

# Royole User Agreement

2015-01-06

- **Welcome to Royole!**

The User Agreement ("this agreement") is an agreement established between you (or "the user," which refers to the individual or organization that signs up for, logs in to, uses, and browses the services) and Royole Company ("Royole") and its cooperative business partners ("partners") in regards to Royole products, programs, websites, and services.

Royole would like to specially remind the user to carefully read and fully understand the provisions of the agreement, including the exemption clause that exempts or limits the liability of Royole and the rights of the user. Please read this carefully and then choose to accept or not accept the agreement (minors should read the agreement accompanied by a legal guardian.) Until you accept all the terms and conditions of the agreement, you will not have the right to sign up for, log in to, or use the services related to the agreement. Your action of sign-up, log-in, and use will be seen as your acceptance of the agreement and that you agree with the binding effect of the terms and conditions of the agreement.

Your acceptance of the agreement means that you willingly accept the binding effect of all terms and conditions, including your acceptance that Royole can make any alteration of any term of service at any time. This agreement can be updated by Royole at any time, and the updated terms of agreement will immediately replace the original terms of agreement as soon as they are announced. There will be no separate notification. The user can view the latest version of the agreement terms on the Royole website. If the user no longer accepts the revised terms and conditions after Royole makes changes to the related terms and conditions of the agreement, then the user can immediately stop using the services provided by Royole. If the user continues to use the services provided by Royole, this will be seen as acceptance of the revised agreement.

## **1. Rules for using products/services**

You can browse the Royole website and some products without needing to log in to a user account. However, certain Royole products, programs, websites, and services require that you sign up for a Royole account. If you wish to use more functions of Royole products, programs, websites, and services, then you must sign up for the corresponding account and provide the related personal information on the sign-up page. You can discontinue your account at any time as explained on the website, and the Royole products, programs, websites, and services will be retained or discontinued on your account as stipulated in this agreement.

### **What you pledge and guarantee:**

You understand and agree that the user must assume full responsibility for the genuineness, legality, and validity of sign-up information. The user shall not impersonate someone else and shall not post any information under someone else's name. The user shall not maliciously use the account to mislead other users. Otherwise, we have the right to stop the provision of service, and you will solely assume all legal liability that thereby arises.

Your actions of using Royole products, programs, websites, and services must be legal, and you must take responsibility for all actions done under your account, including any content that you post and any results that are thereby produced. The user should make an independent judgment of the content therein and assume all risk that is caused by the use of the content, including risk that arises due to dependence on the accuracy, completeness, and practicality of the content. Royole cannot and will not assume liability for any loss or damage caused by the actions of users.

You will keep your login information secret and ensure that it is not obtained or used by others, and you assume responsibility for all conduct that occurs under your account on the Royole platform. We do not assume liability for loss that is incurred because you did not follow the above requirements. You must inform us right away of any unauthorized use or suspected unauthorized use that may be against the law.

The information you post through us is public information, and other third parties can obtain information posted by users on the Royole platform. The user agrees that any posted information is considered public information and holds sole legal responsibility for this conduct. If any user is unwilling to allow other third parties to gain knowledge of their information, then they should not post such information on the Royole platform.

**What you understand and confirm:**

We have the right to unilaterally change, suspend, restrict, discontinue, or cancel all or a portion of the service contents of our service at any time and without any notice as required for business development, which is a risk that must be borne by the user.

The services that we provide may include ads and other promotional activities, and the user agrees that our ads and other promotional activities and those of our affiliates or third party merchants and partners may be displayed during the process of using the products or services.

We have the right to lawfully stop the transmission of information that, in our judgment, is content that violates the related laws and regulations or the provisions of this agreement or that harms, endangers, or threatens anyone's rights or safety or that is the impersonation of the identity of others. We also have the right to take the appropriate legal action against any person who, in our judgment, violates this agreement, including but not limited to deleting content that is seen as illegal, rights-infringing, or improper; canceling the membership qualifications of the offender; and preventing the use of all or some of our services. The related information will be saved according to laws and regulations and will be reported to the authorities.

Some of our products and services can only be used in the situation of being connected to the Internet. You must be solely responsible for getting online yourself or for paying the related fees such as telecommunications fees and data fees to a third party (including but not limited to telecommunications or mobile communications providers). Where this involves telecommunications value-added service, we recommend that you settle any issues you may have with the related fees with the value-added service provider.

**2. User-generated content**

User-generated content refers to all content generated when the user downloads, posts, or uses by any other means Royole products, programs, websites, and services (such as your information, pictures, music, or other content.) You are the only person responsible for your user-generated content, and you assume the risk that your user-generated content will be disclosed, which may lead to you or any third party being identified.

When you use your user-generated content as part of Royole products, programs, website, and services through uploading, posting, or other means, it will be seen as your automatic authorization and as your pledge and guarantee that you have the right to authorize irrevocable, non-exclusive, free-of-charge global license to us. This license is to be used for the duplication, publishing, public exhibition and performance, creation of derivative products, inclusion in other works or the use by other means of your user-generated content (excluding your personal information) solely for the purpose of providing Royole products, programs, websites, and services or improvements to you and transferring the license for the above matters. It is to be used for the duplication and publishing of the personal information that is part of your user-generated content solely for the purpose of providing personal information to target recipients. It is to be used for the statement in which you irrevocably agree to renounce the moral right and ownership of your user-generated content (which will lead to them being renounced.)

### **3. Rights and obligations of the user**

1. The right to legally use the equipment.
2. The right to download, install, and use Royole products, programs, and services on all your smart devices.
3. The ownership of Royole accounts belongs to Royole and its affiliates. After you complete the sign-up request procedure, you gain the right to use the Royole account. This usage right is held by the person who initially requested to sign up and is prohibited from being granted, lent, leased, transferred, or sold. Royole has the right to recover the user's account as required by business needs.
4. You have the right to change and delete your personal information, sign-up information, and posted content on Royole products, programs, websites, and services. Please note, however, that the deletion of the related content may also simultaneously involve the deletion of any text or images that you may have saved on the system. The user is required to assume this risk.
5. You have the responsibility to properly secure your account name and account password, and you are required to assume legal liability for all actions done under your account name and password. The user agrees not to use the account names or passwords of other members in any circumstances. You agree to immediately inform Royole when you suspect that someone else has used your account name or password.

#### **Limitations on rights:**

You shall not license, sell, lease, transfer, or publish Royole products, programs, websites, and services (including but not limited to contents or ads in products or sponsored contents) or use them for other commercial purposes.

You shall not access the Royole website or use Royole products, programs, and services for the purpose of creating similar or competitive services.

Except where clearly required by law, you shall not duplicate, publish, republish, download, display, post, revise, translate, merge, utilize, deconstruct, or decompile any part of Royole products, programs, websites, and services (including but not limited to contents or ads in products or sponsored contents) in any form using any method.

You agree that you will assume all legal liability that arises from the risks caused by the following behavior in the process of using Royole products, programs, websites, and services by uploading, posting, or using through any other means:

I Going against the basic principles confirmed in the Constitution

I Endangering national security, disclosing national secrets, overturning national authorities, or damaging national unity

I Damaging national honor and interests, stirring up racial enmity, involving racial discrimination, or damaging ethnic solidarity

I Damaging the national religious policies or spreading heresy and backwards superstition.

I Spreading rumors, disturbing social order, or harming social stability

I Spreading obscenity, pornography, gambling, violence, murder, and terror or abetting crime

I Insulting or humiliating others, infringing on the legal rights and interests of others or containing other content prohibited by laws, regulations, and administrative regulations

You agree not to engage in the following behavior in regards to Royole products, programs, websites, and services:

- Uploading or distributing computer viruses, worms, malware, or software that deliberately damages or alters computer system or data
- Collecting the information or data of other users without authorization, such as email addresses
- Using links prohibited by the Royole website, causing overload of the Royole website, or interfering with or damaging website services and Internet links using any other method
- Attempting to access the Royole website and server or the Royole website's Internet links without authorization
- Interfering with or damaging the normal use of Royole products, programs, websites, or services by other users

#### **4. Third parties**

You understand and agree that our services are supported by third party technologies such as the Android system. You understand that this agreement is established between you and Royole and is not established between you and any third party. You agree to abide by and authorize restrictions on the conditions of your use of Royole products, programs, websites, and services.

You are required to assume the legal liability for risks caused by using third party websites and ads. When you access third party websites and ads, the terms and policies of the third party will apply.

Royole products, programs, websites, and services include user-generated content provided by other users. Your interaction with other users is activity occurring between you and the other users. Royole does not control and does not assume legal liability for the abovementioned user-generated content. Royole does not have the obligation to inspect, monitor, approve, or assess the abovementioned user-generated content. You assume legal liability for the risks caused by using this user-generated content and by interacting with other users. Royole does not assume any legal liability for this type of activity.

## **5. Compensation for damages**

You agree to use the Royole products, programs, websites, and services in a harmless manner. Royole is exempt from any complaint, suit, loss, damage, liability, cost, and expense (including but not limited to attorney's fees) caused by any of the following actions or related actions: the actions of your use of Royole products, programs, websites, and services; your user-generated content; and your actions that violate this agreement.

You agree that, except where receiving the written consent of Royole, you shall not reach a separate settlement in lawsuits against third parties in which you and Royole are joint plaintiffs.

Royole will make all reasonable efforts to keep you informed about such a lawsuit and the actions pertaining to the lawsuit.

Royole does not assume any compensation liability toward you or any third party due to any indirect, consequential, exemplary, casual, special, or punitive damages in any circumstances.

## **6. Exemption declaration**

Royole does not assume any legal liability if any of the following situations occurs:

We provide your personal information as required by laws and regulations or the related government departments.

Any personal information is disclosed due to your own improper use or other reason for which you are at fault.

There is any situation in which the user's requirements cannot be met due to shielding against hacker attack, computer virus invasion, illegal content and information, and harassing information or due to government controls and any other management measures for network, technology, communications wiring, and information security that cause service interruption or disruption.

There is a situation in which the user incurs loss caused by a third party, including but not limited to communications wiring failure, technical problems, network and computer failure, and system instability of the telecom operator and other force majeure reasons.

The use of Royole products, programs, websites, and services might entail the risk of exposure to information coming from anonymous persons that contains threatening, libelous, offensive, or illegal contents.

There is any mental or physical harm and economic loss caused by or possibly caused by being misled or defrauded when users interact with other users through Royole products, programs, websites, and services.

It is clearly declared in Royole products, programs, websites, and services that there is no explicit or implicit guarantee given in any form of the timeliness, security, and accuracy of the services of Royole and its partner companies.

Any contents distributed by the user on the Royole websites, programs, or products do not represent or reflect any viewpoint or policy of Royole, and Royole does not assume any liability for such.

Except for any statutory guarantee that cannot be excluded, Royole products, programs, websites and services are all provided as-is, and Royole does not offer any explicit or implicit guarantee. This includes but is not limited to any guarantee of the marketability, suitability for a certain purpose, and non-infringement of Royole products, programs, websites, and services and the timeliness, security, and accuracy of the services of Royole and its partners.

Royole does not assume liability in any circumstances for indirect, consequential, exemplary, casual, special, or punitive damages, including loss of profit caused by the user's use of Royole's services. Regardless if there are contradictory stipulations in this agreement, all liabilities that we assume in regards to you, no matter what the cause or what type of action it involves, shall never exceed the fees that you have paid to Royole for our services during the sign-up stage (if any).

## **7. Intellectual property rights and other legal rights and interests**

The information posted by the user on the Royole website or interactive platform shall not infringe on the intellectual property rights and other legal rights and interests of any third party. Without the prior written consent of the rights holder, the user shall not upload, post, revise, transmit, or duplicate in any manner any protected material or information that exclusively belongs to someone else. If Royole receives the appropriate notification from any rights holder or their legal representatives, we will, on a review basis, remove the content that infringes on the intellectual property rights and other legal rights and interests of the other person.

The trademarks, logos, and names that are part of Royole's services all belong to Royole. Without prior written consent, the user shall not display or use or manipulate in any way the trademarks, logos, and names of Royole. No organization or individual shall use, duplicate, revise, or transmit Royole's trademarks, logos, and names in any manner or for any reason.

In addition to the above stipulations, if you believe that the information posted by someone on the Royole platform constitutes an infringement of your intellectual property rights or other legal rights and interests, then please contact us right away and provide a written notification that includes the following information: 1. proof that you are the rights owner of the contents that are alleged to be rights-infringing; 2. proof of your identity, address, and contact information; 3. the location on the Royole platform of the contents that are alleged to be rights-infringing; 4. your statement that your rights have been infringed; 5. the evidence related to the infringement of your rights; 6. a written statement declaring that the contents of your notification are accurate and truthful, on the premise of agreeing to accept the consequences of perjury.

## **8. Revision and termination**

### **Revision**

Revisions can be made to this agreement. If there are any substantial changes made to this agreement, we will notify you by the email address you have provided or by an announcement on the Royole website. After the change notice is made, the continued use of Royole products, programs, websites, and services will be seen as your knowledge of the change and your agreement to be bound by the terms and conditions.

Royole reserves the right to revise, retain, or discontinue Royole products, programs, websites, and services at any time without the need for notification.

You agree that Royole does not assume any liability in regards to you or any third party for the actions of revising, retaining or discontinuing Royole products, programs, websites, and services.

### **Termination**

This agreement takes effect starting on the day you accept it, and it continues to have effect in the process of your use of Royole products, programs, websites, and services until the effect is terminated per this agreement.

Despite the above stipulation, if the time that you use Royole products, programs, websites, and services is earlier than the time you accept this user agreement, you hereby acknowledge or should acknowledge and agree that this agreement goes into effect the first time you use Royole products, programs, websites, and services unless this agreement is terminated in advance.

We might retain your right to use the account for Royole products, programs, websites, and services as stipulated by law. We have the right to terminate this agreement at any time for any reason either with or without notice, including due to the bona fide belief that you have violated our policy of acceptable use or other stipulations of this agreement.

Without being limited by the previous provisions, if the user infringes on the intellectual property rights or other legal rights and interest of a third party and Royole receives a notification from the rights holder or their legal representatives, then Royole will reserve the right to terminate this agreement.

As soon as the agreement is terminated, your website account and right to use Royole products, programs, websites, and services will immediately be terminated. You should know that the termination of your website account means that your user-generated content will be deleted from our database. Royole does not assume any liability for you due to the termination of this agreement, including termination of your user account and deletion of your user-generated content.

Any future version, upgrade, or other change to Royole products, programs, websites, and services will be bound by this agreement.

## **9. Miscellaneous**

### **Feedback**

Your provision of suggestions (or "feedback") to Royole will be seen as your transfer of all rights to the "feedback" to Royole and your agreement that Royole has the right to use this feedback and related information in any reasonable manner. We will see this type of feedback as non-confidential and non-exclusive information.

You agree that you will not provide to Royole any information that you deem as confidential or exclusive.

We will reserve the right (but do not have the obligation) to inspect user-generated content at our discretion. We have the right to delete or remove your user-generated content at any time and for any reason with or without notice. According to the stipulations of Article 8, we have the right to retain or terminate your account.

### **Privacy policy**

Please read our "Privacy Policy." The "Privacy Policy" is an inseparable part of this agreement and has the same effect as this agreement.

### **Notices**

You must provide your most recent valid email address that you check on a regular basis. Royole does not assume responsibility for any risk that arises if the email address you provide does not work or if we cannot send the notice to you for any reason. The announcements and notices we send to you and the email we send to you, including this type of notice, indubitably constitute valid notice.

### **Application of law**

The laws of the People's Republic of China apply to this agreement.

If a dispute arises between the two parties, then it should be resolved through amicable negotiation.

If negotiation fails, legal action should be taken in the court of jurisdiction in the locality of Royole Corporation.

### **Independence**

If certain terms and conditions in this agreement cannot be applied for good reason, then the other terms and conditions of this agreement are not affected and should continue to be applied. The terms and conditions that cannot be applied will be revised according to the original intent of the terms and conditions as far as possible so that they can be applied lawfully.

### **Completeness**

This agreement (including the Privacy Policy) is the final, complete, and exclusive agreement between you and Royole for matters related to Royole products, programs, websites, and services. It takes the place of and integrates previous discussions and agreements between you and Royole regarding these matters (including previous final user licenses and terms of service.)

All titles are only for the purpose of your reading convenience and do not have any legal or contractual effect.

Except where written consent is provided by Royole, you shall not transfer the rights and obligations stipulated in this agreement. Any attempts to transfer rights and obligations in violation of the above provision will all be invalid.