

KreadoAiUser "Service Terms"

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## 1. Introduction

Welcome to use KreadoAI! Please carefully read and fully understand the following terms.

KreadoAI is operated by Xi 'An Point To Network Technology Co., Ltd and its affiliated companies ("We" or "Company"). The user (hereinafter referred to as "You") clearly understands, acknowledges and agrees to the contents of the Agreement, and establishes an agreement relationship with Xi 'An Point To Network Technology Co., Ltd and its affiliated companies. Please read the Agreement carefully, and guarantee that you have completely grasp and fully understand the content of the Agreement. By clicking OK, you agree to be bound by the Agreement and are willing to bear the obligations and legal responsibilities under this Agreement. You will use our services on behalf of a company, partnership, organization, government or other agencies ( your "agencies"), and you undertake and guarantee that, your business entity is a legally registered and validly existing legal entity. Moreover, you should ensure that you are authorized to do so and have your organization to be bound by the Agreement.

You should confirm that you have full civil capacity, you are at least 18 years old or have reached the age of 16, you rely on your own income, which is the primary source of your livelihood, and have the right and ability to agree to all of the terms in the Agreement and other related agreements. KreadoAI does not encourage minor users to use some related services. They are not allowed to use KreadoAI recharge service unless they entrust a guardian to operate or operate with the explicit consent of the guardian. Guardians of minor users are requested to earnestly perform their guardianship obligations. KreadoAI shall not assume any responsibility for the behavior of minor users in the process of using the recharge service and all consequences arising from their use of the recharge service.

As a "user", including "enterprise" and "individual user", you agree to follow the provisions of these service terms when visiting or using <https://www.kreadoai.com/> website, service and software provided by KreadoAI. KreadoAI platform refers to the collection of websites, services, as well as software mentioned above. Visiting or using KreadoAI indicates that you have already read and understood these terms and privacy policies, and consent to be bound by them. If you do not agree to or cannot comply with these terms, we will be unable to provide you with relevant services. These terms are applicable to all persons who wish to visit or use KreadoAI, including temporary visitors, users and other individuals. Please note that all the products and services provided by the platform are for legitimate purposes only.

## 2. Your Account

Please make sure the information you provided during the registration of KreadoAI account is correct and complete. KreadoAI may terminate your account if the information you provide is inaccurate or incomplete. Protect your account and password, and keep your account

confidential. You shall be responsible for all the cases if your account and/ or password is used to any unauthorized activities or behaviors. Please feel free to notify us when you discover any security vulnerabilities or unauthorized use of your account by others. Unless authorized, you are not allowed to use the name of a third-party entity or an illegal name as your username. In addition, you cannot use any offensive, vulgar, or obscene name as your username.

### **3. Cost**

KreadoAI reserves the right to modify prices and cost at our own discretion at any time. You can check the information about your cost in the interaction page, which reflects the current price and cost accurately. Any changes to the cost of a subscription or purchase made by the Company will be valid immediately and will be effective at the end of your current billing cycle, provided that you have got the effective subscription. Your continued use of subscription after such kind of change represents that you agree to pay the changed subscription cost.

### **4. Payment and Purchase**

Specific information related to payment such as payment method and credit card information may be required when you purchase any product or service from KreadoAI. You hereby acknowledge and guarantee that you have the legal right to use any payment method for purchase, and the information you provided to us is authentic, correct and complete. In order to facilitate payment and complete the purchase, we may use third party services. The submission of your payment information represents that you agree that we may share this information with the third party, and comply with our privacy policy.

### **5. Free Trial**

We may offer a time-limited free trial of the service with incomplete functionality ("Free trial"), but we reserve the right to provide this service in our sole discretion. When signing up for a free trial at KreadoAI, you may need to enter your payment and billing information etc. Even if you enter your payment information when signing up for a free trial, you won't be charged until your free trial expires. We reserve the right to modify the terms of your free trial or cancel it at any time without prior notice to you.

### **6. Content of KreadoAI**

"Content of KreadoAI" refers to all the images, texts, videos and audio data or any other information can be obtained on or through the platform. All the existing and future content of KreadoAI is the exclusive property of KreadoAI and its licensor. As the user, you need to arrange the payment of relevant cost in full before enjoying the related services, and comply with the Service Terms at the same time. In case of any violation of these Service Terms, we may revoke the corresponding license at any time.

### **7. Your Content**

KreadoAI supports users to provide specific text, images, videos or other materials in multiple ways for creating or generating images, videos, or other materials. You shall be responsible for the materials you used and the content generated, including their legality, reliability and appropriateness, and shall not engage in unauthorized or illegal secondary creation of the content. Besides, you promise that, when publishing or creating the content, you have the right to use such content and grant us the rights and licenses specified in these terms, and such content will not infringe on the privacy, portrait, copyright, intellectual property or any other rights of any other subject. If you violate these terms, we may terminate your account at any time and have the right to claim against you all the losses suffered by the platform as a result of any third party's claim of corresponding rights. You reserve all rights for any content you submit, publish, display or create on or through the platform. You also agree to grant KreadoAI a free, non-exclusive, permanent, transferable and irrevocable worldwide license by uploading or creating content on the platform. Furthermore, you need to make sure that you will assist KreadoAI in updating these Service Terms and privacy policies at any time, and all your content complies with these Terms and privacy policies.

## **8. Usage Policy**

During the period of your purchase, KreadoAI will grant you a limited, non-exclusive, non-transferable, non-sub-license to access and use the service. You agree not to abuse Kreadoai or any content, and the abuse constitutes a violation of the platform's Service Terms, privacy policy and other applicable laws and regulations, including but not limited to, violate any applicable domestic or international law in any way; cause minors to be exposed to inappropriate content or hurt minors with any method; content aimed at adult entertainment; infringe the rights of others in any way, including but not limited to obscenity, defamation, immorality, insult, intimidation, fraud, bullying, discrimination; any other behavior that interferes with the KredoAI platform; use malicious programs to access the platform without the explicit consent of KreadoAI; take any measures that may damage or counterfeit the rating or reputation of KreadoAI; carry out decompiling, reverse engineering, disassembling, and attempt to derive software source code or decrypt KredoAI; use KredoAI services to directly or indirectly engage in malicious competition or replace KredoAI's products and services in any way; distribute, transfer, sublicense, lease, lend or rent out KredoAI to any third party; use the created content in a manner that anyone reasonably believes to be infringing.

In case the content you created violate the Service Terms, we will delete, stop publishing and recall the violating content, and you shall delete, stop publishing and recall the violating content immediately, we can terminate your admission to KreadoAI, and we have the right to claim against you all losses suffered by KreadoAI as a result. KreadoAI will undertake no responsibility for any consequences arising from your misuse of KreadoAI or the generation of any content.

## **9. Demonstrative Authorization**

You agree that, KreadoAI can use your name and logo in sales, websites, and marketing materials and press releases with your consent.

## **10. Disclaimer**

You understand and agree that, the platform does not assume any legal responsibility for any interruption or obstruction of functionality caused by the following circumstances: attacked by computer virus, trojans or other malicious programs and hackers; failure of your computer software, systems, hardware and communication lines; your improper operation; use this feature in a manner other than authorized by the platform; other circumstances beyond the control of the platform or cannot be reasonably foreseen by the platform.

## **11. Liability and Compensation**

For any losses caused to us by your violation of the provisions of the Agreement (the "losses" mentioned include but are not limited to economic losses, litigation fees, lawyer's fees, notarization fees, audit fees, preservation guarantee fees, travel expenses, appraisal fees and other reasonable rights protection fees), you should undertake full and sufficient economic compensation to us in accordance with the law.

## **12. Effectiveness, Change, and Termination of Terms**

The Agreement will be valid automatically upon your filling in the information according to the prompts on the login/registration page of KreadoAI, reading and clicking the option box "I have read and agree" to complete the login/registration process, or using KreadoAI services in other ways. You understand and agree that, KreadoAI may change the content of the service and may interrupt, suspend or terminate the service based on the regulation of business strategies.

KreadoAI may transfer the relevant assets under the service to a third party in case of merger, division, acquisition or asset transfer. KreadoAI may also, after unilaterally notifying you, transfer some or all of the services and corresponding rights and obligations under this agreement to a third party for operation or performance. The specific transferee is subject to the notification from KreadoAI.

In the event of any situation as follows, we shall have the right to interrupt or terminate the service provided to you without notification: According to laws and regulations, you are required to submit authentic information, but the information you provided is not authentic, or inconsistent with the information at the time of registration and you fail to provide any reasonable proofs; you have violated relevant laws and regulations or the provisions of this Agreement; not comply with the provisions of laws and regulations, or the requirements of judicial authorities or competent authorities; for security reasons or other necessary circumstances.

## **13. Legal Applicability and Governing Law**

The conclusion, validity, execution and interpretation of these Terms and the settlement of disputes shall be governed by the laws of the People's Republic of China, but not apply to the principles of conflict of laws. Any disputes from the conclusion, validity, execution and interpretation of these Terms shall be resolved through consultation first. If not, the dispute shall

be submitted by both parties to Xi'an Arbitration Commission for arbitration according to the effective arbitration rules at that time. The arbitration award shall be final and binding upon both parties. The location of arbitration is Xi'an, China.