are developed by Customers themselves in their own name and for which they have obtained the legal right for operation and independently assume legal liabilities. MEGVII will not participate in the R&D and operation of Customers' APPs, nor modify, edit or sort out Customers' products.**

**3.3 For any disputes and liabilities arising from Customers' products and services and any consequences caused by Customers' violation of relevant laws and regulations or the Agreement, Customers shall solely bear the liabilities and compensate for the losses incurred, which have nothing to do with MEGVII. If the rights and interests of MEGVII and others are infringed upon due to Customers, Customers shall bear all the liabilities and compensate for all the losses incurred therefrom.**

4. User data: The necessary information (including but not limited to Customers' contact email and mobile number) submitted by Customers when they apply for using the FaceID platform and the user data submitted by Customers during the use of FaceID platform, including but not limited to users' valid ID information and face picture.

5. FaceID service: For legal and compliant business and to avoid damage to Customers caused by false subject information, Customers will send a service request to MEGVII after legally obtaining the authorization of natural person users (hereinafter referred to as "users") who have business with the Customers. After Customers submit their users' valid ID information and face picture collected at site, etc. (collectively referred to as "users' information") to MEGVII, MEGVII will conduct comparison and identification and return the identification results to the Customers. MEGVII charges the Customers on the basis of this service.

### **III. Rights and Obligations of Customers**

#### **1. Account Registration**

1.1 Customers shall register customer account (hereinafter referred to as "Account") with [Username] [Email Address] [Mobile Number] by logging into the FaceID Platform website or other channels designated by MEGVII. Once the customer account is successfully registered, the [username] cannot be changed and the account shall not be transferred, lent or inherited.

1.2 When registering an account, Customers shall use the email and mobile number for which they have the legal right to use and shall abide by relevant agreements and rules.

1.3 To guarantee the legality and security of the Service, Customers shall not violate the Agreement to use their account for other purposes, including but not limited to using their account to apply for using the Service for any third-party applications. Otherwise, MEGVII has the right to unilaterally restrict, suspend or terminate the provision of the Service to Customers and/ or Customers' Products at any time, and Customers and/ or Customers' Products shall not use the Service again without MEGVII's consent.

1.4 The email address and mobile number used by Customers when they register account are the credentials for the Customers to log in and use the Service. Customers shall take confidentiality measures for the access codes and passwords for the products and services. All losses and consequences caused by the loss or disclosure of the aforesaid access codes and passwords due to improper confidentiality measures taken by Customers or other behaviors of the Customers shall be borne by the Customers.

**1.5 Customers warrant that: The email and mobile number used for registering the account of the Service are all legal. The email and mobile number mentioned above used for obtaining the Service can be used for (including but not limited to): registering an account of the Service, submitting relevant qualification materials, confirming and agreeing on relevant agreements and rules, choosing specific service types and conducting payment settlement. All of these behaviors are conducted by Customers themselves or by others authorized by Customers and are binding upon the Customers. Besides, Customers shall bear the legal liabilities for all the behaviors conducted by them with the aforementioned email as the identifier.**

Customers warrant that they are entities validly existing under the laws of the country where they are located, they are qualified to perform the Agreement, they have obtained the legal operation qualification according to relevant national regulations for their business and they have the right to operate their products and services according to law.

1.6 If Customers find that others have used or stolen their account and password or find any other circumstances without their legal authorization, they shall immediately notify MEGVII in an effective manner (including but not limited to providing information proving the identify of Customers and relevant identification materials, relevant facts and Customers' requirements). After receiving effective requests from Customers and verifying their identities, MEGVII will take corresponding measures according to the situation. If the information provided by the Customers are incomplete and it results in that MEGVII fails to verify the Customers' identity or judge the requests of Customers and thus MEGVII fails to deal with the situation in a timely manner, all losses caused to Customers due to this shall be borne by Customers themselves. Besides, as it requires a reasonable period of time for MEGVII to take measures for the requests of Customers, the losses caused to Customers due to others' behaviors before MEGVII takes measures according to the effective notification from Customers shall have nothing to do with MEGVII.

## **2. Qualification Materials**

**2.1 Customers warrant that: Customers submit the account registration information faithfully and are responsible for the authenticity, legality, accuracy and validity of the information; Customers are legally qualified to use the Service, access and operate Customers' products or provide relevant services or have passed the audit and approval of relevant government departments; the qualification materials, relevant qualifications or certificates of the entity and any other documents provided by Customers are true, accurate and complete and will be**

**updated in a timely manner after they are changed; Customers have the ability to perform the obligations and behaviors under this Agreement; and Customers' performance of relevant obligations and conduct of relevant behaviors will not violate any legal documents binding upon them. Customers are not on the sanctions or entity list published and updated from time to time by the Office of Foreign Assets Control of the US Department of the Treasury and US Department of Commerce Bureau of Industry and Security. Otherwise, MEGVII has the right to refuse or terminate to provide the Service and punish the illegal accounts in accordance with this Agreement, and the Customers shall be solely liable for all the liabilities arising therefrom and all the losses caused to any third parties and MEGVII.**

2.2 Customers warrant that: The entity qualification materials (including business license and ID card of the legal representative) and contact person's name, address, email address and other relevant information provided by Customers according to law and MEGVII's requirements to obtain the Service are true and accurate and have been confirmed by the Customers by affixing their seal.

2.3 Customers warrant that: For various services provided through Customers' products on the FaceID platform, relevant legal qualification or relevant departments' permission or approval has been obtained according to law and Customers will provide relevant qualification or certification documents as demanded by MEGVII.

2.4 Customers warrant that: All kinds of services provided by Customers' products will be in compliance with relevant national laws and regulations, will not violate any relevant laws and regulations, relevant agreements and rules, and will not infringe upon anyone's legitimate rights and interests. Besides, Customers will provide relevant certification documents such as copyright and patent right according to the law, agreements or MEGVII's requirements if required.

### **3. Paid Services**

3.1 Some services of FaceID platform are provided as paid services. If Customers wish to use the paid services, please follow the relevant special rules.

3.2 **MEGVII may modify and change the charging standard and mode of the paid services according to its actual needs, and it may also start charging for some free services. Prior to the modification, change or start of charging mentioned above, MEGVII will make notification or announcement on corresponding service page.** If Customers do not agree on the modification, change or charging mentioned above, they shall stop using the Service.

3.3 **Before using the Service, Customers shall recharge according to their own needs. The account balance after the recharge, including but not limited to the recharged balance and donated balance of the account can only be used but will not be refunded.**

**3.4 Customers must purchase the Service according to their own needs before using the Service. The purchased Service including but not limited to Web service, API service and SDK service can only be used but will not be refunded.**

#### **4. Requirements for Customers' Products**

4.1 Customers shall be solely responsible for the creation, development, editing, processing, modification, testing, operation and maintenance of Customers' products and shall bear the corresponding expenses.

4.2 Customers' products shall comply with relevant regulations, technical specifications or standards, etc. as well as the unified requirements on technology and security of FaceID platform for accessed products so as to ensure that the products can be safely and stably operated on the FaceID platform.

4.3 The API used by Customers' products for the Service shall not be changed in any form. Otherwise, MEGVII has the right to suspend or terminate the provision of the Service to Customers at any time.

4.4 During the operation of Customers' products on the platform, Customers shall provide users with timely and effective customer services. The form of customer service includes but is not limited to informing users of customer service channels in a clear and reasonable way and providing email/ hotline, and Customers shall bear the customer service expenses by themselves.

4.5 Customers shall provide relevant obligees with the means of complaint in Customers' products to ensure that the obligees can claim their rights against the Customers if they think the Customers have infringed their legitimate rights and interests.

4.6 Customers' products applying for using the Service shall be the APPs that are developed and created by the Customers themselves and for which they have obtained the legal authorization for operation and independently assume legal liabilities. Customers shall not apply for using or use the Service on behalf of any third party products through their account. Otherwise, MEGVII has the right to unilaterally limit, suspend or terminate the provision of the Service to the Customers and/ or Customers' products at any time and the Customers and/ or Customers' products shall not use the Service again without the consent of MEGVII.

4.7 To ensure users can correctly identify, distinguish and differentiate Customer' products and protect users' right to know and choose and ensure the legitimate rights and interests of third parties, the name of Customer' products shall be associated with the Customers' APP and shall not infringe upon the legitimate rights and interests of others in any form, and one product can only have one name. Customers shall submit true, accurate and complete product or website information to MEGVII, including but not limited to domain names, links and accounts and fields assigned at other third parties. MEGVII has the right to extract, analyze, evaluate and compare the information and provide verification and judgment basis for the audit of authenticity, legality and security of relevant APPs and websites.

4.8 Customers shall warrant that they have full and complete rights to the products and their products and behaviors are true, accurate, complete and safe rather than fraudulent, without infringing upon the legitimate rights and interests of any third parties or violating any laws, regulations or rules. Customers shall be solely liable for all liabilities arising from their violation of the warranty above. If they bring any losses or negative impact to MEGVII and relevant users, they shall be responsible for compensation and restoring MEGVII's reputation, in which case MEGVII shall have the right to terminate the provision of the Service.

## **5. Operation of Products**

5.1 Customers shall operate their products and fulfill their obligations in accordance with relevant laws and regulations and bear all liabilities, including but not limited to:

- A. Keeping log records of access and use in accordance with relevant laws and regulations;
- B. Actively cooperating with competent authority of the state to provide relevant information according to law;
- C. Taking the initiative to fulfill other due obligation according to law.

5.2 Customers warrant that:

**A. User authorization: If Customers need MEGVII to process the personal information of their users during their use of the Service of FaceID platform, they shall ensure that, before delivering the user information to MEGVII through API, they have obtained the legal and valid authorization from the users required for their demanded service. The authorization content includes that: (1) Users know and agree that the Customers collect their identity information including name, valid ID information and face picture that are required by Customers for using the Service and the Customers will provide such information to MEGVII; (2) Users know and agree that MEGVII has the right to obtain their identity information from the Customers for the Service and then return the identification results to the Customers; (3) Users know and agree that MEGVII has the right to provide their identity information to cooperative third parties of MEGVII for the Service and the cooperative third parties of MEGVII will return the identification results to MEGVII (this authorization is only necessary when it involves with a cooperative third party of MEGVII).**

**B. Customers shall be obligated to provide documents obtained related to the authorization and consent mentioned in Article A above to MEGVII according to MEGVII's requirements for review and confirmation. If Customers violate the warranty above and cause any losses to MEGVII and their users, they shall be liable for such losses, including but not limited to the compensation for MEGVII for any losses incurred.**

C. Customers' products, relevant services provided to users and relevant information and content published shall not violate relevant laws, regulations and policies as well as this Agreement or other relevant agreements and rules or infringe upon the legitimate rights and interests of any person.

D. Customers shall be responsible for the management and audit of the contents (including but not limited to valid ID information and face picture) submitted by the users for using the products and services in Customers' products and ensure the contents do not violate relevant laws, regulations, policies, public order and good morals, etc. Otherwise, Customers shall delete the contents, disconnect the access or take other effective measures.

E. In the design of Customers' products, Customers shall attach importance to user experience, respect users' right to know and right to choose, adhere to the principle of good faith, do not mislead, cheat or confuse users, respect users' privacy, do not harass users, and do not create junk information.

5.3 Content use specification: Customers shall not conduct behaviors in violation of laws and regulations (including but not limited to the followings) or provide convenience for such behaviors:

A. Publish, transmit, disseminate or store any contents or information that violate state laws and regulations, policies, endanger national security and unity, social stability, public order and good morals, social morality or interfere with the normal operation of FaceID platform and infringe upon the legitimate rights and interests of other users or third parties (infringement of personal privacy and personal information protection right, etc.), or insulting, defamatory, obscene or violent contents;

B. Behaviors that oppose the basic principles set forth in the Constitution, endanger national security, divulge state secrets, subvert state power or undermine national unity;

C. Behaviors that detrimental to the honor and interests of the state;

D. Behaviors that incite ethnic hatred and discrimination and undermine national unity;

E. Behaviors that undermine the state's religious policies and promote cults and feudal superstitions;

F. Behaviors that spread rumors, disturb social order and undermine social stability;

G. Behaviors that spread obscenity, pornography, gambling, violence, murder, terror or abet crimes;

H. Behaviors that insult or slander others or infringe upon others' legitimate rights and interests;

I. Behaviors that infringe upon others' legitimate rights such as intellectual property rights and trade secrets;

J. Behaviors that maliciously fabricate facts and conceal the truth to mislead or deceive others;

K. Publishing, transmitting and disseminating advertising information and junk information; and

L. Other behaviors prohibited by laws and regulations.

5.4 **Service use specification:** Customers shall not conduct the following behaviors (including but not limited to the followings) or provide convenience for such behaviors (including but not limited to providing convenience for Customers' users to conduct such behaviors):

**A. Customers can only use the Service of MEGVII for civil purposes and they shall not use the Service for any military purposes other than civil purposes in any way under no circumstances or for purposes listed as illegal in the country where the Customers are located or in the country where Customers' products are used, including but not limited to nuclear weapons, biological or chemical weapons, missiles, terrorist activities or violations of civil rights.**

**B. Customers shall comply with the restrictions and supervision of all laws, regulations and policies of the United States, the European Union and/ or other government agencies governing operations of foreign entities when the Service is used overseas. The Service of MEGVII or any products developed with the Service of MEGVII shall not be resold, exported or transferred to any specific countries or persons. Without obtaining all the necessary approvals from MEGVII and appropriate government agencies in advance, Customers shall not export any products/ services of MEGVII or any technologies containing any MEGVII's products directly or indirectly.**

C. Delete, conceal or alter any patent, copyright, trademark or other ownership statement displayed on or contained in FaceID platform;

D. Interfere with or attempt to interfere with the normal operation of any products, part or functions of MEGVII, or making, publishing and disseminating such tools and methods;

E. Avoid, attempt to avoid or claim to be able to avoid any content protection mechanism, or causing users to believe that they can directly interact with the FaceID platform and relevant products of MEGVII;

F. Use or apply for using URL address and technical interfaces, etc. of MEGVII for third-party products in any way without obtaining the written permission from MEGVII;

G. Automatically direct browser window to other web pages;

H. Get access to the products or services of MEGVII without authorization;

I. Customers' products contain computer viruses, Trojan viruses or other malicious programs, etc. that may harm the rights and interests and the security of terminal information of MEGVII or users;

J. Setting or publishing any functions or contents that violate relevant laws and regulations, public order and good morals or social morality;

K. Publicly expressing or implying that there is a cooperative relationship between Customers and MEGVII, including but not limited to cross shareholding, commercial intercourse or cooperative relationship, or claiming that MEGVII recognizes the Customers;



L. Conduct reverse engineering, reverse assembling or decompiling for the technical data in the Service of MEGVII, or attempting to discover the source code of the Service in other way;

M. Using FaceID platform to mislead and deceive others;

N. Destroying the normal operation of FaceID platform and intentionally spreading computer viruses and other destructive programs;

O. Fraudulently obtaining an account with false information or submitting an account portrait, personal profile and other registration data with illegal or bad information;

P. Sharing the customer account with others for use, or assisting others in any way to use Crawler and Spider, etc. to crawl the content on FaceID platform;

Q. Using the FaceID platform and other services provided by MEGVII in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement;

R. Customers shall not utilize the Service and identification results of MEGVII to provide the same or similar services under the Agreement to any third parties.

**S. MEGVII shall not conduct human intervention to the identification results to ensure the objectivity of the identification results. The identification results are for the reference for Customers' internal decision-making only and they do have evidentiary effect at any time. For the identification results in doubt, Customers shall take other means to further check them and make independent business judgment by referring to the identification results fed back from MEGVII and independently bear liabilities for their own business activities.**

T. Other behaviors or contents deemed as undesirable or inappropriate by MEGVII.

U. If Customers violate the provisions above, MEGVII has the right to delete the infringing content, punish the account in violation with regulations, terminate, fully or partially suspend, or restrict the use of the FaceID platform by Customers at any time without notifying them. If Customers find that any person violates the provisions of this Agreement or uses the FaceID platform in an improper way, they shall make a complaint to MEGVII immediately and MEGVII will deal with it according to law.

**5.5 Third-party software or technology may be used in the Service. If used, MEGVII warrants that it has obtained legal authorization. Meanwhile, MEGVII will display relevant agreements or other documents in accordance with relevant laws and regulations or agreements. The aforesaid relevant agreements or other documents displayed in various forms shall form an integral part of the Agreement and shall have the same legal force with the Agreement. Customers shall comply with these requirements. Otherwise, all the liabilities arising therefrom shall be borne by the Customers. Any disputes arising from the third-party software or technology used in the Service shall be settled by the third party.**

## **6. Audit of Customers' Products**

6.1 MEGVII has the right to audit the way the Customers use the Service and has the right to decide whether to agree on such way at its own discretion. If it is found that Customers violate the Agreement and any laws and regulations or MEGVII thinks the products do not meet its requirements or users' needs based on its own independent judgment, MEGVII has the right to suspend or terminate the provision of the Service to Customers. To avoid ambiguity, unless otherwise provided by law, whether MEGVII will audit the way Customers use the Service shall be determined by MEGVII according to the actual situation and whether MEGVII conducts the audit according to Article 6.1 and 6.2 shall not exempt the Customers from complying with and performing their obligations under the Agreement.

6.2 Customers understand and agree that the audit conducted by MEGVII for the products and the way the Customers use the Service does not mean that MEGVII will participate in the R&D and operation of the products or modify, edit or sort out the products. For any disputes and liabilities arising from the products and services and any consequences caused by Customers' violation of relevant laws and regulations or the Agreement, Customers shall solely bear the liabilities and compensate for the losses incurred, and they have nothing to do with MEGVII. If the rights and interests of MEGVII and others are infringed upon due to Customers, Customers shall bear all the liabilities and compensate for all the losses incurred.

## **7. Licensed Scope of Service**

7.1 MEGVII authorizes Customers a revocable, non-sublicensable, non-transferable and non-exclusive license to use the Service of FaceID platform in a specific area (the authorized area is confirmed by Customers and MEGVII by signing a paper contract).

7.2 All other rights not expressly authorized in the Agreement shall still be reserved by MEGVII and Customers shall obtain additional written permission from MEGVII to exercise these rights. Failure to exercise any of the foregoing rights by MEGVII shall not constitute a waiver of such rights.

7.3 The FaceID platform service provided by MEGVII to Customers will be provided "as it is" and MEGVII will not ensure any marketability and safety of the products developed by Customers using the Service or based on the Service, nor guarantee that the products developed by Customers using the Service can meet specific purposes or specific uses.

## **8. Rules on User Data**

8.1 Provisions set forth in the FaceID Data Processing Agreement (DPA) shall be fully applicable to the processing of user data (including any personal information) involved under the FaceID service. Provisions of DPA shall be subject to the agreement text published on FaceID platform, please refer to: [Data Processing Addendum \(DPA\)](#) for details. DPA constitutes a part of the Agreement. In terms of processing of user data, in case of any conflict between DPA and the Agreement and/ or any other agreements between MEGVII and

Customers, the DPA shall prevail, except in the case that MEGVII and Customers expressly agree in writing to exclude some provisions of the DPA.

8.2 The collection, storage and use of user data by Customers' products must meet the following requirements:

A. If Customers' products need to collect any user data, the explicit consent of the users must be obtained in advance, only user data necessary for the operation and functional realization of Customers' product programs and service purposes can be collected, and the users shall be informed of the purpose, scope and usage of the user data collected so as to protect their right to know.

B. After collecting users' data, Customers must take necessary protection measures to prevent users' data from being stolen or leaked.

C. Customers shall provide the users with the means to modify and delete the user data, ensuring that the users can delete their data on their own when they request that and the data can be completely deleted.

8.3 Without MEGVII's consent, Customers shall not collect, store, capture or obtain any data considered as sensitive information by MEGVII through the Service, including but not limited to the content of FaceID platform and user data, and Customers shall not use or provide the said data lawfully obtained to their users or use the data to create, supplement or maintain their own relation chain.

8.4 Without MEGVII's consent, Customers shall not use the data obtained through the Service to carry out or in disguise carry out any form of promotion, marketing or advertising.

8.5 MEGVII has the right to restrict or prevent Customers from accessing user data and FaceID platform data.

8.6 Customers shall use the identification results of MEGVII within the scope permitted by relevant laws and regulations, keep the identification results confidential, not save, backup and share the identification results or use the identification results for any products other than Customers' products. Any activities that infringe upon users' legitimate rights and interests such as abusing, selling or disclosing personal information or infringing upon personal privacy and right of portrait shall not be conducted.

## **9. Legal Liabilities**

**9.1 Customers warrant that: Customers' use of the Service and any behaviors of Customers will not infringe upon anyone's legitimate rights and interests, etc.**

**9.2 Customers understand and agree that: (1) if MEGVII, for the first time or second time, discovers by itself or through relevant department's information or complaints of obligees that Customers may infringe upon the legitimate rights and interests of others, MEGVII has the right to make an independent judgment on its own based on the understanding of ordinary people to determine whether the Customers infringe upon the legitimate rights and interests of others. If MEGVII thinks that the**

**Customers infringe upon the legitimate rights and interests of others indeed based on its judgment, (2) such as using any technology or product developed by using the Service for purposes prohibited by Clause A and/ or B of Article 5.4 of this Agreement, or (3) being listed on the sanctions or entity list published and updated from time to time by the Office of Foreign Assets Control of the US Department of the Treasury and US Department of Commerce, Bureau of Industry and Security, MEGVII has the right to unilaterally take one or any of the following measures at any time.**

A. Terminating the use of the FacelD platform service by Customers' products or Customers;

B. Investigating the legal liabilities of Customers;

C. Announcing the behaviors of the Customers;

D. Informing relevant regulatory authorities of all the customer information in MEGVII's possession;

E. Other measures deemed appropriate by MEGVII. **For the APPs that infringe the legitimate rights and interests of others, if it is assumed that they will no longer infringe the legitimate rights and interests of others after modification by Customers, Customers agree that MEGVII is still entitled to take the modified product offline. Besides, if necessary, Customers can access the modified product that will no longer infringe the legitimate rights and interests of others to FacelD platform as a new product according to the process and regulations of FacelD platform.**

9.3 All disputes and responsibilities arising from any behaviors or measures taken by MEGVII to Customers or Customers' products according to the provisions above or other relevant provisions of the Agreement or due to Customers' violation of relevant laws and regulations shall be borne by Customers themselves, and customers shall also bear all the liabilities for any losses caused to themselves or to MEGVII or others incurred.

#### **IV. Rights and Obligations of MEGVII**

1. **MEGVII will provide corresponding services to Customers according to the service type selected by Customers. Customers understand and agree that based on many factors such as user experience, the operation safety of MEGVII or FacelD platform, the rules and requirements as well as healthy development of the platform, etc., MEGVII has the right to choose the objects of provision of services or cooperation, determine the objects and scope of function opening, data interface and data disclosure and suspend or terminate the provision of the Service to Customers or APPs involving the following (including but not limited to) circumstances according to specific circumstance:**

1.1 Violating laws and regulations or the Agreement;

1.2 Affecting user experience;

1.3 Having potential safety hazard;

1.4 Violating the operation principles of FaceID platform or failing to meet other management requirements of MEGVII.

**2. Protecting the security of Customers' information is a basic principle of MEGVII. Without the consent of Customers, MEGVII will not disclose or provide Customers' information to any companies, organizations or individuals other than MEGVII, except under the following circumstances:**

2.1 Customers' information may be provided according to the Agreement or other relevant agreements and rules;

2.2 Customers' information may be provided according to laws and regulations;

2.3 Customers' information shall be provided at the request of administrative, judicial or other government departments;

2.4 Customers agree that MEGVII provides their information to a third party;

2.5 Customers' information is required to settle report events and file lawsuits;

2.6 Customers' information are required for taking necessary reasonable actions to prevent the occurrence of serious illegal acts or suspected criminal acts;

**3. Although MEGVII has made great efforts to protect Customers' user information, Customers' user information may be leaked or stolen due to force majeure or non-MEGVII factors under existing technical safety measures as well. For the losses caused to Customers thereby, Customers agree that MEGVII can be exempted from liabilities.**

**4. MEGVII has the right to develop and operate products that are similar to or compete with Customers' APPs, and MEGVII does not guarantee that there will be no products used by other customers with this Service on the FaceID platform to compete with the functions of Customers' products.**

**5. MEGVII may transfer some or all of its rights and obligations under this Agreement to others. If Customers do not agree on such transfer, they have the right to stop using the Service under the Agreement. Otherwise, they will be deemed to have accepted it.**

**6. Customers understand and agree that MEGVII will try its commercially reasonable efforts to ensure the data storage security of Customers during their use of the MEGVII's FaceID platform service. However, MEGVII will not provide absolute guarantee in this regard, including but not limited to the following circumstances:**

6.1 MEGVII will not be liable for the deletion or storage failure of Customers' relevant data;

6.2 MEGVII has the right to determine the maximum storage period of data of Customers during their use of MEGVII's FaceID platform service and the data storage space for Customers allocated on the server according to applicable

laws and the actual situation. Customers can back up the Service and relevant data in the Service according to their own needs.

7. Unless otherwise agreed, MEGVII does not need to pay any fee to Customers for its rights and interests enjoyed under this Agreement.

## **V. Release and Waiver of Liability**

**5.1 Customers understand and agree that: in view of the particularity of network service, MEGVII has the right to change, suspend or terminate part or all of the services at any time according to the overall operation of FaceID platform or relevant operation regulations and rules without notifying the Customers. If this causes any losses, the Customers agree to waive their liability against MEGVII.**

**5.2 Customers understand and agree that: to provide Customers with better services, MEGVII has the right to overhaul, maintain and upgrade the platform providing the Service or relevant equipment regularly or irregularly. Under this condition, relevant services may be interrupted or suspended within a reasonable period of time. If this causes any losses, the Customers agree to waive their liability against MEGVII.**

**5.3 Customers understand and agree that: MEGVII's services are provided on the basis of existing technology and conditions. MEGVII will do its best to provide services for Customers to ensure the continuity and security of services but MEGVII will not guarantee that the services provided are completely impeccable, nor always predict and prevent risks in law and technology, etc., including but not limited to the service interruptions, data loss and other losses and risks that may be caused by force majeure, viruses, Trojan viruses, hacker attacks, system instability, third party service defects and government actions. Therefore, the Customers also agree that: even if there are defects in the services provided by MEGVII, the defects are unavoidable due to the technical level of the industry at that time and they will not deem MEGVII as breaching the contract. For the data or information loss or other losses caused to Customers thereby, Customers agree to waive their liability against MEGVII.**

**5.4 Customers understand and agree that: during the use of the Service, the Service may be interrupted due to risk factors such as force majeure. Force majeure refers to unforeseeable, insurmountable and unavoidable objective events that have a significant impact on one or both parties, including but not limited to natural disasters such as floods, earthquakes, epidemics and storms, as well as social events such as war, turmoil and government actions. In case of the force majeure above, MEGVII will try to cooperate with relevant units in the first time and carry out repair in a timely manner. If this causes any losses to Customers, the Customers agree to waive their liability against MEGVII.**

**5.5 Customers understand and agree that: if losses are caused to Customers due to service interruption or obstruction under any of the**

**following circumstances, the Customers agree to waive their liability against MEGVII:**

**5.5.1 Being damaged by computer viruses, Trojan viruses or other malicious programs or hacker attacks;**

**5.5.2 Failure of computer software, system, hardware and communication lines of Customers or MEGVII;**

**5.5.3 Improper operation of Customers;**

**5.5.4 Customers' use of the Service without authorization from MEGVII;**

**5.5.5 Other circumstances beyond MEGVII's control or that cannot be reasonably foreseen by MEGVII.**

## **VI. Suspension or Termination of Service**

1. If Customers notify MEGVII in writing that they do not accept the Agreement or the modification to the Agreement, MEGVII has the right to suspend or terminate the provision of the Service to the Customers at any time.

2. If Customers are unable to continue to use the Service or MEGVII fails to provide the Service due to force majeure, MEGVII has the right to terminate the Agreement at any time.

3. In the event of the occurrence or realization of other conditions for service suspension or termination set forth in the Agreement, MEGVII has the right to suspend or terminate the provision of the Service to Customers at any time.

4. If Customers register/ apply for using the Service directly or indirectly or in others' name after they violate the Agreement and MEGVII terminates the provision of the Service to them according to the Agreement, MEGVII has the right to suspend or terminate the provision of the Service to them directly and unilaterally.

**5. If the Agreement or the Service is terminated for any reason, MEGVII can retain or delete all data in Customers' account according to the Agreement, including any data that has not been completed by the Customers before the termination of the Service. After the Service is ceased, terminated or cancelled, MEGVII shall not be obliged to return any data to the Customers.**

**6. If the Agreement or the Service is terminated for any reason, Customers shall handle the backup of data and related matters with their users, etc. on their own, and shall be liable for the losses of MEGVII caused thereby.**

## **VII. Notice**

1. MEGVII may send all kinds of rules, notices, hints and other information about the Service to Customers in one or any forms, such as web

announcement, web hint, email, SMS, regular letter and sending messages within the management system of the service account registered by the Customers. Such information shall be deemed to have been accepted and agreed by Customers and shall be binding upon the Customers if they are published or sent in any of the foregoing ways. **Customers shall notify MEGVII in writing if they do not agree on such information, otherwise they are deemed to have accepted and agreed on them.**

2. If Customers fail to receive relevant rules, notices, hints or other information due to errors in the email, mobile number and contact address, etc. provided by them, Customers shall be deemed to have accepted and agreed on such information and such information shall be binding upon them, and all consequences and liabilities arising therefrom shall be borne by Customers.

3. Customers agree that MEGVII or its partners may send other various kinds of information irrelevant to the Service to Customers' email and mobile number, etc., including but not limited to commercial advertisements.

4. If Customers need to notify MEGVII of any matter, they shall notify MEGVII in writing according to the contact information officially published for the Service.

## **VIII. Intellectual Property**

1. The intellectual property rights of the information content (including but not limited to the identification results) provided by MEGVII in the Service shall be owned by MEGVII, except those owned by others according to law. Unless otherwise specially stated, the copyright, patent right and other intellectual property rights of the software on which MEGVII provides the Service shall be owned by MEGVII. The aforesaid and any other intellectual property rights legally owned by MEGVII according to law shall be protected by law, and Customers shall not use them or create any derivative works based on them in any form without the written permission of MEGVII.

2. Customers only have the right to legally use the Service or related API in accordance with the Agreement, and all rights related to the API related to the Service, such as copyright and patent right, shall be owned by MEGVII. Without the written permission of MEGVII, Customers shall not use them in violation of the Agreement or laws or sell, transfer or sublicense the code, API and development tools of MEGVII to any units or individuals.

## **IX. Miscellaneous**

1. The content of the Agreement shall also include the agreement or rules set forth in the annex hereto and other relevant agreements and rules continuously published by MEGVII regarding the Service. The foregoing content shall form an integral part of the Agreement once being officially published and shall be observed by Customers. In case of any conflict between the content above and the Agreement, the Agreement shall prevail. Once Customers register or use any services under the Agreement, they shall be deemed to have read and agreed to be bound by this Agreement and the content above. **MEGVII has the**



**right to unilaterally modify this Agreement or the content above if necessary. If Customers continue to use the Service after relevant content is changed, they shall be deemed to have accepted the modified content. Customers shall stop using relevant service if they do not accept the modified content.**

2. The Agreement is signed in Haidian District, Beijing, P.R.C.

3. The establishment, entry into force, performance, interpretation and dispute settlement of the Agreement shall be governed by the laws of the mainland of the People's Republic of China (excluding the conflict of laws).

**4. Any disputes between Customers and MEGVII shall first be settled through friendly negotiation. If the negotiation fails, both parties agree to refer the dispute to the people's court with jurisdiction in the place where this Agreement is signed for settlement.**

5. The headings of all the provisions of the Agreement are for reading convenience only and have no practical meaning and cannot be used as the basis for interpretation of the Agreement.