Terms of Service

Last Updated: July 29, 2026

These Terms of Service (these "**Terms**") apply to your access and use of our Platform and Service (each, as defined below) provided by Antchain Technology Pte. Ltd. ("**Company**", "**we**," "**our**," or "**us**"). By accessing and/or using the Service, you ("**User**", "**you**" or "**your**") acknowledge and agree that you have read and understood and agree to be bound by these Terms.

You should carefully read and understand this Agreement and our Privacy Policy for this Service. Please read all provisions carefully and ensure that you fully understand their contents, in particular those provisions that exclude or limit the liability of the Company, restrict your rights, provide for dispute resolution methods and jurisdiction, as well as any separate agreement applicable to the activation or use of a particular Service. Provisions that limit or exclude liability, or otherwise materially affect your rights and interests, will be highlighted in bold for your attention.

You acknowledge and agree that, by accessing and/or using the Service, you shall be deemed to have read and agreed to all the terms of this Agreement and to have understood the meaning of, and legal consequences arising from, all provisions of this Agreement. This Agreement shall become legally binding on and effective between the Parties, upon the earliest of: (a) the date of its valid execution; (b) the date on which you provide online click-to-confirm acceptance of this Agreement; and (c) the date on which you first access or use the Service.

1. ELIGIBILITY AND SERVICE REGION

1.1 The Service is **not** intended to be provided to Users located in some regions ("**Non-Service Regions**").

(a) Non-Service Regions as at the date of these Terms include any sanctioned country that is subject to economic or political sanctions imposed by other countries, international organisations, or coalitions including the United Nations, and any additional jurisdictions as designated by the Company from time to time in its sole and absolute discretion.

(b) In addition, certain Service may not be available in certain other regions or jurisdictions, as determined by us from time to time in our sole and absolute discretion.

1.2 You shall satisfy the requirements provided by the Company from time to time to be eligible to use our Service ("**Eligibility Requirements**"), including that:

(a) you have successfully registered a user account ("**User Account**") provided by the Company;

(b) you are a person with full power, capacity and authority to enter into and perform this Agreement, and if you are an individual, you have reached the age of majority in your jurisdiction of residence;

(c) you are not located in or a citizen or resident of any Non-Service Regions;

(d) **you are not prohibited, restricted, unauthorised or ineligible to use our Service in any form or by any means (in whole or in part) as a result of this Agreement, legal or regulatory requirements, including by reason of being a person who is subject to economic or political or trade restrictions or sanctions imposed by any country, international organisation, or coalition, including the United Nations**; and

(e) you are located in a jurisdiction where access to, and use of, the Service is permitted under Applicable Law.

1.3 **By using our Service, you warrant and represent to us that you satisfy the Eligibility Requirements. If you are a minor or a person with limited capacity for civil conduct, you do not satisfy the Eligibility Requirements. You and your guardian shall bear all consequences arising from breach of this Clause.**

1.4 Any attempts to mask or alter your true location by virtual private network ("**VPN**"), proxy or any other means may result in suspension of your User Account. Nothing in the Agreement limits our right to refuse service where we believe, in good faith, that providing the Service could expose us, our Affiliates, or our partners to legal, regulatory, sanctions or reputational risk.

2. DEFINITIONS AND INTERPRETATION

2.1 **Definitions.** Unless the context requires otherwise, capitalised terms in this Agreement shall have the following meanings:

(a) "**Affiliate**" means, with respect to a Party, any person that, controls, is controlled with or by or is under common control with such party; where "control" in this definition means: (i) direct or indirect ownership of at least fifty percent (50%) of the voting shares or other ownership interests of an entity; or (ii) direct or indirect possession of the power to manage or direct the operations and policies of an entity or to elect or appoint more than fifty percent (50%) of the members of its governing body.

(b) "**Agreement**" means these Terms, and its appendices or addenda and any service usage specifications, management specifications and other documents applicable to our Service as notified to you in writing by the Company from time to time.

(c) "**AI Agent**" means an autonomous or semi-autonomous software agent made available through the Service.

(d) "**API**" means application programming interface.

(e) "**Applicable Law**" means all applicable laws, statutes, rules, regulations, ordinances, and other pronouncements having the effect of law of any Governmental Authority.

(f) "**Artificial Intelligence**" or "**AI**" means machine-based systems, software, Models or algorithms designed to perform tasks that would ordinarily require human intelligence, including generating Outputs, making predictions, recommendations or decisions, or interacting with Users or other systems, whether through rule-based logic, machine learning, neural networks, Models or other computational techniques.

(g) **"Authorised User"** has the meaning given in Clause 3.1(b)(iii).

(h) "**Background IP**" means the Intellectual Property Rights owned by a Party which either (i) are in existence before the Company provides the Service; or (ii) come into existence after the Company provides the Service, excluding Service IP.

(i) "**Business Day**" means a day on which commercial banks are open for general business in Singapore.

(j) "**Confidential Information**" means information not generally known to the public that is (i) made available or disclosed by a Disclosing Party (as defined below) to a Receiving Party (as defined below) in writing and (ii) designated by the Disclosing Party in writing as Confidential; but it does not include: (a) any information that (1) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (2) was known to the Receiving Party before receipt from the Disclosing Party without breach of any obligation (and without a duty of confidentiality) owed to the Disclosing Party as shown by the Receiving Party's contemporaneous records; (3) is lawfully received by the Receiving Party from a third party without breach of any obligation (and without a duty of confidentiality) owed to the Disclosing Party; or (4) was independently developed by the Receiving Party without breach of an obligation owed to the Disclosing Party; or (b) any Feedback.

(k) "**Credits**" means any prepaid, non-transferable service credits or other prepaid service entitlements which may be issued by the Company and designated by the Company for use solely towards eligible services provided by the Company through our Service from time to time.

(l) "**Force Majeure Event"** means any event or circumstance which is beyond the reasonable control of the affected Party, which could not reasonably have been foreseen or prevented by the affected Party, and which affects the performance by a Party of its obligations under this Agreement and arises directly from an act of God, government, war, natural disasters, fire, flood, tsunamis, earthquake, typhoon or storm, epidemics, power outage, telecommunications network failures, civil unrest, riots, acts of terrorism, explosion or civil commotion, inability to perform due to Applicable Law or similar factors.

(m) "**Governmental Authority**", in relation to each Party, means any government, whether federal, state, tribal, or local, or any agency, department, branch, instrumentality, or other subdivision thereof, or any court or tribunal of competent jurisdiction which has responsibility of supervising or regulating such Party.

(n) "**Inputs**" means any text, files, URLs, code, configuration files, instructions, data, datasets, AI Agents, skills, workflows, documents, materials, prompts, chats, instructions, requests, or other content submitted, uploaded, transmitted or otherwise provided by User (or his or her AI Agent) to or through our Service.

(o) "**Intellectual Property Rights**" means all rights in inventions, patents, registered designs, database rights, copyrights, trademarks, service marks, logos, get up, domain names, whether registered or unregistered and including any applications for registration, rights in know-how, confidential information and trade secrets, and any rights or forms or protection of a similar nature or having equivalent or similar effect to any of them which subsist anywhere in the world.

(p) "**Model**" means an AI model.

(q) "**Model Terms**" has the meaning given in Clause 3.6(a).

(r) "**Non-Hosted Agent**" means any AI Agent, bot, software, workflow or similar functionality that is registered, connected, integrated with, or made accessible through the Platform or the Service by you or a third party, but which is not hosted, operated or controlled by the Company.

(s) "**Outputs**" means any responses, summaries, recommendations, generated content, task results or other outputs generated, created, returned or made available by or through our Service in response to Inputs or User activity.

(t) "**Party**" means the Company or the User, and "Parties" means both of them.

(u) "**Platform**" means the integrated service platform established by the Company and/or its Affiliates and operated through the website with the domain names at computrix.ai and/or computrix.org, which (by subsequently adjusting its product form, domain name or access entry from time to time) provides to you an integrated service platform aggregating multiple Model services and related ancillary services.

(v) "**Restricted Model**" has the meaning given in Clause 3.6(f).

(w) "**Service**" has the meaning given in Clause 3.3.

(x) "**Service IP**" means all Intellectual Property Rights created, discovered or brought into existence by or on behalf of us as a result of, for the purpose of, or in connection with the provision of our Service to Users, excluding Input and Output.

(y) "**Third Party Resources**" has the meaning given in Clause 3.7(b).

(z) "**User Content**" means your Input into the Service and your Output generated through the Service.

2.2 **Interpretation.**

(a) References to Clauses and Addenda are to be construed as references to the Clauses of, and Addenda to, this Agreement, unless otherwise indicated. A reference to a paragraph shall refer to a paragraph in the relevant Addendum. The singular includes the plural, and the plural includes the singular. All references to hereof, herein, hereunder and other similar compounds of the word here shall mean and refer to this Agreement as a whole rather than any particular part of the same. The terms "include" and "including" are not limiting. The headings, captions, headers, footers and version numbers contained in this Agreement are intended for convenience or reference and shall not affect the meaning or interpretation of this Agreement.

(b) A "person" includes any individual including their personal representatives, sole proprietorship, partnership, corporation, limited liability company, unincorporated society or association, trust or other entity or organisation including the directors and officers of such entity or organisation.

(c) In case of inconsistency between various instruments of this Agreement, the following order of precedence shall apply: any Platform specific rules, these Terms, an Addendum to this Agreement, other policy or document provided by us and our Privacy Policy, unless a term set out in a module of lower priority is expressly identified as amending a term set out in a module of higher priority and taking precedence over such terms, in which case such term shall take priority.

3. THE SERVICE

3.1 **User Account.**

(a) **User Onboarding**. To register a User Account, you must provide a valid email address and/or such other information we may reasonably require from time to time for creation of the User Account and for identification, verification, compliance, security or operational purposes.

(i) You may complete the registration process by selecting a lawful combination of characters as your account name and setting a password that meets the applicable security requirements, authorising the use of a third-party account for linked registration, or using any other registration method supported by our Platform.

(ii) You understand and agree that "User Account" refers collectively to the foregoing account name and password, authorised third-party account, or any other information associated with the "Account" section within the user interface.

(iii) **Your User Account name must not violate Applicable Law, or the Platform's management rules, nor may it be likely to cause confusion between your identity and ours. Otherwise, your User Account may fail to be registered successfully, or we shall have the right to deregister it upon notice to you**.

(iv) We may, for the activation of certain Service, require you to provide additional identity information and materials and undergo further identity authentication or qualification verification. Your User Account shall only be eligible to use the relevant Service after such authentication and verification have been successfully completed.

(b) **Organisation User**. We may provide specified types of Service to entities or organisations having separate legal personality ("**Organisation**"). An individual may access and/or use the Service on behalf of an Organisation, for example as an employee of such Organisation. In such cases, notwithstanding anything to the contrary in the Agreement:

(i) the Agreement is entered into between (1) us and such individual and (2) us and that Organisation;

(ii) such individual represents and warrants to us that he or she has the authority to bind his or her Organisation to the Agreement (and, in the absence of such authority, such individual may not access, nor use, our Service);

(iii) "you" as used in the Agreement in the context of a licence grant, assignment, restriction, obligation, acknowledgment, representation, warranty, or covenant, or in any similar context, means (1) such individual, (2) the Organisation and (3) any other authorised person to use our Service on behalf of the Organisation ("**Authorised Users**"); and "your" has the corresponding meanings;

(iv) such individual's acceptance of this Agreement will bind that Organisation to this Agreement;

(v) we may disclose information regarding such individual and such individual's access to and use of the Service to that Organisation;

(vi) such individual's right to access and use the Service may be suspended or terminated (and the administration of the applicable User Account may be transferred) if such individual ceases to be associated with, or ceases to use an email address associated with or provisioned by, that Organisation;

(vii) any obligation imposed on "you" under this Agreement shall be deemed to include a corresponding obligation on your Authorised Users; any reference to your Inputs shall be deemed to include any Inputs by your Authorised Users;

(viii) that Organisation will be responsible and liable for all acts and omissions of its Authorised Users as if those acts and omissions are its own; and

(ix) if an individual opens a User Account using an email address associated with or provisioned by an Organisation, or if an Organisation pays fees due in connection with such individual's access to or use of our Service (or reimburses such individual for payment of such fees), then we may, in our sole discretion, deem such individual to be accessing and using the Service on behalf of that Organisation.

3.2 **User Account Responsibility.**

(a) You are responsible for maintaining the security of your User Account and all credentials and access mechanisms associated with the User Account, including usernames, passwords and any other authentication codes or devices. You shall not disclose your User Account credentials to any other person. If you discover that your User Account has been used by another person, you shall immediately notify us, and we shall facilitate the change in credentials of your User Account**. You acknowledge that we may require a reasonable period to process and act upon your request for change in User Account credentials. To the maximum extent permissible under Applicable Law, we shall not be liable for any losses incurred prior to our taking such action.**

(b) You will ensure that all information provided to us is accurate, complete and up to date. We may issue a notice to you for inquiry and/or rectification in relation to information provided through your User Account, and you shall cooperate in providing or updating the relevant information as required by us. Where the information provided by you is untrue, untimely, incomplete or inaccurate, you shall be responsible for consequences and losses arising from your inability to use your User Account (including failure of registration, freezing of your User Account or deregistration of the User Account).

(c) **Under normal circumstances, your User Account shall be your sole identity identifier for carrying out all activities on the Platform. Unless otherwise agreed between the Parties, each User Account may independently conduct activities on the Platform.**

(d) **Notwithstanding Clause 3.2(c), we shall have the right to apply unified treatment to multiple User Accounts held by the same person and/or its Affiliate where the Company determines that that such User Accounts are in fact used by the same User, based on association information generated during User Account registration, login or use of different accounts. "Association Information" includes: the same identification document, the same mobile phone number, the same payment account, the same device and the same address.**

(e) You shall bear full legal responsibility for activities conducted through your User Account, including any data modification, publication of statements, payment transactions or other acts conducted by you through the Platform.

(f) **Your User Account is for your personal use only. Without our prior written consent, you are prohibited from gifting, lending, leasing, transferring, selling or otherwise permitting any other person to use your User Account in any form. If we discover, or have reasonable grounds to believe, that the User is not the registered User Account holder, we shall have the right to immediately suspend or terminate the provision of Service to such registered account, or to deregister such User Account, in order to safeguard account security.**

(g) **You understand and accept that, although we provide you with reasonable account security monitoring services, you are the primarily responsible for the security of your User Account. We are unable to guarantee the effectiveness or service quality of any free services provided by us. To the maximum extent permissible under Applicable Law, we shall not be liable for any consequences arising from account theft, password loss, or disclosure of login authentication methods (including any losses suffered by you) caused by malicious attacks by third parties, your own improper or inadequate security measures, or other reasons attributable to you (including disclosing your account, password or registration information to any third party at will, sharing one User Account among multiple persons, installing illegal software or software from unknown sources, or allowing others to use devices on which your User Account is already logged in).**

3.3 **Service.** The Company provides large Model services (Model-as-a-Service or "**MaaS**") and related platform ancillary services that you subscribe to or use from the Company through the Platform in accordance with this Agreement ("**Service"**). The Company, based on the platform capabilities independently developed, operated or managed by the Company, provides you through the Platform with large Model access, Model invocation, intelligent scheduling, security governance, data protection, usage management and related value-added services, including the following Service, as confirmed in your specific order or subscription:

(a) **Scenario Intent Recognition and Model Routing Service:** Based on the scenario intent recognition, Model routing and decision-making capabilities independently developed by the Company, our Service may identify your requests, prompts, task types or application scenarios, taking into account factors such as scenarios, performance, costs, speed and availability, matching relevant requests with appropriate Models, Model pools or invocation paths;

(b) **Unified Orchestration Service:** Based on the unified orchestration engine independently developed by the Company, our Service may evaluate and orchestrate different Models, interfaces, channels or resources, and, where necessary, perform failover, resource switching or invocation path adjustment, so as to enable you to obtain various Model-related services and improve service stability, continuity and response efficiency;

(c) **Data Plane Management Service:** Based on the data plane management capabilities independently developed by the Company, our Service may provide you with functions such as traffic control, budget management, usage statistics and sub-User Account management, and uniformly encapsulating invocation protocols of different Models or interfaces, so as to reduce Model switching costs and internal management costs;

(d) **Network Acceleration Service:** Based on network access, gateway and acceleration capabilities independently developed or managed by the Company, our Service may provide network connection optimisation and access acceleration services for Model invocations under different regions, Model deployment locations or access scenarios;

(e) **Model Security Governance Service:** Based on Model security, content security and compliance governance capabilities independently developed by the Company, our Service may conduct necessary security detection, risk identification, compliance verification or governance processing on Outputs;

(f) **Session and Data Security Protection Service:** Based on data security, encrypted transmission, secure sandbox and access control capabilities independently developed or managed by the Company, our Service may provide security protection measures for session data, request data, invocation records and other related data generated or submitted by you in the course of using our Service; and

(g) **Prompt Optimisation Service:** Based on the Model services independently developed by the Company, where a User sets prompts, the Service may optimise the initial prompts into prompts that are easier for a Model to understand, thereby improving the accuracy of Model responses and reducing hallucinations.

3.4 **Subscription Plan**. We may provide certain types of Service in different forms, including through a subscription plan ("**Subscription Plan**"). Our currently available Subscription Plans are listed at our Subscription Plans Addendum available at https://maas-global.oss-ap-southeast-1.aliyuncs.com/Subscription%20Plans%20Addendum.pdf.

3.5 **Service Level Addendum**. We will make reasonable efforts to provide our Service in accordance with our service level agreement as set out in our Service Level Addendum. **To the maximum extent permissible under Applicable Law, the User acknowledges and agrees that the compensation standards set out in the Service Level Addendum are the sole and exclusive remedy available to the User under the Agreement, Applicable Law or otherwise, in respect of the Company's failure to meet any Service Availability (as defined in the Service Level Addendum).**

3.6 **Models**.

(a) By accessing or using any Model through our Service, you will comply with the applicable terms and applicable privacy policy for each Model ("**Model Terms**") and product specific terms.

(b) Between you and us, you are responsible for any act and omission of your Authorised Users, including any contravention of applicable Model Terms, as if they were your own act and omission.

(c) You are solely responsible for reviewing the Model Terms applicable to each Model before accessing or using that Model.

(d) You agree that Model Terms may be modified, supplemented, or replaced from time to time by the applicable Model provider. Your continued access to or use of a Model after the Model Terms for that Model are updated constitutes your acceptance of such updated Model Terms. If you do not agree to the updated Model Terms, you should not access or use the applicable Model.

(e) You are solely responsible for configuring your User Account settings, setting permissions and restrictions for your Authorised Users.

(f) You understand and acknowledge that certain Model providers do not permit users either: (i) acting on behalf of certain entities or organisations, or (ii) who are located in certain countries or regions, to access their Models, as described in their relevant Model Terms and documentation ("**Restricted Models**"), and that you may not access these Restricted Models through our Service. Model providers may add or remove Models from their Restricted Models list at any time and with or without notice to you or us.

(g) You will (and ensure your Authorised Users will) not: (i) use our Service to access Restricted Models, by using VPN and proxies; or (ii) circumvent safeguards or measures implemented by us or Model providers designed to restrict access to Restricted Models. Any breach of this Clause is considered a material breach subject to immediate suspension and/or termination of your access to the Service by us.

(h) You will promptly provide any information, certifications, notices, consents, or other materials reasonably requested by us to confirm or support your compliance with applicable Model Terms.

3.7 **Third Party Resources and Capacity Constraints.**

(a) **You fully understand and agree that the Service is an integrated MaaS service provided by the Company based on its own platform capabilities and in conjunction with relevant Models, Model interfaces, computing resources, network resources and other technical resources.**

(b) **To provide the Service, the Company may itself provide relevant Models, algorithms, systems, tools or platform capabilities, and may also access, invoke, schedule or integrate foundation large Models, Model interfaces, computing resources or other technical resources, information and materials provided by third parties (collectively, the "Third Party Resources").**

(c) **Through the functions referred to in Clause 3.3(a) to (g) and other Platform capabilities, the Company provides you with a unified service access point and an optimised service experience.**

(d) The Company shall use reasonable endeavours to establish corresponding responsibility mechanisms in the following aspects:

(i) the proper provision and effective operation and maintenance of core Platform capabilities which are independently developed by the Company, such as scheduling, management, security and billing;

(ii) the reasonable selection, necessary preliminary review, continuous monitoring and appropriate fallback mechanisms with respect to integrated Third Party Resources;

(iii) the security protection and privacy protection of data generated by you in the course of using the Service; and

(iv) assuming reasonable responsibility as required under Applicable Law for the availability and security of the interaction interface between you and the Platform, and our Service.

(e) **Except otherwise expressly provided, we are not an author of, and do not screen, vet, create, develop, deploy, control, curate, select, endorse any Input, Output, AI Agents, Models or Third Party Resources. If required by Applicable Law, the Company shall take measures in accordance with its technical capabilities, such as restricting, blocking or deleting Outputs upon discovering that such Outputs may be unlawful or non-compliant.**

(f) To the maximum extent any Third Party Resources are used, such services may be operated by independent third parties outside our control.

(g) **You understand and agree that the development, training, version iteration, underlying performance, foundational stability and technical characteristics of the Third Party Resources shall be the responsibility of the corresponding third party service provider. When using Third Party Resources, you shall comply with the acceptable use and abuse monitoring policies and relevant Terms of Service of third party providers**. If we receive notice from the relevant third party service provider requiring us to take remedial action

as a result of your use of our Service, we reserve the right to immediately suspend or terminate your access to the relevant functionality, without prior notice if necessary, to comply with relevant third party service provider's requirements or where reasonably necessary to protect security, legal or operational interests.

(h) **The Company shall only provide the Service in accordance with the Platform functions stipulated under this Agreement. For any usage issues directly caused by the inherent limitations of the Third Party Resources or by reasons attributable to third-party providers, and which do not fall within the scope of the Company's responsibilities, you agree that the terms of the relevant Third Party Resources provider shall prevail and apply in relation to any obligations of third party in providing such Third Party Resources.**

(i) **You understand and agree that Third Party Resources generally have certain inherent technical limitations, and such limitations may not constitute defects in the Platform's capabilities, including:**

(i) Knowledge Timeliness Limitations: training data or available information of the Model may have timeliness limitations, and the Model may be unable to accurately process events, news or data occurring after the point in time covered by its training data;

(ii) Accuracy Limitations: Model Outputs may still contain errors, bias, hallucinations or incomplete Outputs;

(iii) Long-Text Processing Limitations: the Model may have processing capability limitations with respect to extremely long input text;

(iv) Computing Capability Limitations: the Model may have performance bottlenecks in relation to certain complex computational, programming or reasoning tasks;

(v) Geographical and Language Limitations: certain Models may have limitations in understanding specific languages, region-specific content or cultural contexts; and

(vi) Terms of Use Limitations: the Third Party Resources may impose restrictions on Model use cases, application fields, Output purposes or other aspects of use.

3.8 **User Content**.

(a) We are under no obligation to edit or control User Content, and will not be in any way responsible or liable for User Content. Notwithstanding the foregoing, we may at any time and without prior notice, screen, remove, edit, prioritise or carry out content moderation on any User Content that in our sole judgment violates this Agreement or is required to be edited to comply with Applicable Law. To the maximum extent permissible under Applicable Law, you waive any legal or equitable right or remedy you have or may have against us with respect to your User Content; and we expressly disclaim any and all liability in connection with your User Content.

(b) Your User Content may be processed, transmitted or stored in multiple jurisdictions, including by third-party service providers. You agree that such cross-border transfers may be subject to foreign laws and that the level of data protection in those jurisdictions may differ from that in your location. We also strive to accurately provide to the Models the country or region of your originating request when accessing our Service. However, due to limitations of currently available technology, it is not always possible to accurately represent your country or region of origin, and this limitation may affect your ability to use the Service. To the maximum extent permissible under Applicable Law, we are not responsible for any incorrect location reporting to the Models.

3.9 **User record keeping.** You are solely responsible to store, retain and backup any of your User Content relating to your use of our Service. **Your User Content may be deleted through your use of the Service or after termination of the Agreement. To the maximum extent permissible under Applicable Law, we do not assume any responsibility for storing, maintaining or providing any backup or access to your User Content. You are fully responsible for your User Content.**

3.10 **User general obligations**. You shall conduct your own legal, regulatory and compliance assessment of your use of our Service and obtain all necessary licences, registrations, permits, approvals, consents and authorisations required for your activities conducted in connection with using our Service. If Applicable Law requires your relevant activities to obtain relevant licences or filings, upon our request, you shall promptly provide relevant information for our review and record-keeping.

3.11 **Export Control. The Parties undertake that, while complying with the export control, sanctions and other Applicable Law, they shall also comply with any other export control and sanctions laws and regulations applicable to this Agreement. You undertake that you will not use the Service for military purposes, users or end uses related to weapons of mass destruction, or for any purpose prohibited under applicable export control and sanctions laws and regulations. Without the approval of the relevant Governmental Authority, you will not, through the Service, provide any controlled products, technologies, software or services to any destination, entity or individual prohibited under Applicable Law.**

3.12 **Modification.**

(a) We may adjust, replace or switch any Third Party Resources under the following circumstances: (i) where the current provider ceases to provide services or functionality, or imposes restrictions or bans with respect to specific regions, IP addresses or accounts; (ii) where newly introduced Models or other services are better able to meet User needs or improve Service quality; (iii) where optimisation adjustments are required for cost, performance or compliance reasons; (iv) where Governmental Authority issues notices, restrictions, investigations or requirements relating to the relevant Third Party Resources; or (v) where we consider other circumstances make such action necessary.

(b) **If there is a modification of Service referred to Clause 3.12(a), the Company may take the following actions, including without limitation: (i) temporarily restricting or suspending specific functions; (ii) adjusting the geographical scope in which the Service is available; (iii) reducing Service performance or response speed; (iv) modifying billing rules; and (v) suspending part or all of the Service. The Company will provide reasonable prior notice by announcement, email or other means as appropriate, except that in emergency circumstances (such as sudden failures of Third Party Resources), the Company may take such measures before providing any notice**.

(c) When switching Models, the Company will use reasonable commercial efforts to maintain service continuity and consistency of functionality, and will notify you of plans to switch Third Party Resources by announcement or other means at least thirty (30) days in advance. You may submit comments before our proposed switch of Models, but we reserve the final decision-making authority in relation to any such switch.

(d) If there is a modification of Service referred to Clause 3.12(a), any service packages or resource packages already purchased by you shall remain valid, but any fees and charges shall be calculated based on actual consumption of the new Third Party Resources. If the efficiency of the new Third Party Resources differs significantly, we may adjust the applicable unit pricing, provided that prior notice is provided to you.

(e) Subject to Clause 3.12(a) to (d), we reserve the right, at any time, to modify, update, suspend, limit any use of, replace other parts of our Service (in whole or in part), provided that any modifications shall not detrimentally affect your use of the Service, or cause a material degradation to the Service.

(f) To the maximum extent permissible under Applicable Law: (i) you agree that we will not be liable to you or to any third party for any modification, suspension, replacement of any of part of, or discontinuation of our Service or any part thereof; (ii) you acknowledge and agree that Company will have no obligations to provide you with any support or maintenance in connection with our Service; and (iii) you agree and accept that Model substitution or changes to our Service may result in differences in Output quality, format, latency, cost, Service results, response time or functionality.

4. PAYMENT AND FEES

4.1 Some functions of our Service may be provided by us for free. We reserve the right to introduce fees for any feature our Service at any time, subject to reasonable prior notice to you. Where any Service is subject to a fee, payment of the relevant fee is prerequisite for your use of the Service.

4.2 **Credits.** For specific types of Service, we may permit you to purchase Credits and apply them toward usage of specific types of Service in accordance with applicable usage metrics or consumption models made available from time to time, subject to the following:

(a) Credits are non-transferable and may only be used by the User Account to which they are issued or allocated;

(b) Credits have no cash value, are not redeemable for cash or cash equivalents, are not refundable except as required by Applicable Law, and may not be resold, assigned or exchanged;

(c) Credits may only be used to pay for such services designated by us from time to time and may not be used as a means of payment to any third party;

(d) we may impose conditions, expiry periods, minimum purchase amounts, permitted use cases or other rules in relation to Credits;

(e) the applicable fee or Credit cost for each applicable type of Service, if any, will be displayed prior to your confirmation of each purchase or use. Upon confirmation by you, the applicable amount will be deducted from your payment method, Credit balance or other authorised payment source; and

(f) we may suspend, reverse, cancel or refuse any purchase, use or redemption of Credits where we reasonably believe there is error, fraud, abuse, breach of the Agreement, chargeback risk, sanctions risk or other legal, regulatory or reputational risk.

4.3 **Usage records.** Your resource consumption (including tokens, calls or Credits) is determined automatically by our system based on technical parameters and workflow execution. Our system records, logs, billing data and usage records shall be final and binding evidence of your service usage, consumption and fees, except in the case of manifest technical error.

4.4 **Payment Service Providers**. The Company may use third-party payment processors or service providers to process payments. The Company does not process, handle or control any payment transactions. Users are solely responsible for determining whether and when to initiate any transactions with supported third-party payment service providers. The User agrees that any amount paid for using any Service according to the specific order or Subscription Plan is non-refundable, unless otherwise agreed.

4.5 **Taxes.** You are responsible for any applicable taxes, including goods and services taxes, value-added taxes, withholding tax or similar charges, associated with your purchase or use of any Service, unless otherwise agreed between you and us.

5. RESTRICTIONS AND ACCEPTABLE USE.

5.1 **Prohibited Uses**. You will not use the Service in the following manner:

(a) Use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of it;

(b) Attempt to gain unauthorised access to any User Account, computer systems or networks associated with the Company or our Service;

(c) Obtain or attempt to obtain any materials or information through our Service by any means not intentionally made available or provided by the Company;

(d) Use any robot, spider, or other automatic device, process or means to access our Service for any purpose, including monitoring or copying any of the material on our Service;

(e) Introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;

(f) Attack our Service via a denial-of-service attack or a distributed denial-of-service attack;

(g) Impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including by using email addresses associated with any of the foregoing);

(h) License, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Service, whether in whole or in part, or any content displayed on the Service;

(i) Modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Service;

(j) Use our Service to violate, or to enable any other person to violate, any law or regulation, infringe on the rights of any third parties, or as part of a fake or fraudulent transaction;

(k) Access or use the Service in order to build, train, improve or benchmark a similar or competitive service in a manner that infringes the Company's Intellectual Property Rights or otherwise violates Applicable Law;

(l) Use for any activity or decision that may significantly affect any person's legal, financial, employment, healthcare, housing, insurance, education or safety interests without appropriate human review, safeguards and compliance with Applicable Law;

(m) Use for any high-risk, safety-critical or mission-critical purpose, including medical diagnosis or advice, legal advice, financial trading, autonomous vehicle control or any similar high-risk use case;

(n) Disable, circumvent, ignore or fail to use any relevant safety features, usage limits, access controls, content filters or restrictions provided by the Company;

(o) Register, connect, integrate with or operate any Non-Hosted Agent, external integration or third-party system through our Service in a manner that is unlawful, insecure, deceptive, infringing, harmful or incompatible with our Service, or in breach of Applicable Law, this Agreement or any third-party terms; or

(p) Represent or imply any Output as solely human-generated, where doing so would be misleading or unlawful.

5.2 **Enforcement**. We may monitor and investigate use of the Service, and may suspend, limit or terminate access to the Service at any time where it reasonably believes that your have violated this Agreement, any Applicable Law, or any technical, safety or documentation requirements applicable to the Service, or where such use may expose us, the Service or any third party to security, legal, reputational or operational risk.

5.3 **User compliance**. You will comply with all Applicable Law, including requirements relating to content moderation, algorithmic governance, labelling of AI-generated content, user notification, complaint handling and regulatory filings in using our Service; and provide us with all necessary information and cooperation to us in any investigation, regulatory request or compliance process or to verify your compliance with this Agreement, including by providing relevant information or materials upon our request.

6. NO CONTRACTING PARTY FOR THIRD-PARTY RELATIONSHIPS

6.1 **No Agency or Contracting Party.** Nothing in the Agreement, or anything arising from your access to or use of our Service, any AI Agent or any Third Party Resources, creates or shall be deemed to create any partnership, joint venture, agency, fiduciary or similar relationship between us and any User, any AI Agent or any third party. Neither the Company nor any User has authority to bind or act on behalf of the other. The Company is not a party to, and does not enter into, any agreement, arrangement or transaction between (a) Users (and/or their respective AI Agents), (b) any User (and/or the User's AI Agent) and any third-party provider (including AI Agent providers, payment service providers or other service providers), or (c) any User and any service provider engaged by the Company in connection with our Service.

6.2 **No General Control over Third-Party Resources.** Subject to Clause 3.7(d), the Company does not control, supervise and endorse any Third Party Resources.

6.3 **No Responsibility for Disputes or Communications.** To the maximum extent permissible under Applicable Law, the Company shall have no responsibility or liability for: (a) the effectiveness, accuracy, completeness or reliability of any Third Party Resources; or (b) any complaint, dispute, claim, communication or correspondence arising between any Users, any AI Agents or any third-party providers. All such matters are solely between the relevant parties. Without limitation, the Company does not act as an intermediary, broker, agent or representative in respect of any interaction, transaction or relationship facilitated or enabled through our Service.

7. PRIVACY

7.1 You agree to our Privacy Policy (which is available at:https://maas-global.oss-ap-southeast-1.aliyuncs.com/Privacy%20Policy%20Legal.pdf) and (where applicable) Data Processing Addendum, including any automated matching or comparison of personal data processing and activities set out therein, which is incorporated by reference

into this Agreement as if it were set forth herein in its entirety. To the extent required under Applicable Law, we will respond promptly to information security incidents and notify you of the relevant circumstances.

8. INTELLECTUAL PROPERTY

8.1 **Company Intellectual Property.**

(a) We (or our licensors) own all legal right, title and interest in and to all elements of: (i) Service IP; and (ii) our Background IP. Subject to your compliance with this Agreement, you are granted only a limited, revocable, non-exclusive, non-exclusive as against others, non-sublicensable and non-redistributable general right to use the necessary Service IP and our Background IP (if embedded within the relevant Service) during the term of this Agreement solely for the purposes of this Agreement. You may use such items only in accordance with this Agreement and shall not in any way damage our or our Affiliates' Intellectual Property Rights. Upon expiration of this Agreement, the licence granted to you under this Clause shall automatically terminate.

(b) Except as expressly provided in the Agreement, nothing herein gives you any rights to any other Intellectual Property Rights belonging to us (or our licensors).

(c) The Service IP, our Background IP and our Service are protected by copyrights, trademarks, or are subject to other proprietary rights. You will not copy, reproduce, modify, publish, upload, post, transmit, perform, or distribute the Service IP, our Background IP and our Service in any way without the express written consent of us or the applicable owner.

(d) You will not use deep link to our Platform or Service, without our express written permission. In addition, the look and feel of our Platform and Service, including all page headers, custom graphics, button icons, and scripts constitute our service mark, trademark or trade dress.

8.2 **User Intellectual Property Rights.**

(a) **As between the User and the Company, and subject to Clause 8.2(c) and your compliance with this Agreement, you (or the original rights holders) retain all rights, title and interest (if any, to the maximum extent recognised under the Applicable Law) in and to your User Content**, provided that:

(i) You grant to us an unconditional, perpetual, irrevocable, non-exclusive, royalty-free, sublicensable (including to our service providers), transferable and worldwide licence to use, reproduce, modify, process, store, host, adapt, prepare derivative works of and otherwise exploit: (1) your User Content; and (2) your Background IP (to the extent incorporated in or necessary for the use of such User Content, for our commercial purposes including in connection with the provision, operation, development or improvement of our Service), subject to compliance with Applicable Law.

(b) You agree that your ownership, rights, title and interest in the User Content are subject to applicable Model Terms. We do not control Model providers, and we are not liable for errors or misrepresentations made in any Model Terms. Some Models may store or train on your Inputs for improving their own Models and may allow you to opt-out of Model training, as described in their Model Terms.

(c) We do not represent or warrant that any Output is protectable intellectual property, non-infringing, or that any rights in such Output exist or are capable of assignment.

(d) You represent and warrant that: (i) you have all necessary rights, title and authority to licence your Background IP, User Content as described in Clause 8.2(a); and (ii) the use of your Background IP or User Content (including Outputs of your AI Agents) in accordance with the Agreement will not infringe the Intellectual Property Rights of any third party or breach any Applicable Law.

(e) If any third party questions or makes a complaint regarding the ownership of Intellectual Property Rights in your User Content, or the ownership of Intellectual Property Rights in any Output generated through your use of the Service, you shall promptly provide us with the relevant information and shall be responsible for handling the relevant complaints, claims, disputes, legal proceedings or potential legal actions. You shall bear all related costs and compensation and shall indemnify us against any losses arising therefrom and hold us harmless from all legal liability arising from and in connection with such third party claims.

8.3 **The Company may provide Service through Third Party Resources. If this Clause conflicts with the terms of a separate Intellectual Property Rights licence agreement applicable to such Third Party Resources, the terms of the licence agreement relating to such Third Party Resources shall apply only to the extent necessary to resolve such conflict. The relevant components of Third Party Resources are generally identified in the relevant product documentation, and the copyright in such components is owned by the copyright owner specified in the copyright notice of the applicable agreement.**

8.4 **Feedback.** If you decide to provide us with any feedback ("**Feedback**"), we may use that feedback without any obligation to you.

9. INDEMNIFICATION

9.1 **You will indemnify and hold harmless us and our Affiliates, and their respective officers, directors, employees, agents and business partners (together, the "Indemnified"), from and against any claims (including claims by third parties), liabilities, damages, losses and expenses, including reasonable legal and accounting fees, directly or indirectly arising out of or in any way related to**:

(a) any actions taken under your User Account;

(b) your breach of any representation, warranty or any other provision of this Agreement;

(c) your violation of any rights of a third party;

(d) your violation of any Applicable Law;

(e) any of your User Content;

(f) any penalty imposed by any Governmental Authority, as a result of your breach of this Agreement; and

(g) **any third party claim against the Indemnified as a result of or in connection with your use of the Service, your breach of the Agreement or any actions taken under your User Account.**

10. LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER

10.1 **Limitation of Liability.** To the maximum extent permitted by Applicable Law, and unless such loss is caused by the wilful misconduct or gross negligence of the Company:

(a) in no event will the Company (or Company's Affiliates) be liable to User or any third party for:

(i) any financial loss, lost profits, loss of anticipated benefits, lost data, costs of procurement of substitute products, loss of goodwill, business interruption loss;

(ii) any claim made against you by a third party arising out of or in connection with your use of, or inability to use, the Service;

(iii) any indirect, consequential, exemplary, incidental, special loss or punitive damages arising from or relating to the Agreement;

(iv) any change to Service referred to in Clause 11.2(b);

(v) the use of any AI Agent, or User's use of, or inability to use the Platform or the Service, any information accessed via the Platform, or any disruption or delay in the performance of the Platform, or the Service even if Company has been advised of the possibility of such damages. Access to, and use of, the Platform or Service is at User's own discretion and risk; or

(vi) the conduct or Outputs of such Third Party Resources;

(b) **User will be solely responsible for compliance and legality of any User Content, any damage to User's device or computer system, or loss of data resulting therefrom, and any liability for automated decisions, workflow integration failures, or reliance on AI-generated information**; and

(c) the total aggregate liability of the Company to a User shall be limited to the lower amount of: (i) USD1000; and (ii) the total amount of fees (if any) paid by the User to the Company in the preceding six (6) months prior to the month in which the relevant claim is first made giving rise to liability.

10.2 If you breach this Agreement, we shall have the right to take one or more of the following measures, including:

(a) requiring you to rectify the breach within a specified time period;

(b) restricting, suspending or permanently terminating your use of the Service, or terminating this Agreement, in accordance with the provisions of this Agreement;

(c) requiring you to compensate us for all losses suffered by us, including any costs and expenses incurred as a result thereof (such as notarisation fees, litigation fees, arbitration fees, attorneys' fees, travel expenses, appraisal fees, auction fees, and similar expenses); and

(d) pursuing criminal liability against the relevant persons (where applicable).

10.3 **No Warranties.** This Clause applies to the maximum extent permissible under Applicable Law and except otherwise expressly provided:

(a) All information or services provided by us to User via the Platform, or any Service, including any information on any User Account and all other content, are provided "AS IS", "AS AVAILABLE" and "WHERE IS" and without any warranties of any kind. Company and any third-party licensors of content expressly disclaim all warranties and conditions, whether express, implied or statutory, including the warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose, title, and non-infringement.

(b) **The Company and its third-party licensors make no representation, warranty, condition or covenant concerning the accuracy, quality, suitability, completeness, sequence, timeliness, legality, security or availability of our Service or any content posted on or otherwise accessible via our Service.** User specifically acknowledges that Company and its third-party licensors are not liable for the defamatory, obscene or unlawful conduct of other third parties or users of our Service and that the risk of injury from the foregoing rests entirely with User. Neither Company nor any of its third-party licensors represent, warrant or covenant that our Service will be secure, uninterrupted or error-free. Company further makes no warranty that our Service will be free of viruses, worms or trojan horses or that it will function or operate in conjunction with any other product or software.

(c) **We will use our best efforts to ensure the continuity and security of the Service, but we cannot at all times foresee or prevent legal, technical or other risks. We shall not be responsible if the Service cannot be provided normally due to: (i) any Force Majeure Events as referred to in Clause 12.10; (ii) any circumstances not solely attributable to us, including hacker attacks, viruses, abnormalities in your own hardware or software equipment, and similar events; or (iii) any regular or short-term system maintenance carried out by us following prior announcement or notice (including fault rectification, system upgrades, system capacity expansion and server migration).**

(d) Some jurisdictions do not permit the exclusion or limitation of implied warranties, so the above exclusion may not apply to certain Users. Certain Users may have other rights, which vary by jurisdiction. When the implied warranties are not allowed to be excluded in their entirety, Users agree that they will be limited to the greatest extent and shortest duration permitted by Applicable Law.

(e) Users are solely responsible for evaluating and verifying the accuracy, suitability, compliance and lawful use of any AI Agent or its Outputs for their specific purposes, including compliance with Applicable Law. User is solely responsible for any acts or omissions undertaken in reliance on any AI-generated outputs. The Company expressly disclaims any liability arising from the use, misuse, or reliance on the AI Agents or their Outputs or services.

(f) In certain circumstances, in order to facilitate your use of the Service, we may display reference code or software provided by us (if such code or software constitutes third-party open-source software, you shall comply with the applicable usage requirements of such third-party open-source software). Subject to the instructions set out on the

relevant display page, such software may permit you to download it, conduct secondary development, or perform other related operations. You understand and undertake that the Intellectual Property Rights in such code belong to us (or the relevant licensor), and that you shall clearly identify the rights holder when using such code. At the same time, we shall not be responsible for whether you are able to use, or for your use of, such code or software, or for any work product, results or consequences arising therefrom.

(g) You acknowledge and agree that, where we provide the Service for your free trial or use, including through public testing, invitation testing or similar arrangements, although we will provide support for the availability and reliability of the relevant Service, we make no commitment regarding the availability or reliability of any such Services. We shall not be responsible for any work product, results or consequences arising from your use of, or inability to use, the Service. We reserve the right to charge fees for such free Service in the future. Prior to charging any service fees, we will provide separate notice to you.

10.4 **Assumption of Risk.** To the maximum extent permitted by Applicable Law, you knowingly and voluntarily assume all risks arising from or related to your access to or use of our Service, whether such risks are known or unknown, foreseeable or unforeseeable. Such risks may include:

(a) **AI Model performance. You acknowledge and agree that Models may generate information that appears reasonable but Outputs may be non-existent, inaccurate, incomplete, misleading, biased, limited by training, non-unique, offensive, contain hallucinations (including fabricated citations or data, fictitious historical events or persons, incorrect statistical data or research findings, or information relating to products or services that do not exist) or otherwise unsuitable, and that AI Agents operate based on probabilistic Models and may behave unpredictably. This is an inherent characteristic of Models, and that we are unable to completely eliminate such risks. Where you rely on Outputs to make important decisions (including in relation to medical, legal, financial, engineering or similar matters), you shall: (i) consult appropriate professionals for independent verification; (ii) not treat any Output as your sole source of reference; and (iii) bear full responsibility for any losses resulting from inaccuracies in such Outputs.**

(b) **AI Agents performance.** You acknowledge and agree that our Service may use AI Agents that operate autonomously or semi-autonomously to interpret Inputs, make decisions and execute actions. AI Agent behaviour may be influenced by Model limitations, training data, prompt design, system configuration and third-party dependencies, and may not be predictable or reliable in all circumstances.

(c) **Regulatory and Legal Uncertainty.** You acknowledge and agree that laws, regulations, regulatory guidance and enforcement approaches relating to AI are evolving and subject to change. Such changes may adversely affect the availability, legality or functionality of any Service.

(d) **Operational Limitation.** You acknowledge and agree that any performance or execution or act or omission without human oversight involves high risks of violation of Applicable Law or third party rights. You must evaluate these risks and implement appropriate technical and operation safeguards (such as validation and testing) in using any Service.

(e) **Violations by Other Users.** You irrevocably release, acquit and discharge us and our Affiliates, officers and successors from and against any and all past or future causes of action, suits or controversies arising out of another User's violation of the Agreement.

11. TERM, SUSPENSION AND TERMINATION

11.1 This Agreement shall become effective upon the earliest of: (a) the date of its valid execution; (b) the date on which you provide online click-to-confirm acceptance of this Agreement; and (c) the date on which you first access or use the Service. Unless terminated earlier in accordance with this Agreement, **this Agreement shall remain in full force and effect until the expiration of the relevant service term of all Service subscribed to by you under this Agreement or the exhaustion of such Service, whichever occurs first.**

11.2 **Service suspension and termination**.

(a) We may suspend or terminate your use of Service (in whole or in part) immediately without prior notice, if we reasonably consider that:

(i) you have contravened any applicable Model Terms or there is a situation referred to in Clause 3.6(g) or 3.7;

(ii) you fail to provide the requested information in accordance with Clause 3.10;

(iii) User Account is being used for any illegal activity;

(iv) you have engaged in fraudulent activity;

(v) you have engaged in transactions in violation of the Agreement;

(vi) there is money laundering and sanctions or export control related risks in relation to any User activity;

(vii) we receive any direction or request from any Governmental Authority that we should modify, suspend or terminate any of our Service;

(viii) we reasonably consider that any material information provided by you is wrong, inaccurate, outdated or incomplete;

(ix) where there is a situation referred to in Clause 5.2; or

(x) if your User Account is deregistered or is deregistered by us, or if there are other acts which, upon our reasonable assessment, constitute a material breach of the purpose of this Agreement.

(b) Without prejudice to the foregoing, given that AI and AI Agent technologies continue to develop, the Service may be adjusted, interrupted, restricted, suspended or terminated with respect to their functions, Models, interfaces, task capabilities, execution logic, presentation methods, pricing rules, trial policies or service boundaries due to technology iterations, version upgrades, regulatory requirements, compliance needs, business strategy adjustments, changes to Third Party Resources or the handling of security risks.

(c) Without prejudice to the foregoing**, you acknowledge and agree that we have the right, from time to time, to modify, suspend or discontinue any part of the Service provided through the Platform (including the addition or reduction of product types, adjustments to service content, version upgrades, etc.) or the Services as a whole, or to modify, suspend or discontinue certain features or functions of the Services, or to modify, suspend or discontinue the manner of use of the Service and related service content from time to time. Such modifications, suspensions or discontinuations will, as appropriate, be notified to you according to Clause 12.11, so that such notice may be brought to your attention. You are responsible for promptly reviewing and fully understanding the relevant adjustments. If you do not agree to any modified content, you should cease purchasing or using the relevant Service. If you continue to use the Service, you shall be deemed to have agreed to comply with the then-current published content and the latest version of the applicable service agreement (if any) and all terms thereof.**

11.3 **User Account suspension and deregistration.**

(a) We may also restrict or suspend your use of your User Account (and funds withdrawal functions may be restricted) under the following circumstances:

(i) if it is necessary for the operation and transaction security of the Platform or the Service;

(ii) where you have violated this Agreement or any relevant agreement applicable to the Service you use;

(iii) where you have violated Applicable Law;

(iv) where a complaint has been made against you by another party, the other party has provided relevant evidence, and you have failed to provide appropriate contrary evidence in a timely manner as required;

(v) where we reasonably determine that there are abnormalities in the operation of your User Account or other related activities;

(vi) if we are requested to do so by Governmental Authority;

(vii) where there is a dispute regarding ownership of the right to use the User Account;

(viii) where we reasonably consider that your User Account is involved in other circumstances of the same nature as the foregoing acts or giving rise to similar risks as described above; or

(ix) any other circumstances provided for under this Agreement.

(b) We may terminate or deregister your User Account under the following circumstances:

(i) We process the User Account deregistration request submitted by you;

(ii) Where any of the circumstances set out in Clause 11.3 above occurs and such circumstance is serious, or where required by a Governmental Authority, we may deregister your User Account. If required under Applicable Law, we will notify you by email, SMS message, telephone call or other appropriate means; or

(iii) Where you have not logged into your User Account for twelve (12) consecutive months (including any period during which the User Account is frozen), and there is no Service under the User Account that remains unexpired.

(c) If you refuse to provide truthful identity documentation and related information, or fail to pass our review, we shall have the right to freeze your User Account for an extended period and restrict some or all functions of such account(s) for an extended period, until the relevant circumstances have been reasonably rectified, or to deregister your User Account in accordance with Clause 11.3(b).

(d) If you hold multiple User Accounts, and one or more of such User Accounts are frozen or deregistered due to your illegal or breach of contract conduct, we shall have the right, based on the specific circumstances and the degree of the relevant risks, to make a reasonable determination and freeze or deregister some or all of your other User Accounts.

11.4 **Consequences of termination.**

(a) Upon termination or deregistration of your User Account for any reason, you remain obligated to pay all outstanding fees, if any, incurred prior to termination relating to your use of our Service, and any unused Credits shall remain non refundable.

(b) Once your User Account has been deregistered, you will:

(i) **no longer be able to log in to the Platform;**

(ii) **no longer be able to perform any other operations that depend on User Account permissions; and**

(iii) **no longer be able to retrieve the personal data, transaction records, business data, historical information, or any other data uploaded to and stored on the Platform under such User Account, and any losses arising therefrom shall be borne by you.**

(c) **Notwithstanding Clause 11.4(b), the deregistration of your User Account shall not mean that any of your User Account activities or related liabilities incurred prior to such deregistration are exempted or reduced; and shall not affect our performance of our obligations to verify the true identity of the User prior to the deregistration of such User Account, where required by Applicable Law.**

(d) Upon expiration of the Service term, or upon early termination of the Service (including early termination by mutual agreement of the parties, or early termination arising from other reasons, such as your failure to pay fees), unless otherwise expressly required by Applicable Law, requested by Governmental Authority, or agreed by the Parties, we will continue to store your Service data (if any) only during a grace period (the duration of which shall be determined in accordance with the applicable product agreement, service description or other relevant documents for the Service you have subscribed to). Upon expiration of the grace period, we will delete all Service data, including all cached or backup copies, and will no longer retain any of your Service data. Once deleted, Service data cannot be recovered. You shall bear the consequences and liabilities arising from such deletion of Service data, and you understand and agree that we are under no obligation to continue to retain, export or return any Service data.

11.5 All provisions of the Agreement which by their nature should survive, shall survive termination of Service, including ownership provisions, warranty disclaimers, and limitation of liability.

12. GENERAL TERMS

12.1 **Confidentiality**. Each Party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other Party (as the "**Receiving Party**") in connection with this Agreement. The Receiving Party will use the same degree of care as to the Disclosing Party's Confidential Information that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and will: (a) use the Confidential Information of the Disclosing Party only in connection with the Service, and (b) except as otherwise authorised by the Disclosing Party in writing, limit access to the Confidential Information of the Disclosing Party to those of its employees, consultants, contractors, service providers, professional advisors and other individuals who need such access for purposes related to the Service and who are subject to confidentiality obligations with the Receiving Party no less stringent than those in these Terms. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so. The Receiving Party will give the Disclosing Party prior notice of such compelled disclosure (to the maximum extent legally permitted) and take reasonable steps to limit such disclosure. We may also disclose your Confidential Information to comply with any Governmental Authority's request, as part of a legal proceeding involving us, or at your request. If disclosure is made at your request, you may be responsible for the costs of compiling and providing access to your Confidential Information.

12.2 **Changes to the Agreement.** Company may update or change any provision in the Agreement from time to time in order to reflect changes in any offered services, changes in Applicable Law, or for other reasons as deemed necessary by Company. The effective date of such change will be notified to you. User's continued use of our Service after any such change is communicated shall constitute User's consent to such change(s).

12.3 **Waiver**. The waiver by Company of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any subsequent breach of such provision or the waiver of the provision itself.

12.4 **Governing Law & Jurisdiction.** The Agreement is governed by the laws of Singapore. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator(s). The language of the arbitration shall be English.

12.5 **No Class Action or Representative Proceedings.** Each Party agrees that any claim, dispute or proceeding arising out of or in connection with this Agreement shall be brought solely in that Party's individual capacity and not through any class, collective, representative or similar proceeding.

12.6 **Third Party Beneficiaries**. This Agreement and the rights and obligations hereunder shall bind and inure to the benefit of the parties and their successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties and their successors and permitted assigns, any of the rights hereunder.

12.7 **Entire Agreement.** This Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements. Each party acknowledges and agrees that the other has not made any representations, warranties, or agreements of any kind, except as expressly set forth herein.

12.8 **Severability.** If any provision of this Agreement (or any portion thereof) is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be binding upon the parties and shall be enforceable, as though said invalid or unenforceable provision (or portion thereof) were not contained in this Agreement.

12.9 **Assignment.** User may not assign or transfer any rights hereunder without the prior written consent of Company. Except as provided in this Clause, any attempts that User makes to assign any of User's rights or delegate any of User's duties hereunder without the prior written consent of Company shall be null and void. Company may assign this Agreement or any rights hereunder without consent.

12.10 **Force Majeure**. The Company shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control.

12.11 **Notice. You acknowledge and agree that we may provide notices to you by one or more of the following means: website announcements, SMS messages, telephone calls, system messages, instant messaging communications, and emails sent to the email address registered by you or used by you to activate the Service on the account management platform. You further acknowledge and agree that we are entitled to rely on the contact information provided by you as being complete, accurate and currently valid. Any such notice shall be deemed duly delivered upon successful transmission.**

Service Level Addendum

1 Definitions

1.1 **"Service Period":** One service period shall be one calendar month.

1.2 **"Valid Request":** A request received by the Company's MaaS server side shall be regarded as a valid request, but shall not include the following types of requests:
(1) any requests that fail identity authentication and authorisation verification, requests due to payment arrears, requests with erroneous parameters, and other requests with status code 4XX; and
(2) any requests initiated as a result of the User's application program being subject to hacker attacks.

1.3 **"Failed Request":** A request with status code 5XX and any requests where a User's normal request cannot be serviced due to a failure of the Company's Service shall be regarded as failed requests, but shall not include the following types of requests:
(1) erroneous requests or service unavailability caused by the Platform's reasonable upgrades, changes, or downtime;
(2) requests that are restricted due to the User's application program being subject to hacker attacks.

1.4 **"Error Rate Per 5 Minutes":** Calculated separately for each Model type in units of every 5 minutes in accordance with the following method:

Error Rate Per 5 Minutes = (Number of Failed Requests Per 5 Minutes / Total Number of Valid Requests Per 5 Minutes) × 100%

provided that, if during any 5-minute period, the total number of Valid Requests is less than 5, the error rate for such period shall be deemed to be 0.

2 Service Availability

2.1 Service Availability Calculation Method

Service availability shall be calculated on a per-Service Period basis. Service availability shall be calculated by dividing the sum of the Error Rates Per 5 Minutes period during the Service Period by the total number of 5-minute periods during the Service Period, so as to calculate the average Error Rate Per 5 Minutes, as below:

"Service Availability" = (1 − (Σ Error Rate Per 5 Minutes during the Service Period ÷ Total number of 5-Minute Periods during the Service Period)) × 100%

(Note: Total number of 5-Minute Periods during the Service Period = 12 × 24 × Number of Days in the Service Period)

2.2 Service Availability Commitment: The availability of the Service shall be no less than **99.9%**.

3 Compensation Arrangements

3.1 Compensation Standards

We will calculate the monthly Service Availability for the Service under a particular User Account and calculate the compensation amount in accordance with the standards set out in the table below. Compensation shall only be provided in the form of vouchers that may be used to pay for the Service, and the total compensation amount shall not exceed 50% of the total monthly service fees paid for the relevant Service in the month in which the Service Availability commitment was not achieved (excluding fees offset by vouchers).

You understand and acknowledge such vouchers may only be used to purchase designated Service within the validity period shown on the voucher, and expired vouchers will not be reissued or redeemed for cash. Specific usage rules shall be subject to the terms stated on the relevant voucher.

Service Availability	Compensation Voucher Amount
Lower than 99.90% but equal to or higher than 99.00%	10% of the monthly service fees for the Service
Lower than 99.00% but equal to or higher than 95.00%	25% of the monthly service fees for the Service
Lower than 95.00%	50% of the monthly service fees for the Service

3.2 Time Limit for Compensation Claims

Where applicable, you may submit a compensation claim for the Service that failed to meet the Service Availability commitment for the previous month after the fifth (5th) Business Day of each calendar month.

The compensation claim must be submitted no later than two (2) months after the end of the month in which the Service failed to meet the Service Availability commitment. After the end of this period, the Company shall have no obligations to process any compensation claims and you waive any right in seeking any compensation provided under the arrangements in this Addendum.

3.3 Special Explanations

Given the nature of computers and the Internet, the following circumstances shall not constitute a breach of this Service Level Addendum by the Company, and the Company shall not be liable to the User for any compensation:

(1) the Company needs to interrupt any Service for a reasonable period when carrying out server configuration or maintenance;

(2) any reduction in the access speed of your website/application services caused by congestion in Internet routes;

(3) failure of telecommunications equipment resulting in the inability to carry out normal data transmission;

(4) system failures of the Company causing the inability to operate normally due to a Force Majeure Event;

(5) inability of the Company’s system to operate normally due to hackers, viruses, Trojan horses, malicious program attacks, network congestion, system instability, system or equipment failures, communication failures, power failures, banking-related causes, defects in third-party services, governmental acts, or other similar reasons;

(6) improper operation by the User itself or instructions made through non-official platforms, including but not limited to: (a) loss or leakage of data, account credentials, passwords, or other information caused by improper maintenance or improper confidentiality measures by the User; (b) acts or omissions caused by the User's negligence or by operations authorised by the User; and (c) failure by the User to follow the Company’s product usage documentation or usage recommendations;

(7) Where the Company provides the relevant Service for free trial or use, including public testing, invitation testing, or similar activities (in such circumstances, the Company will only provide support regarding the availability and reliability of the relevant Service); and

(8) Where Service Availability fails to meet the committed requirements due to any circumstances set out in Clause 3.12(a) and (b) of the Agreement.