

User Service Agreement of Zhiyi

Thank you for using our products and services!

Special Notes:

Please read these *Terms of Service* (hereinafter referred to as the "Agreement") carefully so that we can better serve you. Before you start using EsonTech (Shenzhen)'s websites, clients, applications, and related services, you are requested to read and understand the Agreement, especially the provisions related to waiver or limitation of liability, license of rights, use of information, consent to activate and use special single services, applicable law, and dispute resolution. Among them, important contents such as provisions on waiver or limitation of liability will be highlighted in bold to draw your attention and you shall focus on reading them.

By using EsonTech (Shenzhen)'s websites, clients, applications, and related services, you are deemed to have fully understood the Agreement and committed to accepting the binding of the Agreement as a party hereof. If you do not agree to the Agreement, you will not be able to register, log in, or use EsonTech (Shenzhen)'s websites, clients, and applications, or use EsonTech (Shenzhen)'s services in any way, or obtain any services provided by EsonTech (Shenzhen) (collectively referred to as "Use" herein).

If you have any questions, opinions, or suggestions regarding the content hereof, you can contact us by logging in to EsonTech (Shenzhen)'s Official Website or sending an email to service@esontech.net.

I. General

1.1 The Agreement is signed between Eson Information Technology (Shenzhen) Co., Ltd. (hereinafter referred to as "EsonTech (Shenzhen)") and you (the "User") in Chengdu Hi-tech Zone regarding your use of EsonTech (Shenzhen)'s Products and Services. The Parties guarantee that legal business qualifications or approvals from relevant authorities have been obtained for their business activities and are authorized to operate their respective products and services per the law. The Parties further guarantee that they will continuously possess relevant qualifications or hold approvals during the validity period of the Agreement and shall comply with the requirements of national and provincial/municipal laws and regulations, administrative regulations, and local normative documents issued at any time in places of business.

1.2 "User" refers to all users who directly or indirectly access and use the product and related services, referred to as "User" or "You" herein.

1.3 EsonTech (Shenzhen)'s Products and Services ("Products and Services") refer to the products, services, and related technical and network support services displayed on the website operated by EsonTech (Shenzhen) with the name "Zhiyi" and the domain name hizhiyi.com, as well as the clients and applications provided occasionally (hereinafter referred to as the "Official Website" individually or collectively), which also include customized or offline delivered solutions that integrate various products and services provided by EsonTech (Shenzhen) to you. **EsonTech (Shenzhen) is entitled to unilaterally change the website name, service name, domain name, and service interfaces, including but not limited to renaming and adding new ones.**

1.4 The content, features, pricing, operation guidelines, and technical documentation of the Products and Services ("Service Rules") shall be subject to the Special Terms for Products and Services, relevant pages on the Official Website, and/or documents and materials provided separately by EsonTech (Shenzhen).

1.5 EsonTech (Shenzhen) is a neutral technical service provider, providing various technical Products and Services to you. Any products, services, and related content supported by your websites, clients, applications, mini programs, and other terminal applications ("User Products") shall be operated and fully responsible for by you.

1.6 "Services" refer to the products, services, and integrated solutions displayed and provided on our platform, as well as other products/services/solutions that may be launched from time to time by

EsonTech (Shenzhen) within the scope of services, excluding any services provided to you by third parties through the product ("Third-party Services"). The information on services we have launched is available on the product page and the specific service content is subject to the services you have ordered and activated.

1.7 "Force Majeure" refers to objective situations that are unforeseeable, unavoidable, and insurmountable, including but not limited to natural disasters (including earthquakes, storms, or other natural disasters), terrorist acts, war or war-like behaviors, civil unrest or riots, electrical, network or communication interruptions, blockades, embargoes, fires, floods, explosions, infectious diseases or malicious damage, factory or device failures, or any changes in laws, government orders, rules, regulations, directives, or industry standards. The Parties will make reasonable efforts to mitigate the impact of force majeure events and will not be held responsible for each other.

1.8 **We are a neutral technical service provider and provide various services to you per the Agreement and other agreements with you. You understand and acknowledge that any products, services, and related content such as your websites, applications, software, and platforms are operated and fully responsible for by you.**

1.9 **The content hereof includes relevant agreements, rules, statements, notifications, warnings, prompts, and explanations (including but not limited to the *Privacy Policy*, collectively referred to as "Rules") regarding the product and its services that have been issued by EsonTech (Shenzhen) and may be issued from time to time in the future, as well as our irregular revisions and changes to such content. Once such agreements and Rules are issued, they shall constitute an integral part of the Agreement and we will remind you to read them promptly in an appropriate manner (such as website announcements and system notifications). If you continue to use the product and/or service after the issuance of the aforementioned relevant agreements, Rules, and related revisions and changes, it shall be deemed that you have fully read, understood, and accepted the relevant agreements, Rules, and their revisions and changes.**

II. About Account

2.1 Account registration and activation

2.1.1 To use the product and related services, you need to register a service account ("Account") following the requirements. The product offers the User a registration channel and the User has the right to choose a legal character combination as its account and set a password that meets security requirements. The account and password set by the User are the credentials for the User to log in and use the product and related services as a registered user.

2.1.2 **You understand and commit that the account you set must not violate national laws and regulations and the relevant rules of EsonTech (Shenzhen), your account name, avatar, profile, and other user information must not contain illegal or inappropriate content, you may not register an account in others' name (including but not limited to using someone else's name, business name, trademark, avatar, or commercial logo in a way that confuses) without the permission of others, you may not maliciously register accounts on the platform (including but not limited to frequent or bulk registration of accounts). Otherwise, your registration will not be approved. You must comply with relevant laws and regulations during account registration and use and may not perform any acts that infringe on national interests, harm the legitimate rights and interests of other citizens, or are harmful in terms of social morality. EsonTech (Shenzhen) is entitled to review the registration information you submit, and if it is found that you have used false information in account registration or if there is illegal, inappropriate, or other applicable content in your account registration information, EsonTech (Shenzhen) is entitled to take measures such as suspending use, freezing the account, canceling the account, or withdrawing the account without notice as the case may be. You shall bear all consequences and losses arising from the inability to use the account (including but not limited to unsuccessful registration, suspension, freezing, cancellation, or withdrawal of the account), restrictions on account services or features, or any other issues arising during your use.**

2.1.3 **You commit to registering an account under the Agreement using your real identity and you shall fill in and submit true, legitimate, and valid information (collectively referred to as "Information") per our registration process. According to national laws and regulations, you need to provide real identity information to use the product and its services. Please complete the real-name verification per relevant laws and regulations and be sure to update the above-mentioned relevant information promptly. Real-name verification is the basis for determining account ownership and responsibility. If the materials or information you submit is inaccurate, untrue, non-standard, or illegal, or if we have reason to suspect that it is incorrect, false, or illegal, we are entitled to refuse the relevant account registration, refuse to provide you with related services, or restrict the features of your related services during use, and your account may be frozen, canceled, or withdrawn, and the losses arising from this shall be borne by you.**

2.1.4 EsonTech (Shenzhen) may require you to provide additional identity information and documents for further identity or qualification verifications to secure your account and transactions and you will only be eligible to use relevant products or services after your account has passed these verifications. You hereby authorize EsonTech (Shenzhen) to verify your true identity and qualifications through third-party verification agencies and obtain relevant information about your use of the product and its services. User identity information verification channels include but are not limited to databases or systems operated by management authorities such as public security, social security, industry and commerce, and civil affairs authorities, as well as commercial banks, credit agencies, mobile operators, and other units that can effectively verify the basic identity information of the User. The actual channels will be determined based on the service providers cooperated with by EsonTech (Shenzhen) and the information provided by you.

2.2 Account Use and Security

2.2.1 Your account is the sole identifier for all activities you perform on the product. You are accountable for maintaining the security and confidentiality of your account and password and you bear full legal responsibility for any activities conducted in the name of your registered account, including but not limited to any data modifications, postings, or payments made through the product. You shall place a high priority on keeping your account and password secure and shall not disclose them to others under any circumstances. EsonTech (Shenzhen) will not proactively request your account information at any time (except when you proactively request EsonTech (Shenzhen) to troubleshoot or resolve issues using your account). If you discover unauthorized use of your account or any other security breaches, you shall immediately notify EsonTech (Shenzhen), and we will assist you in freezing your account, changing your password, or making other security settings. You understand and accept that it may take reasonable time for us to respond to your request and we will not be held accountable for any consequences that have already occurred or are caused by you (including but not limited to any losses you may incur).

2.2.2 **Your registered account on our platform is limited to your personal use. Without the written consent of EsonTech (Shenzhen), you are prohibited from gifting, borrowing, renting, transferring, selling, or otherwise licensing the use of your account to others. If we discover or have reasonable grounds to believe that the User is not the initial registrant of the account, we have the right to immediately suspend or terminate services to that registered account or cancel the account to safeguard the account.**

2.2.3 If you lose or forget your password, you can follow the password recovery methods provided by EsonTech (Shenzhen) to retrieve it. If the recovery fails, you can contact us via email (service@esontech.net) for assistance in retrieving your account or password. You understand and acknowledge that EsonTech (Shenzhen)'s password recovery only requires verification of the consistency between the information filled out on the application form and the system records, and it is unable to verify whether the complainant is the real account holder. EsonTech (Shenzhen) specifically reminds you to properly safeguard your account and password. After use, you shall securely exit the account. **Any losses or password theft caused by malicious attacks from others, inadequate or improper security measures taken by you (including but not limited to disclosing your account and password and all registration information to third parties, sharing the same account with many people, installing illegal or**

unknown applications, or providing devices that have already logged in to your account to others), or other force majeure events, shall be borne by you alone, and EsonTech (Shenzhen) shall not be held accountable.

2.3 Account freezing

2.3.1 Your account (either all or some of its permissions or features) may be frozen under the following circumstances (such as when the account's funds transfer feature is restricted), and we may notify you through email, internal messages, SMS, phone call, or any combination of these methods as the case may be for the safe operation of the product or service and trading security:

- (1) If you disrupt or attempt to disrupt the fair trading environment or normal trading order of EsonTech (Shenzhen) and its affiliated companies, or use any content containing the name or brand of EsonTech (Shenzhen) and its affiliated companies that may mislead others, or use any Chinese or English (full name or abbreviation), numbers, and domain names to indicate or imply a certain affiliation with EsonTech (Shenzhen) and its affiliated companies;
- (2) If you violate the Agreement, the Rules, and other relevant agreements;
- (3) If you violate the provisions of national laws, regulations, policies, and legal documents;
- (4) If you receive complaints from others and the complainant has provided relevant evidence, but you have not provided contrary evidence as requested by us;
- (5) If we reasonably analyze and judge that there are exceptions in your account operations, earnings, and exchanges;
- (6) If the freezing is required by national authorities (including but not limited to courts, procuratorial authorities, and public security authorities);
- (7) If there is a dispute over the ownership of the account;
- (8) If we reasonably judge that you have engaged in other behaviors that are the same as or pose similar risks to the above-mentioned behaviors.

2.4 Account deactivation

2.4.1 When you need to terminate the use of the account service, you may apply to deactivate your account if you meet the following conditions:

- (1) You can only apply to deactivate your account and follow our process for deactivation;
- (2) You shall still be responsible for your behaviors before deactivating the account and during the use of the service;
- (3) Once the account is deactivated successfully, account records and features will not be recoverable or provided.

2.4.2 If you need to deactivate your account, you can contact us via email (service@esontech.net) to proceed with the deactivation.

2.4.3 We reserve the right to deactivate your account and delete any stored data and files if you violate applicable laws and regulations or the Agreement and we shall not be liable for any losses resulting from the deletion of any data or information generated through your use of the service, and you shall bear the responsibility for such losses.

2.4.4 We have the right to decide on our own to activate your account if you have not logged in to the product through your account for consecutive [12] months and there are no outstanding services under the account.

2.5 Account appeal

In the event of the aforementioned account freezing or the deactivation of an account not initiated by the User, you may appeal to us following the procedures below:

2.5.1 If you apply to us via email (service@esontech.net) to lift the aforementioned freezing or deactivation, you shall cooperate and provide truthful identity and relevant information, as well as any other information or documents we request for our verification to secure your account. **You shall fully understand that your appeal may not necessarily be approved and we reserve the right to decide whether to accept your appeal request.**

2.5.2 **You understand and agree that if you refuse to provide truthful identity and relevant information (including supplementary information) or fail to pass our review, we reserve the right to permanently freeze the account and restrict partial or all features of the account for a long period of time.**

III. Guidelines for Service Use

3.1 Use of the product and related services

3.1.1 You are entitled to enjoy the product and its services. You can choose and purchase the required services based on your own needs. Upon our requirements, the Parties may also enter into a separate written agreement based on actual cooperation needs. You understand and agree that certain services may require you to simultaneously accept service orders or separate service rules specifically formulated by us for those services (including but not limited to service terms, service level agreements, technical specifications, operation documents, and billing rules, for specific products and services). We may provide the aforementioned service rules in electronic or paper format for your reference. You should review and fully understand each provision and decide whether to accept separate service rules and activate the related services based on your conditions. **Once you start using this service, you are deemed to have accepted the constraints of the service rules related to that specific service, including but not limited to payment, and service management. You should ensure that accurate and correct information is provided during service subscription for billing statistics. Any additional billing, higher billing standards, subscription quantities and service periods exceeding actual needs, or other amounts payable (service fees and deposits/bonds) and/or taxes resulting from your provision of incorrect information shall be borne by you.**

3.1.2 You can enjoy the services and after-sales support provided by the product according to existing technology and standard conditions within the subscription period. In terms of the product, we shall make commercially reasonable efforts to provide you with consistent and secure services per the terms of the Agreement and service standards. Specific service standards are detailed in the product service level agreement and other product service rules issued for the product.

3.1.3 **For the services you have purchased and activated, we hereby grant you a non-exclusive, non-transferable, or sublicensable, time-limited, and revocable license to use the services.** You understand that we authorize you to use the product, the service, and all other content provided along with the service, but such authorization does not constitute a sale of the aforementioned to you. You understand that we reserve all rights not explicitly granted to you. **We reserve the right to immediately terminate the aforementioned license and you shall bear all responsibilities if you use, transfer, sublicense, or lease any resources, technical support, and services provided by EsonTech (Shenzhen) beyond the scope of authorization (including transfers, sublicenses, or leases to your affiliates).**

3.1.4 **We may provide free internal testing or public beta services or service features from time to time and offer them to unspecified customers or invited customers per internal rules. You understand that the beta services will be provided "as is" and "as available" and the warranty provisions stipulated in the Agreement, user service terms for other services, and service level agreements do not apply to such services. We may only provide limited or no user technical support for beta services within the scope permitted by law and we may also change or stop providing beta**

services at any time without separate notice. Additionally, you understand that we are not obligated to ultimately issue or sell any beta products or services or combine them with existing products to provide you with integrated solutions.

3.1.5 If you use the product and its services for any commercial or non-commercial activities such as website operation and application/software/service operation, you shall promptly complete all procedures required by applicable laws and regulations and obtain legal business qualifications when using any services provided by us. **We have the right to request you to provide written proof of the relevant operation qualifications of such services for review at any time per the services you have activated and subscribed to. For example, if you provide commercial Internet information services, you shall provide a value-added telecommunications business license with a license scope including Internet information services; if you provide non-commercial Internet information services, you shall provide a non-commercial Internet information service registration certificate, and ensure that all submitted registration information is true and valid, and you shall timely submit updated information in the registration system when the registration information changes. You understand and acknowledge that if you fail to provide the required qualifications for specific products or services as required by us, we have the right to refuse the relevant account registration, refuse to provide you with the related services, or restrict, freeze, deactivate, or withdraw the relevant account during the use of the related services, and the consequences arising from this shall be borne by you.**

3.1.6 To improve the services and ensure security and stability, we will irregularly inspect, maintain, upgrade, and optimize the product and related devices, systems, and software. You understand and agree that if the service is interrupted or suspended within a reasonable time due to the aforementioned routine maintenance, we shall not be liable to you for this. We will notify you of the planned routine maintenance matters at least [24] hours in advance (including but not limited to system prompts, announcements, and internal messages). If unconventional maintenance is caused by reasons such as force majeure or the fault of the basic operators, we will notify you promptly after the occurrence of such events. For the foregoing purposes, we may make service environment adjustments including but not limited to data center migration and device replacement. You understand and agree that the aforementioned circumstances may cause the service to be interrupted or suspended within a reasonable time, and we shall not be liable to you for this. However, we shall notify you at least [30] days in advance, and you shall cooperate with us. The consequences arising shall be borne by you if you do not cooperate with us for adjustments or if we are unable to contact you based on the notification information you provided.

3.1.7 To better enhance user experience and services or ensure security and stability, or based on legal and regulatory requirements, we will irregularly update or change the services (including but not limited to modification, upgrading, migration, feature enhancement, and development of new services), or change, suspend, or cancel some services or some specifications, characteristics, features, and APIs based on actual needs. To ensure the security of the product and related services and enhance user services, after updating the product and related services or some service content, if possible, we will notify the User via means including but not limited to system prompts, announcements, and internal messages. The User shall support and cooperate to update, change, and upgrade the services. The User has the right to choose to accept the updated, changed, or upgraded services. If the User does not accept, some features will be restricted or cannot be used continuously. Notwithstanding the foregoing, you understand and agree that we have the right to adjust or terminate some or all services (including but not limited to service decommissioning, iteration, and integration) at any time based on our operation arrangements. We shall notify you of such updates or changes at least [15] days in advance so that you can make relevant data transfer backups and business adjustments to protect your legitimate rights and interests.

3.1.8 If you use third-party services while using our products or services, in addition to complying with the Agreement and other relevant rules in the product, you shall also comply with the user agreements, privacy policies, and relevant business rules of the third parties. Any disputes, losses, or damages arising from third-party services shall be resolved between you and the third parties.

3.1.9 You shall ensure that the data processed through the services provided by the product is your business and customer data, and you fully own such business and customer data. You guarantee that you have the right to use the product and its services to store, upload, analyze, distribute, and perform any other processing on such data and that the aforementioned processing activities comply with the requirements of relevant laws and regulations, there are no violations of laws and regulations, infringements, or contractual agreements with third parties, and you will not use the data for any illegal or irregular purposes. You understand and agree that you should back up your data according to your needs and we only provide data backup services per relevant laws and regulations or service rules. However, we are not obligated to fully back up your data or information and we do not assume any responsibility for your data backup or results.

3.1.10 You understand that you need to prepare the terminal devices related to the services by yourself when using the product and related services, such as computers, mobile phones, storage devices, and network devices. It will be regarded as your use of the product and related services once you access and log in to the product on your terminal devices. To fully realize all the features of the product, you may need to connect your terminal devices to the Internet. You understand that you shall bear the required costs (such as data charges and Internet access fees) on your own. If you are not sure about these costs, you should consult your service provider before using such services.

3.1.11 If you discover any content in the product that infringes your rights, please immediately notify us through email (service@esontech.net) and provide the preliminary evidence of your relevant rights. We will handle your complaint promptly according to the applicable laws and regulations. If the content you posted on our product platform is complained by the relevant right holder for infringement, you can also submit the contrary evidence of rights to us through (service@esontech.net) for appeal. We will also handle your appeal promptly according to the applicable laws and regulations.

3.2 Standards for User Conduct

3.2.1 You shall be responsible for your use of the product and related services. Unless permitted by law or with our prior written consent, you shall not have the following conduct when using the product and related services:

(1) Interfering, disrupting, modifying, or exerting other influences on the normal operation of the product and related services using any plugins, systems, or third-party tools that are not authorized or permitted by EsonTech (Shenzhen), including but not limited to consuming a large amount of product system or network bandwidth resources, causing serious load on the product system or the network, servers, products, or applications of other users using the product and related services, and affecting the smooth flow of the system;

(2) Conducting any behaviors that harm computer network security by utilizing or targeting the product and related services, including but not limited to:

a. Illegally intruding into others' networks, disrupting normal features of others' networks, stealing network data, and engaging in other activities that harm network security;

b. Providing programs or tools specifically designed for intruding into networks, disrupting normal network features and protective measures, stealing network data, and engaging in other activities that harm network security;

c. Providing technical support, advertising promotion, payment settlement, and other assistance to others if you know that others engage in activities that harm network security;

d. Using unauthorized data or accessing unauthorized servers/accounts;

e. Entering public computer networks or other computer systems without permission and deleting, modifying, or adding stored information;

f. Attempting to probe, scan, or test the vulnerabilities of the product system or network or engaging in other behaviors that disrupt network security without permission;

g. Attempting to interfere with or disrupt the normal operation of the product system or website, intentionally spreading malicious programs or viruses, and engaging in other behaviors that disrupt or interfere with normal network information services;

h. Sending and storing computer codes, files, scripts, and programs that contain viruses, worms, Trojan horses, and other harmful content; and

i. Forging TCP/IP packet names or partial names;

(3) Copying, imitating, modifying, translating, adapting, lending, selling, sublicensing, disseminating, or transferring related services on information networks, or performing reverse engineering, reverse assembly, compilation, or other attempts to discover source codes on the product and related services;

(4) Maliciously registering accounts, including but not limited to frequent or bulk registration of accounts;

(5) Accessing services for the following purposes:

a. To establish competitive products or services;

b. To replicate any characteristic, features, or graphics of services;

c. To perform or disclose any benchmark testing, security testing, or performance testing of services;

(6) Violating laws and regulations, the Agreement, and relevant rules of EsonTech (Shenzhen) and infringing upon the legitimate rights and interests of others;

(7) Engaging in other behaviors that we deem harmful or inappropriate.

3.2.2 You shall correctly configure and use the services and take certain security measures to protect and back up your content. You declare and guarantee the security, stability, and effectiveness of the algorithms, models, data, products, and services you access through the product and related services, these do not contain any other software programs, viruses, worms, Trojan horses, and other harmful computer codes, files, scripts, and programs, they do not contain any malicious software characteristics published by the Internet Society of China, and they will not damage the relevant systems of EsonTech (Shenzhen) and/or its affiliates, or damage the data of EsonTech (Shenzhen) and/or its affiliates or other third parties. You shall be responsible for and bear the consequences arising from any security vulnerabilities caused by your content, including but not limited to viruses, Trojan horses, worms, or other harmful programs, or security vulnerabilities caused by your failure to use the services per the Agreement.

3.2.3 When using this service to develop, produce, utilize, upload, comment, publish, disseminate, store, or share content (including but not limited to unpublished and unshared content uploaded to our platform), you shall consciously abide by the "seven bottom lines" requirements of laws and regulations, socialist systems, national interests, legitimate rights and interests of citizens, social and public order, moral standards, and information authenticity. Otherwise, we will immediately take appropriate measures. The User shall not utilize the product and related services to store, publish, or disseminate the information that:

(1) violates the basic principles established by the Constitution;

(2) endangers national security, divulges national secrets, subverts state power, and undermines national unity;

(3) damages national honors and interests;

(4) distorts, vilifies, desecrates, or denies the deeds and spirit of the heroes or martyrs, or infringes upon the names, portraits, reputation, or honors of the heroes or martyrs by insulting, slandering, or other means;

(5) promotes terrorism or extremism, or incites to carry out terrorist activities or extremist activities;

(6) incites ethnic hatred and ethnic discrimination and undermines ethnic unity;

(7) incites regional discrimination and regional hatred;

- (8) breaks religious policies of the State or blazons forth evil cults or superstition;**
- (9) fabricates and spreads rumors and false information, disturbs economic and social order, and undermines social stability;**
- (10) spreads and disseminates obscenity, pornography, gambling, violence, murder, terror or abet someone to commit crime;**
- (11) endangers network security and utilizes networks to engage in activities harmful to national security, honors, and interests;**
- (12) insults or slanders others, or infringes upon others' reputations, privacy, and other legitimate rights and interests;**
- (13) engages in violent intimidation or threats against others and conducting cyber hunting;**
- (14) spreads vulgar language and damages social order and good customs;**
- (15) infringes upon others' rights of privacy, reputation, portraiture, intellectual property, and other legitimate rights and interests;**
- (16) is deemed as excessive marketing information and spam;**
- (17) infringes upon the legitimate rights and interests of minors or harms their physical and mental health; and**
- (18) violates laws and regulations, public policies, social security, social order, and good customs, interferes with our normal operations or infringes upon the legitimate rights and interests of other users or third parties.**

3.2.4 You understand and agree that the content you create, publish, or disseminate through this service must comply with the *Administrative Regulations on Online Audio and Video Information Services* and relevant applicable laws and regulations and you are not allowed to use new technologies and applications based on deep learning, and virtual reality to create, publish, or disseminate false news information through this service. You should prominently identify non-authentic audio and video information when publishing or disseminating such information created using new technologies and applications based on deep learning and virtual reality. You shall bear any and all legal liabilities and/or claims arising from violations of the *Administrative Regulations on Online Audio and Video Information Services* and relevant applicable laws and regulations.

3.3 Provision, modification, and termination of services

3.3.1 While receiving various services provided by Zhiyi, the User agrees to receive various information services offered by Zhiyi. The User hereby authorizes Zhiyi to send commercial information to its email, mobile phone, and communication address.

3.3.2 Zhiyi reserves the right to modify or discontinue services at any time without notice to the User. Zhiyi has the right to exercise the right to modify or discontinue services without being responsible to the User or any unrelated third parties.

3.3.3 If the User has objections to the modifications to the Agreement or is dissatisfied with Zhiyi's services, the User may exercise the following rights:

- (1) Stop using Zhiyi's network services and deactivate its user account;**
- (2) Inform Zhiyi through customer service or other channels to stop providing services to it. After the services are terminated, the User's right to use Zhiyi's network services shall be immediately terminated. In such a case, Zhiyi shall not be obliged to transmit any unprocessed information or unfinished services to the User or any unrelated third party.**

3.3.4 If the User has not logged in to the Zhiyi website for 36 consecutive months, it shall be deemed that the User has terminated the use of Zhiyi's services. Zhiyi will deactivate the User's account to secure its personal information and property. The User voluntarily agrees to waive all additional rights and

interests attached to the account. The User whose account has been deactivated can recover its original account through login activation.

3.3.5 Zhiyi has the right to terminate the provision of services to the User and deactivate its user account if the User violates the provisions of the Agreement, causing serious harm to Zhiyi or the legitimate rights and interests of third parties, or if the User utilizes Zhiyi's services to commit violations of laws and regulations or infringe upon the legitimate rights and interests of third parties.

3.3.6 Within a reasonable time after terminating services, Zhiyi shall have the right to remove all information or works uploaded or published by the User.

IV. Fees

4.1 The product offers both free and paid services to the User and the User has the right to choose services based on their needs. If the User purchases related services on the Zhiyi website, it shall be deemed that the User agrees to and abides by the relevant service agreement.

4.2 The product may occasionally include paid services or temporarily free services, subject to the specific information announced by EsonTech (Shenzhen). Any free beta services (including internal beta testing or public beta testing of products) or free features and services shall not be deemed as our waiver of the right to charge you in the future.

4.3 Apart from the free beta quota, if you need to purchase the product and its services, the relevant fees will be publicly displayed or agreed upon on your order page or service orders.

4.4 Depending on the products and services you have ordered, the settlement method may be prepayment, postpayment, or another type. The specific rules for settlement and payment shall be subject to the terms and conditions listed for the products and services you have ordered.

4.5 To ensure the timely activation or continuous provision of products and services, you shall make timely and full payment of the fees per the Agreement and the related service orders.

4.6 All fees must be prepaid through a payment method accepted by EsonTech (Shenzhen). The aforementioned use fees do not include any other taxes, costs, or related remittance expenses. Otherwise, you shall make up the payment or pay such fees.

4.7 For the product, we have the right to unilaterally adjust the fee standards and collection methods seven (7) days in advance based on actual circumstances, and notify you in the form of an announcement without obtaining your prior consent. If you disagree with the fees, you shall immediately stop using the services. Otherwise, your continued use of such services shall be deemed as your agreement to pay the fees.

4.8 You shall pay for the Internet access fees that may arise from using this service, as well as communication and information fees collected by other third parties.

V. Limitation of Liability

5.1 You understand and agree that Zhiyi provides services such as AI document translation to the User through its product research and development and operation services and does not make any form of guarantee regarding the accuracy, professionalism, or legality of the processing results, nor shall it bear any legal liability.

5.2 You understand and agree that EsonTech (Shenzhen) does not guarantee that successful processing results will be produced necessarily for your uploaded content.

5.3 You understand and agree that EsonTech (Shenzhen) only uses intelligent algorithms to automatically produce results based on your uploaded content, but this does not represent EsonTech (Shenzhen)'s agreement with the content, stance, or viewpoints of the uploaded content and processing results.

5.4 You understand and agree that EsonTech (Shenzhen) only provides machine processing results based on your uploaded content and EsonTech (Shenzhen) shall not bear any legal liability if your uploaded content or the automatically created results infringe on the legitimate rights and interests of any third party, cause actual losses to any third party, or generate disputes with any third party. If your uploaded content violates any laws or other breaches of contract, resulting in EsonTech (Shenzhen) or its affiliated companies, controlling companies, or successor companies compensating any third party or being penalized by relevant authorities, you shall also fully compensate EsonTech (Shenzhen) or its affiliated companies, controlling companies, or successor companies for all losses suffered thereby.

5.5 You acknowledge and agree that EsonTech (Shenzhen) has the right to modify, interrupt, suspend, or terminate products and/or services at any time for the needs of overall operations or business changes, adjustments, and technical changes made at its discretion without notifying you and without being responsible or liable to you or any third party, unless otherwise provided by law or agreed upon by the Parties.

5.6 You acknowledge and agree that EsonTech (Shenzhen) has the right to notify you in advance (including but not limited to pop-up page announcements and message notifications) regarding modifications, replacements, and upgrades to Products and Services. If you do not agree with the relevant modifications, replacements, or upgrades, please directly refuse, stop, or cancel the use. Otherwise, it shall be deemed that you agree to the modifications, replacements, and upgrades of the products and services provided by EsonTech (Shenzhen).

5.7 You clearly understand and agree that it shall solely represent your behavior if you intentionally utilize EsonTech (Shenzhen)'s platform and services for malicious creation or other behaviors that infringe on the legitimate rights and interests of third parties.

VI. Intellectual Property Rights

6.1 EsonTech (Shenzhen) and its affiliated companies shall be entitled to the ownership and intellectual property rights of the contents provided by EsonTech (Shenzhen) in the product and related services (including but not limited to software, technologies, programs, webpages, texts, images, audios, videos, charts, layout design, electronic documents, and analysis reports). EsonTech (Shenzhen) and its affiliated companies shall be also entitled to the copyright, patent rights, and other intellectual property rights of the software relied upon by EsonTech (Shenzhen) in providing related services. Without the permission of EsonTech (Shenzhen), no one is allowed to use (including but not limited to monitoring, copying, reproducing, distributing, disseminating, broadcasting, displaying, selling, licensing, mirroring, uploading, or downloading the contents of the product and related services through any robot, spider or other programs or devices) the contents.

6.2 Any organization or individual who believes that the contents on our platform, such as videos, news, and published service information, may infringe upon its legitimate rights and interests, may submit a written notice of rights and relevant evidence of rights to us through email (service@esontech.net), and we will deal with it as soon as possible per the law after receiving the qualified notice from the intellectual property right holder.

6.3 The intellectual property rights of any content uploaded and published by you through our platform belong to you or the original copyright holder(s). You promise and guarantee that the texts, images, videos, and audio published and uploaded by you when using the product and related services are all original or have been legally authorized, and your use of the services shall not infringe upon any third party's intellectual property rights or any other rights. If we review the content on our own or are notified by a third-party right holder with primary evidence that any content provided, issued, uploaded, and processed by you may infringe upon the legitimate rights of a third party, we have the right to take reasonable measures to temporarily delete/block/hide relevant information or suspend the provision of related services to you. All responsibilities shall be borne by you if any content uploaded and issued by you through our platform causes a third party to claim compensation from EsonTech (Shenzhen) or causes other losses to EsonTech (Shenzhen).

6.4 Without prior written authorization, you are not allowed to use any trademarks, service marks, trade names, domain names, website names, or other prominent brand features of EsonTech

(Shenzhen) and its affiliated companies, including but not limited to "Eson", "EsonTech (Shenzhen)", "Cloud Translation Collection", "Zhiyi", "YXS.", "Lanying (Lan)", "CTC", etc., or identify EsonTech (Shenzhen) and/or its affiliates through specific descriptions (hereinafter collectively referred to as "logos"). Without the prior written consent of EsonTech (Shenzhen) and its affiliated companies, you are not allowed to display, use, or apply for registration of trademarks, register domain names, or implement any act that expressly or impliedly indicates that you have the right to display, use, or otherwise deal with these logos, either alone or in combination with any other method. You shall bear all legal responsibilities if your use of the aforementioned trademarks and logos of EsonTech (Shenzhen) in violation of the Agreement causes losses to EsonTech (Shenzhen) or others.

6.5 You understand and agree to authorize us to use your name, trademarks, and logos in sales, marketing, and other promotional materials and activities, but only to indicate that you are our customer or partner.

6.6 EsonTech (Shenzhen) has the right to cooperate with inquiries and provide information about the contents stored in the product (if any) per national laws and regulations, judicial procedures, and the requirements of administrative authorities to promptly resolve complaints and disputes and protect the legitimate rights and interests of all parties.

6.7 We commit to taking confidentiality measures for the information submitted or known by you when you register for the product account or use the services, and not to disclose your information to third parties, except:

(1) Your information may be provided per the provisions of the Agreement or other service agreements, contracts, and online terms between you and EsonTech (Shenzhen);

(2) Your information shall be provided per the provisions of laws and regulations or the requirements of administrative, judicial, and other authorities;

(3) The confidential information has already been made public or can be obtained from the public domain without violating the responsibilities stipulated herein;

(4) Your information may be disclosed to third parties according to the *Privacy Policy*.

6.8 Unless otherwise agreed herein, the Parties hereto shall, during the signing and performance of the Agreement, comply with laws and regulations on intellectual property rights, confidentiality, anti-unfair competition, and other aspects, and shall be responsible for maintaining the confidentiality of the other party's technical and business secrets and other relevant information they have learned, respecting the other party's intellectual property rights and other legitimate rights and interests. Without the prior written consent of the other party, neither party shall disclose, transfer, license, exchange, gift, or misuse in any way the information to any other organization or individual. Any party that violates this provision shall bear the corresponding legal responsibilities.

VII. Security and User Information Protection

7.1 When using the product and related services, you may need to provide your user information (including but not limited to your name, contact person's name, and contact information) so that we can provide you with better services and corresponding technical support. We will collect, use, store, and share your user information in compliance with laws, regulations, the Agreement, and the *Privacy Policy*. In addition, we will protect your rights to browse, modify, and delete relevant user information and withdraw consent per the law.

7.2 You may browse and modify your submitted identity information at any time and you understand and agree that you may not be able to modify the initial registration information and other verification information provided during registration for security and identity verification purposes (such as account or password recovery complaint services).

7.3 We will apply security technology and other security measures that are compatible with the product and related services, and establish a sound management system to protect your user information and prevent your information from being misused, accessed without authorization, used, or leaked.

7.4 Without your consent, we will not disclose personal information provided by the User to any company, organization, or individual other than the Company, except in the following circumstances:

- (1) Your express authorization or consent has been obtained in advance;
- (2) You have publicly disclosed or shared, transferred, or disclosed the personal information to other companies, organizations, or individuals;
- (3) The personal information is directly related to national security, national defense security, public safety, public health, or public interest;
- (4) It is necessary to disclose or provide personal information per applicable laws and regulations, and mandatory administrative and judicial requirements, or the personal information is directly related to the criminal investigation, prosecution, trial, and execution of judgments. On the premise of compliance with the laws and regulations, when we receive a request for information disclosure, we will require the other party to issue corresponding legal documents, such as subpoenas or letters of investigation. We will carefully review all requests to ensure that they have a legitimate basis, and such data are limited to the data that the administrative and juridical authorities have a legal right to access for a particular investigative purpose;
- (5) Within the scope permitted by laws and regulations, it is necessary to maintain the legitimate rights and interests of other users of the platform, the Company and its affiliated companies, and controlled companies, or maintain the safe and stable operation of products or services, such as finding, preventing, and handling fraudulent and other illegal activities and reducing credit risks (excluding disclosing or providing personal information for profit purposes in violation of the commitments made herein);
- (6) Other circumstances stipulated by laws and regulations.

7.5 Apart from registered accounts and necessary transactions verified as secure, please be careful not to disclose important information such as your various property accounts, bank cards, credit cards, third-party payment accounts, and corresponding passwords when using the product and related services. Otherwise, any losses arising from this will be borne by you.

7.6 The product and related services may include or link to information or other services provided by third parties (including websites) and you acknowledge and understand that the third parties operating such services may require you to provide user information. We specifically reminds you to carefully read the user agreements, privacy policies, and other relevant terms of these third parties, properly protect your user information, and only provide it to these third parties when necessary. The Agreement and other agreements and rules related to the product and related services (including but not limited to the Privacy Policy) do not apply to any third-party services, and we shall not be held liable for any consequences arising from the use of your user information by third parties.

7.7 Please refer to the *Privacy Policy* for more details on user privacy protection.

VIII. Term, Renewal, Change and Termination of Agreement

8.1 The Agreement shall come into force on the date when you click to confirm on the Official Website or agree in any other manner recognized by the Parties ("**Effective Date**") and shall remain in force until the expiration date of the last service agreement of all service orders signed by you hereunder ("**Expiration Date**"). If the activation date of the products and services you ordered is inconsistent with the Effective Date of the Agreement, the service start date shall be calculated from the activation date of the products and services, and the service start date and termination date shall be reflected in the service orders. Unless otherwise agreed, the start and end dates specified in the service orders shall constitute one service cycle.

8.2 If you pay the service fee for the next cycle ("**Renewal Fee**") to EsonTech (Shenzhen) in full within seven (7) working days before the expiration date of the service term specified in the service orders, the service term shall be extended by the service cycle specified in the service orders ("**Renewal Period**"). If you fail to pay the renewal fee fail or reach a renewal agreement with EsonTech (Shenzhen), the Parties

fail to sign a new agreement, or you expressly notify EsonTech (Shenzhen) that you will no longer continue the cooperation before the expiration date of the service term, your right to use the relevant products and services of EsonTech (Shenzhen) will be automatically terminated on the expiration date of the service term.

8.3 If you wish to change the Agreement, particular conditions, or service orders, you shall notify EsonTech (Shenzhen) thirty (30) working days in advance and sign a change or supplementary agreement upon mutual agreement between the Parties.

8.4 We shall have the right to revise the Agreement, particular conditions, and related service rules based on changes in national policies and laws, technical advancements, and changes in product features. In addition, we will publish the revised agreement, and the aforementioned revised content shall become an integral part of the Agreement and have the same legal effect as the Agreement upon its official publication. We undertake to notify you reasonably and you can also query the latest version of the Agreement and rules on the relevant pages. **If you have any objections to the revised terms of the Agreement, you may choose to stop using the products and services. If you continue to use them, it shall be deemed that you recognize and accept the revised terms of the Agreement.**

8.5 Unless otherwise agreed, if you wish to terminate the Agreement, you shall submit a termination application to EsonTech (Shenzhen) in writing at least thirty (30) days prior to the termination. The termination of the Agreement shall not affect the rights and obligations arising before the termination of the Agreement.

8.6 Regardless of the reasons for the termination of all or part of the products or (and) services under the service orders, all user data in your EsonTech (Shenzhen) account and user content stored in EsonTech (Shenzhen)'s servers will be retained by EsonTech (Shenzhen) for fifteen (15) days ("**Retention Period**"). If the commitment period of the corresponding particular conditions is longer than fifteen (15) days, the longer retention period shall prevail. You must complete the migration, backup, or deletion of all data before the expiration of the Retention Period. After the expiration of the Retention Period, EsonTech (Shenzhen) will automatically remove such data, including all caches or backups, and will no longer retain any of your user data and content.

8.7 The Agreement may be terminated early in any of the following circumstances:

- (1) The Agreement is early terminated upon mutual agreement by the Parties;
- (2) You seriously violate the Agreement, including but not limited to serious violations of laws and regulations, serious breaches of the commitments hereunder, or serious violations of service rules, in which case EsonTech (Shenzhen) shall have the right to terminate our services to you in advance;
- (3) Other circumstances in which the Agreement may be terminated early per applicable laws or the provisions of the Agreement.

IX. Governing Law and Settlement of Disputes

9.1 The conclusion, effectiveness, interpretation, and settlement of disputes of the Agreement shall be governed by the laws of the mainland of the People's Republic of China.

9.2 In case of a dispute arising during the performance of the Agreement, the Parties shall negotiate and settle it in a friendly manner. If the negotiation fails, any party has the right to submit the dispute to the People's Court of Chengdu Hi-tech Industrial Development Zone for litigation resolution in Chengdu where the Agreement is signed.

X. Notice and Service

10.1 You shall provide EsonTech (Shenzhen) with true and valid contact information. In case of any change in contact information, please update it to EsonTech (Shenzhen) promptly. Otherwise, you will bear the consequences of the relevant notices not being served in time.

10.2 You agree and confirm that we will send you various types of information related to products and services, including but not limited to business notifications, service prompts, verification messages, and marketing information (including but not limited to updated service rules, service upgrades, data center closures, migrations, and advertisements) through one or more of the following methods: Official Website's webpage announcements, system notifications, internal messages, email, SMS, instant messaging tools, postal mail, or express delivery. Any contact address, phone number, email address, or other contact information provided by you to us in any form shall be deemed as a valid contact method for service. Such notices will significantly impact your rights and obligations, so please pay attention to them promptly. The aforementioned information shall be deemed as having been served under the following circumstances:

- (1) The information published in the form of a webpage announcement shall take effect upon publication (unless otherwise specified);
- (2) The information sent in electronic form (including system notifications, internal messages, emails, SMS, and instant messaging tools) shall be deemed as having been served after it is sent successfully;
- (3) The information sent in paper form shall be deemed as having been served on the third (3rd) natural day after it is mailed.

XI. Miscellaneous

11.1 The term of the Agreement shall commence from the earlier date of your acceptance and selection of "Agree" or the actual commencement of your use of the product and related services and shall continue until the expiration of all the service terms of the services you have purchased, your deactivation of the account, or the termination of the services by EsonTech (Shenzhen) per the provisions hereof. The expiration or termination of the Agreement shall not affect the rights and obligations that have been incurred prior to the expiration or termination, and the intellectual property rights, confidentiality clauses, applicable laws, and jurisdiction clauses, as well as other clauses that should survive in nature (such as guarantees of the authenticity of the information provided) shall continue to be valid and shall not be invalidated by the termination of the Agreement.

11.2 You understand and agree that we may terminate the Agreement with a written notice (including website announcements) [15] days in advance without bearing any liability for breach of contract to you.

11.3 After the termination of the services, we shall have the right but not the obligation to retain any information in or related to the original account for the User or forward any unread or unsent information to the User or a third party, and we shall not be liable to the User or any third party for the termination of the services.

11.4 The establishment, effectiveness, performance, interpretation, and settlement of disputes of the Agreement shall be governed by the laws of the mainland of the People's Republic of China. If any provision of the Agreement is invalid due to a conflict with the laws of the mainland of the People's Republic of China, such provisions shall be re-interpreted to be as close as possible to the original intent of the Agreement, and the other provisions of the agreement shall remain in full force and effect.

11.5 The place of signing the Agreement is [Chengdu Hi-tech Zone] in the People's Republic of China. If a dispute arises between you and EsonTech (Shenzhen), the Parties shall try to settle it through friendly negotiation. If negotiation fails, you agree to submit the dispute to the [People's Court of Chengdu Hi-tech Industrial Development Zone] for jurisdiction.

11.6 We shall have the right to revise the Agreement based on changes in national policies, technical conditions, and product features. In addition, we will issue the revised agreement. Once the aforementioned content is officially issued, we will remind you of the updated content in an appropriate manner (such as website announcements and system notifications) so that you can timely learn about the

latest version of the Agreement. **The revised content shall constitute an integral part of the Agreement and you shall comply with it accordingly. If you have any objections to the revised agreement, please immediately stop logging in and using the product and related services. If you continue to log in or use them, it shall be deemed that you accept the revised agreement.**

11.7 We reserve the right to transfer some or all of our rights and obligations hereunder to an affiliate or other legal entity or entrust a third party to provide some or all of the services hereunder, without affecting your rights and obligations hereunder. In such a case, the Agreement shall also be legally binding on the transferee or the trustee.

11.8 Without our prior written consent, you shall not transfer any of your rights or delegate any of your obligations hereunder, whether by law or otherwise. We may transfer all rights and obligations hereunder (including all terms and conditions incorporated by reference) to an affiliated company, or transfer all rights and obligations hereunder (including all terms and conditions incorporated by reference) in a merger, acquisition, corporate reorganization, or sale of all or most of our assets, without obtaining your consent in any case, but we will notify you of the foregoing circumstances in a reasonable manner.

11.9 The Parties commit to comply with the Agreement and the relevant national laws and regulations applicable to the Agreement. You commit not to use the services provided by the product for purposes prohibited by applicable laws and regulations. Unless permitted by the relevant competent authorities, you and other individuals or entities authorized by you to use the product and its services will not provide controlled technology, software, or services to entities or individuals prohibited by applicable laws through the services.

11.10 We do not guarantee that the product is secure or free from any vulnerabilities or viruses. You shall configure your information technology, computer programs, and products to access the product and its services. In addition, you should use your antivirus software.

11.11 The headings herein are solely for the convenience of reading and shall not affect the meaning or interpretation of any provision herein.

11.12 Both you and EsonTech (Shenzhen) are independent entities. Under no circumstances shall the Agreement constitute any form of express or implied warranty or condition by EsonTech (Shenzhen) to the User, and no agency, partnership, joint venture, or employment relationship shall be deemed to exist between the Parties.

11.13 If any provision hereof is invalid or unenforceable for any reason, the remaining provisions hereof shall remain valid and binding.

11.14 EsonTech (Shenzhen) holds the copyright of the Agreement and reserves all rights to interpret and revise it.

Solemn Statement: All platforms and services of EsonTech (Shenzhen) are merely translation tools, without any political stance or any agreement with any user or third party to infringe upon the legitimate rights and interests of others. EsonTech (Shenzhen) will take all necessary measures to prevent the User from utilizing the platforms to infringe upon the rights of others.