

# GoPix Terms of Service

## (End User License Agreement)

BEFORE THE USE OF ANY GOPIX SERVICE, YOU ARE REQUIRED TO READ, UNDERSTAND AND AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THE CONDITIONS SET FORTH IN THIS DOCUMENT, PLEASE REFRAIN FROM USING OUR SERVICE.

The following Terms govern the contractual relationships between you (hereinafter, also referred to as “user”) and Nanjing 9Broad Technology Co., Ltd. (hereinafter, “GoPix”, “9Broad” or “we”). GoPix reserves the right to modify or discontinue, temporarily or permanently, the Terms of service in whole or in part with or without notice at any time. Users agree that GoPix shall not be liable to them or to any third party for any modification, suspension or discontinuance of service. Please also read GoPix’s Privacy Policy which details how GoPix securely handles your personal information. GoPix reserves the right to change the Terms of Service, so check back to view these terms periodically for changes.

### 1. Service Registration

In order to enter the service and to manage your subscription, you need an Apple ID.

### 2. Content

2.1 By using the GoPix's service, user agrees that all content, whether publicly posted or privately transmitted, is the sole responsibility of the person who has generated, transmitted, shared or posted such content. This means that you, not GoPix, are entirely responsible for all content at every stage. This includes editing, uploading, posting, sharing, emailing or otherwise transmitting or making available content via any of the service provided. GoPix does not guarantee the storage of content and is not intended as a back-up solution. You should back up all content that you consider important. GoPix is not responsible for content that is lost or damaged.

2.2 You shall not to upload any of the following to GoPix:

- Content that is unlawful, abusive, obscene, pornographic, profane, harmful, threatening, harassing, vulgar, defamatory, libelous, invasive of another's privacy, or hateful racially or ethnically.
- Content that you do not have a right to edit, upload, post, share, email or otherwise transmit or make available according to any law, or due to contractual or fiduciary relationships. This includes inside information or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements.
- Content that could infringe copyright or other proprietary or intellectual property rights without the explicit permission of the owner and the persons (or their parents or legal guardians, where applicable) who are shown in the content, if applicable.
- Content that assists to generate or spread malicious rumors or fake news.
- Any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

- Unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other similar forms of solicitation.

2.3 You acknowledge that GoPix does not pre-screen content, but that GoPix shall have the right (but not the obligation) to refuse, remove or move any content at its sole discretion, either permanently or temporarily, because that content violates the codes of conduct or regulations. You agree to evaluate and bear all risks associated with the use of any service provided by GoPix and is responsible for any content that you edited, uploaded, posted, shared, emailed or otherwise transmitted or made available via any of the service provided, including the safety and accuracy of such content.

2.4 GoPix respects the intellectual property of others and we ask our users to do the same. GoPix will investigate notices of alleged infringement promptly and will take appropriate action as per applicable intellectual property laws with respect to any alleged or actual infringement. If you believe that your work has been copied in a way that constitutes infringement on your copyright or other rights, please contact support@fotor.com and provide us with the following information:

- A description of where the content in question is located, including details and directions that will assist our staff in locating it on a specific place.
- A description of the copyrighted work or other intellectual property that you claim has been infringed. Additional information or documents will be required to prove that you are the copyright owner of the work or the authorized agent.
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest. This shall be accompanied by the person's address, telephone number, and email address.

### **3. Intellectual Property Rights of GoPix**

The service and any related software, images, webpages, text, tables, layouts, electronic documents used in connection with GoPix contain proprietary content and belong to 9Broad. They are protected by applicable intellectual property laws. Except as expressly authorized by GoPix, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on GoPix service, in part or in whole. You also agree not to monitor, copy, transmit, present or upload any part of GoPix service. You are not allowed to create mirror service to host any part of GoPix service or to use it in similar/competing service with GoPix. GoPix grants you a personal, non-transferable and non-exclusive right and license to use the service on a single device, provided that you shall not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code. You agree not to access the service by any means other than through the interface that is provided by GoPix for use in accessing the service. GoPix reserves all rights that are not explicitly granted to users.

### **4. Third Party Intellectual Property**

Unless explicitly stated or indicated, sample images, sample videos and sample music (hereinafter, collectively as "**Sample Works**") in GoPix service, including other rights (fonts, trademarks, industrial designs, portraits etc.) contained in such Sample Works, are for illustrative purpose only. GoPix has obtained license from copyright owners to use these Sample Works but they are not licensed to GoPix

users, regardless of whether GoPix users are subscribed to Paid Service. If such Sample Works are to be used in your Final Work, you need to otherwise seek permission from their respective copyright owner.

## **5. Paid service**

5.1 Paid Service: the use of certain GoPix service may be subject to periodical payment (“**Subscription Fees**”) in advance.

5.2 GoPix reserves the right to change its Subscription Fees at any time, upon notice to user if such change may affect user’s existing subscriptions. If user receives a discount or other promotional offer, GoPix shall have the right to automatically and without notice renew user’s subscription to such GoPix service at the full applicable Subscription Fees at the end of the discount or promotional period.

5.3 All Subscription Fees shall be deemed to be in the currency and amount shown at App Store.

5.4 Users who had paid for In-App Purchase (“IAP”) items in older versions of GoPix can continue using such items (if available) in current version. However, if users like to use items that were not previously purchased or new features that are recently developed, users shall pay Subscription Fees in current version.

5.5 Any cancellation or refund is subject to App Store’s policy.

5.6 The Paid Service is limited to user’s own use. You shall not resell, offer or share the Paid Service with any third party.

## **6. Choice of Law & Dispute Resolution**

### **6.1 Choice of Law**

These Terms are governed by and construed in accordance with the laws of the People’s Republic of China, without giving effect to any conflict of law principles.

### **6.2 Dispute Resolution**

You and the company you represent agree, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the GoPix service (collectively, “Disputes”) shall be settled by lawsuits.

You and the company you represent agree that Disputes between you and GoPix will be resolved by binding, individual lawsuit and you waive your right to participate in a class action lawsuit.

Unless you and GoPix both otherwise agree, the lawsuit shall be under the jurisdiction of a People’s Court in Chengdu City, Sichuan Province, China. GoPix shall not be liable for any legal fees and/or other costs incurred prior to receiving complete notification of the claim.