

[Pcfree] User Agreement

Terms of Service

Update Date: December 16, 2024

Welcome to use the "Pcfree" product and related services (hereinafter referred to as the "Service")!

This agreement is the service and privacy agreement signed between DAYU Technology (Shenzhen) Co., Ltd. and its affiliated companies (hereinafter referred to as "DAYU" or "we") and you.

Your use of our services indicates that you have agreed to this Service Agreement. Please read carefully and thoroughly understand the content of this Service Agreement, especially the clauses that exempt or limit liability. We will remind you to pay attention by bolding them. If you have any questions about the terms of this agreement, please contact us through the customer service contact information on our official website (<https://www.picfree.ai/>). We will explain the meaning of the terms to you. If you do not accept this agreement or any of its terms, please do not continue the operation. This agreement applies to all "Pcfree" products/services, including upgrades and updates of various services and products you use during the term of this agreement. During the reading of this agreement, if you do not agree with this agreement or any of its terms, please immediately stop using our services.

Our service scope is very wide, so sometimes additional terms (including but not limited to the "Disclaimer") or product requirements (including age requirements) will also apply. The additional terms will be provided together with the relevant services and will become part of the agreement reached between you and us after you use these services.

We will revise this agreement due to changes in relevant laws and regulations, the company's operating conditions, adjustments to business strategies, and upgrades to product services. The updated agreement terms will be effective in replacing the original agreement terms once they are published. You can use this product service to view the latest version of the agreement terms at any time. If you do not agree with the changes in the agreement, please immediately stop using this product service. If you continue to use this product service, it will be regarded as your acceptance of the changes in this agreement.

If you have any questions about Pcfree or wish to provide feedback to us (including but not limited to suggestions and complaints), you can contact us via email at picfree.teams@outlook.com (please indicate "Pcfree" in the email subject).

This Service

The "Pcfree" product and related services are software products developed, operated, and managed by DAYU Technology (Shenzhen) Co., Ltd. In this agreement, "Pcfree" refers to the Pcfree mobile/web application ("App"), the website established by DAYU for Pcfree, and other services provided by DAYU as part of the App and/or website.

User Information and Personal Information Protection

2.1 Protecting users' personal information is a basic principle of DAYU. DAYU will take reasonable measures to protect users' personal information. Except in cases stipulated by laws and regulations, DAYU will not disclose users' personal information to third parties without users' permission. When you use the "Pcfree" service, DAYU will collect and use your necessary personal information. Your use of the "Pcfree" service means that you agree that DAYU can collect and use your personal information. DAYU adopts professional encryption storage and transmission methods for relevant information to ensure the security of users' personal information.

2.2 During the application process for this service, you need to fill in some necessary information. Please keep this

information true, accurate, legal, and valid, and pay attention to timely updates so that DAYU can provide you with timely and effective assistance or better serve you. According to relevant laws, regulations, and policies, please fill in your real identity information. If the information you fill in is incomplete or inaccurate, you may not be able to use this service or may be restricted during the use process.

2.3 Generally, you can browse and modify the information you submit at any time. However, for security and identity recognition reasons (such as account appeal services), you may not be able to modify the initial registration information and other verification information provided during registration.

2.4 DAYU will use various security technologies and procedures to establish a sound management system to protect your personal information from unauthorized access, use, or disclosure.

2.5 Without your consent, DAYU will not disclose your personal information to any company, organization, or individual other than DAYU, except as otherwise provided by laws and regulations.

2.6 You should fully respect the personal information of anyone, including but not limited to other users, that you learn about, receive, or can access through this service. You should not collect, copy, store, disseminate, or use the personal information of other users in any other way. Otherwise, you will bear the consequences arising therefrom on your own.

2.7 We use the user information you submit and we collect for the following purposes:

2.7.1 To provide you with services (for example, real-name authentication information and the mobile phone number used to receive verification codes are prerequisites for continuing to obtain services);

2.7.2 To maintain and improve services (for example, the valid contact information such as the business contact person's mobile phone number and email address you submit is used to receive business notifications and conduct business communication);

2.7.3 On the premise permitted by laws and regulations, to promote and introduce products to you. The platform will send advertising information to you through electronic information methods including but not limited to delivery to the contact address, internal information push on the platform, the platform website, mini-programs, official accounts, client information push, email sending, and SMS sending;

2.7.4 To improve the security of the services provided by us and our affiliated companies and partners for you, protect you or other users or the public from infringement of personal and property safety, better prevent security risks such as phishing websites, fraud, network vulnerabilities, computer viruses, network attacks, network intrusions, and more accurately identify violations of laws, regulations, or agreements and rules related to our services. We may use your membership information, integrate device information, relevant network logs, and information shared by our affiliated companies and partners to judge your account and transaction risks, conduct identity verification, detect and prevent security incidents, and take necessary recording, auditing, analysis, and disposal measures in accordance with the law.

2.8 We respect and protect your privacy and promise not to disclose your personal information. When you use Pcfree, you need to authorize us to access the storage space of your device so that we can upload and process pictures. We will collect and use your personal information only to provide you with better services. For specific content, please refer to the privacy policy.

2.9 We attach great importance to the protection of users' personal information. When you use the platform services, you agree that we will process your personal information through collection, storage, use, processing, transmission, provision, disclosure, deletion, etc. in accordance with the user agreement and privacy agreements that you have agreed to.

2.10 In certain specific business scenarios, for the sake of providing business processing capabilities, response speed, or other considerations, we may use software development kits (SDKs) provided by capable third-party service providers to provide services for you. These SDKs may collect and use your personal information. You understand and agree that we can use your personal information within a reasonable and necessary range, and we will strictly require third parties to keep your personal information confidential.

2.11 If you are unwilling to accept or have any questions about all or part of the privacy policy, please do not use or immediately stop using Pcfree. You can contact us through the first written contact method mentioned above.

Non-commercial Use of Pcfree

You agree to use Pcfree in a reasonable and legal manner in accordance with this agreement. During the use of "Pcfree", you should ensure that the pictures you upload do not infringe on the legitimate rights and interests of others, such as intellectual property rights like copyrights, trademark rights, and portrait rights. "Pcfree" aims to

provide individual users with picture watermark removal and AI high-definition processing services, which are limited to non-commercial use. When you use "Pcfree", you must ensure that your purpose of use is for non-commercial purposes such as personal study, research, and appreciation. Unless you have obtained the legal copyright of the uploaded pictures, you shall not sell, copy, distribute, or conduct other commercial activities with the pictures processed by "Pcfree" for watermark removal and AI high-definition processing, nor shall you use the pictures processed by "Pcfree" for any commercial activities or obtain commercial benefits in any form.

The following behaviors are regarded as commercial use, and you are not allowed to conduct them without the written permission of our company:

- (1) Using the pictures processed by "Pcfree" for commercial advertisements, promotions, marketing activities, etc.;
- (2) Using the pictures processed by "Pcfree" for sales, rentals, lending, or other commercial uses in any form;
- (3) Using the pictures processed by "Pcfree" to produce derivative products, such as printed materials, electronic products, etc.;
- (4) Using the pictures processed by "Pcfree" in any way to provide convenience for the commercial activities of others.

Regarding the Pcfree service and/or products, DAYU grants you a personal, non-transferable, and non-exclusive license. You can only use these products and services for the purpose of accessing or using this service. If you violate the non-commercial use terms, our company has the right to immediately terminate your right to use "Pcfree" and reserves the right to pursue your legal liability.

Your Use of Pcfree

4.1 You can obtain and use this service (also known as "subscribing" to this service) by visiting the Pcfree website (i.e., [<https://www.picfree.ai/>]).

4.2 Updates to Products/Services

4.2.1 In order to improve user experience and perfect service content, DAYU will continuously strive to develop new services and provide you with product/service updates from time to time (these updates may take the forms of product/service replacement, modification, function enhancement, version upgrade, etc.).

4.2.2 In order to ensure the security and functional consistency of this product and service, we may update the product/service or change or limit the effects of some functions of the product/service.

4.2.3 If you do not agree with our updates, you can stop using our services at any time or set new restrictions on our services at any time.

4.3 You shall be fully responsible for your use of Pcfree and your user content (defined below). You shall not create, store, or publish the following information/content through Pcfree:

- Photos or other content containing gambling, violence, discrimination, nudity, pornography, or sexual innuendo;
- Information that infringes on the legitimate rights of others, including but not limited to reputation rights, portrait rights, privacy rights, and intellectual property rights;
- Information containing defamation, coercion, humiliation, abuse, harassment, threat, impersonation/false representation or intimidation of others or entities, or personal information of others or entities, including but not limited to credit card information, social security numbers or other national identification numbers, non-public telephone numbers or non-public email addresses;
- Information causing unfair competition, including but not limited to content with ownership/intellectual property markings being tampered with, added, deleted, or removed, and unauthorized content;
- Information that violates the terms of this agreement, laws, regulations, rules, policies, social order, and information that interferes with the normal operation of DAYU;
- Information containing unsolicited or unauthorized advertisements, promotional materials, emails, spam, or other forms of marketing information;
- Information that helps or encourages others to conduct any of the above behaviors; or
- DAYU considers as inappropriate other information.

4.4 In order to operate Pcfree, ensure compliance with this agreement and applicable laws or other legal and regulatory requirements, we are obliged to supervise your access or use of Pcfree, or copy, review, edit, upload user content. In the event of the foregoing, we will delete or prohibit access to relevant content after notifying you, including but not limited to when the content violates laws, regulations, and this agreement. We have the right to investigate violations of this agreement or behaviors that affect the operation of Pcfree.

4.5 If you violate this agreement, you agree that DAYU can, at its sole discretion or as required by applicable laws,

regulations, rules, and policies, take any action it deems appropriate without notifying you, including but not limited to:

- (i) Deleting any user content that violates regulations;
- (ii) Suspending or terminating your access and use of Pcfree;
- (iii) Stopping providing you with any services related to Pcfree.

Definition: For the purposes of this agreement: (i) "Content" refers to text, audio, photos, images, videos, charts, and other information, materials, or content, works of any kind, and information or other materials published, generated, provided, or otherwise provided through Pcfree; (ii) "DAYU Content" refers to any content that we directly or indirectly publish, generate, or otherwise provide to Pcfree users (including you) through Pcfree, including but not limited to built-in product functions of Pcfree, such as filters, fonts, text, special effects, stickers, borders, backgrounds; (iii) "User Content" refers to any content uploaded or provided by Pcfree users and provided through Pcfree, but does not include any DAYU Content (or its derivative content).

4.6 We will send you notices related to this product/service through one of the contact methods you provided. The notices may involve important rights or obligations related to your use of this product/service. Please pay attention in a timely manner. You are responsible for the authenticity and validity of the contact methods you provided. If the contact methods change, you should update the information in a timely manner to ensure that you can be contacted. The email addresses, contact phone numbers, contact addresses, etc. obtained by us during the process of providing services for you are regarded as the valid contact methods you provided. When you use the platform services, the ways in which our user end receives in-site messages, system messages, pop-up messages, instant chat messages, and mobile phone text messages will also be regarded as your valid contact methods. You agree that we will provide services for you through the aforementioned valid contact methods. The above message notifications involve your important rights. Please use our services on the premise of ensuring that you are aware of and agree with them.

4.7 All other rights not expressly authorized in this article and other articles of this agreement are reserved by DAYU. You must obtain the written permission of DAYU when exercising these rights. If DAYU does not exercise any of the aforementioned rights, it does not constitute a waiver of that right.

4.8 You are aware of and agree that the content uploaded, published, or transmitted by users on the Pcfree platform is the personal behavior of users. Pcfree does not assume responsibility for the accuracy, authenticity, availability, security, integrity, and legitimacy of such information. You shall not input, create, copy, publish, disseminate content that interferes with the normal operation order of the Pcfree platform, violates public security management regulations, disrupts social public order, violates public order and good customs, violates laws and regulations, or infringes on the legitimate rights and interests of other users or third parties, nor shall you use the Pcfree service for any other illegal purposes. Otherwise, you will bear the relevant compensation or liability for breach of contract for infringement and violation of this agreement on your own. DAYU has the right to take measures such as suspending services, issuing warnings, blocking, or even disabling accounts according to the circumstances.

Virtual Goods and Subscription Services

5.1 DAYU has the right to charge fees for certain premium content or functions (if any) you use in Pcfree, such as watermark removal, image quality enhancement, advertising privileges, and other virtual goods (collectively referred to as "Virtual Goods"). The subscription period will depend on the subscription type you choose when registering for the service ("Subscription Period").

5.2 Use of Virtual Goods: You can only obtain virtual goods from us by using Pcfree and shall not obtain them in any other way. You shall not:

- Transfer virtual goods to others;
- Buy and sell such virtual goods;
- Use virtual goods in a pornographic, defamatory, or deceptive context, or in a way that may be considered inappropriate, defamatory, obscene, or illegal;
- Use virtual goods in a way that allows others to download, extract, resell, or redistribute content as independent files;
- Use virtual goods (in whole or in part) as a unique or distinguishing feature of trademarks, design marks, trademarks, company names, service marks, or logos. In addition, you have no right (in any jurisdiction) to register such virtual goods (in whole or in part) as trademarks or rely on any such registration, prior use, and/or

accumulated goodwill to prevent any third party from using virtual goods or any similar content (including us, our customers, or the copyright owners of such content);

- Falsely claim that you are the original creator of content mainly composed of authorized virtual goods;
- Depict any person ("Model") depicted in the virtual goods in a way that a reasonable person would find offensive, including but not limited to depicting the model (a) in connection with pornography, "adult videos", adult entertainment venues, escort services, dating services, etc.; (b) in connection with the advertising or promotion of tobacco products; (c) in a political context; (d) suffering from physical or mental illness or taking medicine for it; or (e) engaging in immoral or criminal activities.

5.3 If we are subject to the supervision and requirements of applicable laws, regulations, rules, and policies, we can control, supervise, change, or remove any virtual goods at any time in accordance with the foregoing requirements without assuming any liability to you; and/or modify the pricing of virtual goods.

5.4 By purchasing and/or using virtual goods and our subscription services, you confirm that you have read and agreed to be bound by this agreement and any additional terms applicable to virtual goods ("Additional VG Terms") provided to you.

DAYU can, at its sole discretion, update the Additional VG Terms from time to time. If you are unwilling to accept this agreement or the Additional VG Terms (including all or part of the terms of any future updated versions of this agreement and the Additional VG Terms), you must immediately stop using virtual goods or subscription services.

5.5 We have the right to change or supplement the content of this agreement in accordance with the agreement. Once the agreement and/or relevant service content changes, we will announce or notify you through one or more of the methods such as web announcements, emails, in-site messages, and text messages. If you continue to use this service after the relevant content of this agreement changes, it means that you have fully read, understood, and accepted the modified content, and will also follow the modified terms.

5.6 Subscription and Cancellation of Paid Memberships

5.6.1 You should obtain paid membership services through the official designated channels that DAYU already has and will newly add in the future. When you specifically use a certain method to activate/subscribe to paid membership services, you must carefully check specific information such as the account, the type of service activated, the duration, the price, and the membership benefits enjoyed, and confirm and agree to the relevant agreements and usage methods. After activation, it cannot be transferred or refunded.

5.6.2 You shall not activate this service for yourself or others through any of the following methods:

- (1) Activating this service for yourself or others for the purpose of making a profit, operating, or other non-personal use;
- (2) Using any robot software, spider software, crawler software, screen-refreshing software or other programs or software methods to activate this service for yourself or others;
- (3) Activating this service for yourself or others through any improper means or in a manner that violates the principle of good faith;
- (4) Activating this service for yourself or others through channels not designated by DAYU;
- (5) Activating this service for yourself or others by infringing on the legitimate rights and interests of DAYU or others;
- (6) Activating this service for yourself or others through other methods that violate relevant laws, administrative regulations, national policies, public order and good customs, etc.

5.6.3 The duration of the subscription service shall be subject to the duration displayed after you successfully choose and activate it on your own. You can also log in to your Pcfree account to specifically query the durations of various services. The maximum activation period of this service will be subject to certain limitations, and the specific details will be announced on the relevant service pages. Before the expiration of the paid membership service, DAYU may send you a renewal reminder. If you do not renew on time before the expiration of the paid membership service, DAYU will stop providing you with paid membership services.

5.6.4 You understand, are aware of, and agree that during the service period of this service, due to non-intentional acts of DAYU, including DAYU's fault resolution, server maintenance, adjustment, upgrade, and handling of third-party infringements, etc., which may affect your normal use. For the adverse consequences arising from the above situations, you agree that DAYU shall be exempted from liability and you will not require DAYU to provide additional compensation.

5.6.5 After you pay and subscribe to the Pcfree service, in the case where there is no fault on the part of DAYU, if

you apply to cancel or terminate the paid membership service, you will have no right to request DAYU to refund the membership service fees you have already paid. After the cancellation/termination of the paid membership qualification, you will no longer be entitled to the various paid membership privilege services and value-added services provided by DAYU.

5.6.6 Both parties agree that if any of the following circumstances occurs, DAYU has the right to interrupt or terminate one or more services provided to you at any time according to the actual situation without notice and terminate your paid membership qualification:

- (1) According to the provisions of laws, regulations, and policies, you are required to submit real information, but the personal information you provided is not true, or is inconsistent with the information at the time of registration and you fail to provide reasonable proof;
- (2) You violate relevant laws, regulations, policies, or the agreements and relevant rules and systems of this agreement;
- (3) In accordance with the requirements of laws or the competent department;
- (4) For security reasons or other necessary circumstances.

5.6.7 If you obtain paid membership services in an illegal way or through improper means or use channels not designated by DAYU or maliciously request refunds by taking advantage of loopholes in different channels, DAYU has the right to immediately terminate your paid membership service without giving any compensation or refund, and without having to refund the activation fees. Non-official channels include but are not limited to e-commerce platform recharge on behalf of others, private recharge on behalf of others, or other unauthorized channels. For all kinds of losses caused by your use of non-official channels, you shall resolve them with the non-official channels, and DAYU will not be responsible for them.

5.6.8 You can cancel the subscription at any time, and you will continue to have the right to access the subscription service before the end of the subscription validity period. Your access to the subscription service will be automatically terminated at the end of the subscription validity period.

5.6.9 Automatic Renewal of Subscription Services. By registering for our subscription services, you agree that your subscription will be automatically renewed at the end of each paid subscription period unless you cancel the subscription, and you authorize us to deduct the renewal fees from the billing account associated with your app store account ("Billing Account"). Users can close the automatic renewal in the settings of their app store accounts after paying the subscription fees for the first time. Deleting the app from the device does not necessarily lead to the cancellation of the subscription service.

5.6.10 In the case of providing automatic renewal subscriptions, the purchase offers will indicate the duration, price, and payment terms of the subscription. The following conditions apply to our automatic renewal subscription services:

- Payment will be deducted from the user's billing account at the time of purchase confirmation without the need for user passwords, SMS verification, etc.;
- Our subscription services will be automatically renewed unless the user cancels the automatic renewal of the subscription service at least 24 hours before the end of the current billing cycle (on the app store). Canceling the subscription and/or automatic renewal will not entitle the user to any refund;
- The user's billing account will be charged the renewal fee within 24 hours before the end of the current subscription period. Once the payment is successful, you will be eligible to use our subscription services during the relevant subscription period. If the balance in your billing account is insufficient to pay the subscription fee, we will make a second automatic deduction from your billing account on the same day. If the balance in your billing account is still insufficient to pay the subscription fee for the upcoming cycle, we will stop providing you with our subscription services. Any transaction costs related to the above fees, local taxes, or other costs arising from the processing of your payment method shall be borne by you.

Password and Account Access. If you create an account in the app, you are responsible for any activities that occur through that account. In order to maintain control of the account and prevent anyone from accessing the account, you should keep control of the device on which Pcfree is ready for access to the service and do not disclose the password related to the account to anyone. You are responsible for updating and maintaining the accuracy of the information related to your account that you provide to us. We can terminate your account or suspend your account to protect you, us, and our partners from identity theft or other fraudulent activities.

6.Product/Service Usage Specifications

6.1 You guarantee that you shall not, and are prohibited from, directly or indirectly:

6.1.1 Deleting, hiding, or altering any patent, copyright, trademark, or other ownership declarations displayed on or contained in the Pcfree product/service;

6.1.2 Interfering with or attempting to interfere with the normal operation of any part or function of the Pcfree product/service or the Pcfree website in any way;

6.1.3 Avoiding, attempting to avoid, or claiming to be able to avoid any content protection mechanism or the Pcfree product/service data measurement tools;

6.1.4 Using any registered or unregistered goods, service marks, company logos (LOGO), URLs, or other marks originating from DAYU in written or graphic form without obtaining the prior written consent of DAYU;

6.1.5 Using any DAYU marks, including but not limited to using DAYU marks in a way that tarnishes, weakens, or damages the rights of the owners of such marks, or setting or declaring to set any obligations for yourself or others, or granting any rights or permissions in a manner that violates this agreement. Unless otherwise indicated in writing by DAYU, you shall not export any user information and must stop using and delete them within 24 hours after obtaining any user information or other Pcfree product/service content;

6.1.6 Displaying or providing any user information to any non-original user without obtaining the prior consent of the original user;

6.1.7 Requesting, collecting, soliciting, or otherwise obtaining access rights to the Pcfree account, password, or other authentication credentials from any user;

6.1.8 Acting as an agent for authentication credentials to automatically log in to the Pcfree account for any user;

6.1.7 Unauthorized impersonation of others or obtaining access to the Pcfree product/service; or allowing any other person to personally identify a user without the explicit consent of the user.

6.1.10 Without the written permission of the company, no user or third party shall, on their own or authorize, allow, or assist others to conduct the following behaviors on the information content in the Pcfree product and related services:

(1) Copying, reading, or adopting the information content of the Pcfree product and related services for commercial purposes including but not limited to publicity, increasing page views, or increasing the number of views;

(2) Unauthorized editing, organizing, or arranging the information content of the Pcfree product and related services and then displaying it on channels other than the source pages of the Pcfree product and related services;

(3) Using any form of identification method including but not limited to special marks, special codes, etc., to have an adverse impact on the information content of the Pcfree product and related services by yourself or assisting a third party to guide, transfer, or hijack the traffic and page views;

(4) Other illegal acts of obtaining or using the information content of the Pcfree product and related services.

6.1.11 Without the written permission of the company, no user or third party shall directly or indirectly steal the video, graphic, or other information content of the Pcfree product and related services in any way (including but not limited to hotlinking, redundant theft, illegal crawling, simulated downloading, deep linking, fake registration, etc.), or delete or change the rights management electronic information of the relevant information content in any way (including but not limited to hiding or modifying the domain name, platform-specific identification, username, etc.).

6.1.12 For the sake of greater clarity, if you incorporate any DAYU content into your user content (for example, images, designs, or filters provided by us that you add to the user content you create or share), we will retain all rights and ownership of the DAYU content and any derivative content thereof.

6.2 You understand and agree that the pictures or picture links that you copy from other platforms or pages to Pcfree are regarded as the act of uploading pictures on Pcfree. For the continuous improvement of various services provided by DAYU for you, your act of uploading, publishing, or transmitting content by using the Pcfree platform service represents that you have legal rights to the content you upload, publish, or transmit or have obtained the legal authorization of others and have the right to use it for this service. You have the right and agree to grant us and our affiliated parties the rights to store, use, publish, copy, modify, adapt, publish, translate, create derivative works based on, disseminate, perform, and display the content in the Pcfree product or service within the scope of this service (including services such as showing AI-generated content and AI portraits to you), that is, to grant DAYU the right to use Pcfree to perform functions such as watermark removal and image quality enhancement.

Otherwise, you shall be responsible for any consequences and losses such as being held accountable by third parties or being required to make compensation that DAYU may encounter.

6.3 DAYU guarantees and promises that it will not infringe on your legitimate rights and interests such as portrait rights and privacy rights. If a third party infringes on your legitimate rights and interests, please contact DAYU in a timely manner. We will take necessary measures such as deletion, blocking, and disconnection of links after verifying the situation to protect your legitimate rights and interests.

6.4 You are fully responsible for all of your content. When you use the generative AI of Pcfree to create content, the copyright of the generated works belongs to you.

You also declare and guarantee that the content you edit or use on Pcfree will not infringe on, misappropriate, or violate the intellectual property rights, publicity rights, or privacy rights of any third party, or lead to violations of any applicable laws, regulations, or rules.

6.5 In some cases, some of your user content may not be completely deleted, and copies of your user content may continue to exist on or outside of Pcfree. In addition, the user content you delete may exist in backup copies for a limited period of time. DAYU will not assume any liability or obligation for deleting or failing to delete any of your user content from your device. Moreover, if your user content is publicly available (for example, content you share on any other third-party platform), you acknowledge that DAYU has no control over whether people will copy or reproduce such user content and how they will use copies of such user content, and DAYU will not assume any liability in this regard. You agree that you will not make any claims against DAYU regarding the use of images, designs, videos, and other materials derived from or based on your user content by third parties in any form (especially when published on the Internet). Although we are not obligated to screen, edit, or monitor user content, DAYU also has the right to, at its sole discretion, delete or remove any user content without notifying you.

6.6 Rights to Content Granted by DAYU. On the premise that you comply with this agreement and are subject to the license terms for virtual goods in Section 5 of this agreement, DAYU grants you a limited, non-exclusive, non-transferable license without the right to sublicense. During the term of this agreement, for non-commercial purposes such as personal entertainment, study, research, or appreciation only, you can access and view content (excluding your user content). Without the prior written consent of DAYU, you shall not use content (excluding your user content) for any commercial purpose.

7. Advertising

You understand and agree that during the process of using Pcfree, you may see commercial advertisements or other types of commercial information displayed in various ways (forms including but not limited to: [start-up ads, banner ads, button ads, floating ads, pop-up ads, pause ads, etc.] as well as emerging advertising forms that may appear in the future according to DAYU's business arrangements). DAYU will try its best to reduce the impact of the above advertising services on your use of this service. You understand and agree that DAYU can send you information such as recommended music or audiobook content, membership benefits, and promotional activities through emails, in-site messages, mobile phone text messages, WeChat, website announcements, or other means. DAYU makes no express or implied representations or warranties regarding the goods or services of any advertiser, and all of these are hereby disclaimed. You should independently inquire about any products or services advertised through Pcfree to determine their quality, applicability, availability, or other characteristics and verify any statements or descriptions related to them. Unless otherwise provided by applicable law, DAYU will not be liable for any losses or damages you may incur as a result of transactions based on such advertisements or the content provided by advertisers.

8. Feedback

We welcome feedback, comments, and improvement suggestions for Pcfree ("Feedback"). You can submit feedback by emailing picfree.teams@outlook.com (please indicate "Pcfree" in the email subject) or by using the "Feedback" function in the app. You grant us a non-exclusive, transferable, global, permanent, irrevocable, fully paid, royalty-free license with the right to sublicense, to use, copy, modify, create derivative works based on, and otherwise utilize the feedback for any purpose under any and all intellectual property rights you own or control.

9. App License

On the premise that you comply with this agreement, DAYU grants you a limited royalty-free, non-exclusive, non-transferable, and non-sublicensable license to download and install one copy of the app on the mobile device or computer you own or control and to run this copy of the app only for your personal non-commercial purposes explicitly permitted by this agreement. You shall not copy the app, except for making a reasonable number of

copies for backup or archiving purposes. Unless explicitly permitted by this agreement, you shall not:

- (i) Copy, modify, or create derivative works based on the app;
- (ii) Distribute, transfer, sublicense, lease, lend, or rent the app to any third party;
- (iii) Reverse engineer, decompile, or disassemble the app; or
- (iv) Make the functions of the app available to multiple users in any way. DAYU reserves all rights to the app not explicitly granted to you by this agreement.

10. Indemnification

If anyone makes a claim against us, our affiliated companies, or service providers, or against our or their respective officers, directors, agents, joint ventures, employees, or representatives due to your use of Pcfree or the act or omission of providing user content, including but not limited to actual or alleged violations of any laws, regulations, rules, or other legal rights, or violations of any terms of this agreement, you will indemnify and hold us and the above parties harmless from all damages, losses, and expenses (including reasonable legal fees and costs) related to the claim.

11. Disclaimer

11.1 You agree to assume the risks of using Pcfree on your own. Pcfree is provided "as is" and "as available" without any express, implied, or statutory representations or warranties, and all of these are hereby disclaimed to the fullest extent permitted by applicable law. Without limiting the generality of the foregoing, we specifically disclaim any warranties related to ownership, merchantability, fitness for a particular purpose, and non-infringement. We do not guarantee that access to any part or function of Pcfree or any materials contained therein will be continuous, uninterrupted, timely, error-free, or secure. The operation of Pcfree may be interfered with by numerous factors beyond our control. We make no representations or warranties regarding the quality, applicability, usefulness, accuracy, or completeness of Pcfree or any materials contained therein.

11.2 The services provided by Pcfree are for reference only, and we do not guarantee that the processed pictures will fully meet your needs. We will not be liable for any losses caused by the use of Pcfree, including but not limited to direct losses, indirect losses, and loss of profits.

12. Limitation of Liability

To the fullest extent permitted by applicable law, we will not be liable to you for any loss of profits, loss of expected savings, loss of opportunity, loss of reputation, or any consequential, special, indirect, or incidental damages arising from this agreement and/or your use of Pcfree, even if we have been informed that such damages may occur, except in cases where our intentional acts or gross negligence result in your suffering losses or damages. If, to any extent, our liability cannot or may not be excluded, the total liability of us, our affiliated companies, and service providers, or our or their respective officers, directors, agents, joint ventures, employees, or representatives to you or any third party shall be limited to the lower of the following two amounts: (i) the actual fees you paid to us in the past three months; and (ii) one hundred US dollars. Applicable laws may not allow the limitation or exclusion of liability or consequential or incidental damages, so the above limitations or exclusions may not apply to you. In such cases, our liability will be limited to the fullest extent permitted.

13. No Liability for Third Parties

We are not responsible for the acts, content, information, or data of third parties, and you release us, our directors, officers, employees, agents, and our affiliated companies and service providers, or their respective officers, directors, agents, joint ventures, employees, or representatives from any known and unknown claims and liability for damages arising from any claims you may make against any such third parties. Pcfree may contain links to third-party websites or resources. We provide these links solely for convenience and are not responsible for the content, products, or services on these websites or resources, or for the links displayed on these websites. You acknowledge that you assume full responsibility for and bear all risks associated with the use of any third-party websites or resources.

14. Force Majeure and Other Exemption Reasons

Your use of Pcfree may be affected by force majeure circumstances or other factors, including but not limited to the following situations: political or social situations, natural disasters, economic crises, computer viruses or hacker attacks, server or system instability, your location, technical limitations, network quality, and communication line or computer failures or other matters beyond our control (hereinafter collectively referred to as "Force Majeure Events"). If any Force Majeure Event occurs, during the continuation of such event, DAYU is not obligated to

perform any obligations affected thereby, and these obligations shall be suspended. To the fullest extent permitted by applicable law, DAYU will not be liable for any losses you may suffer as a result of any Force Majeure Event.

15.Modification, Suspension, and Termination of Pcfree

Unless otherwise provided in this agreement, DAYU has the right to modify, suspend, or terminate the operation of Pcfree and/or your access to Pcfree at any time at its sole discretion and without notice. DAYU will not be liable for any such modifications, suspensions, or terminations. You are responsible for properly updating, backing up, and transferring the data generated and produced in connection with your use of Pcfree. In the event of any such cancellation, suspension, or termination, the following parts of this agreement will remain in effect: Sections 3 to 8 and Sections 10 to 17.

16.Infringement Notice

DAYU has the right to investigate copyright, trademark, and other intellectual property infringement notices ("Infringement") regarding DAYU content, user content, and other materials on the app and website ("Infringing Materials") and take appropriate actions. If you believe that your work is being used or copied in a way that constitutes infringement and such infringement is occurring on the app and website, please immediately send a written notice to Pcfree in the form and containing the information required by applicable law ("Infringement Notice"). All Infringement Notices should be sent by email to picfree.teams@outlook.com (please indicate "Pcfree" in the email subject) or mailed to the 17th floor, Building B, Yangguang Kechuang Center, Nanshan District, Shenzhen City (Recipient: Legal Department of DAYU Technology (Shenzhen) Co., Ltd.).

If DAYU deletes any infringing materials according to your infringement notice, you agree not to exercise and hereby waive any litigation rights you may have under applicable law against DAYU regarding any infringing materials that appeared on the app and website before deletion. You acknowledge and agree that DAYU has no control over infringing materials appearing on linked websites or other third-party websites and cannot assume liability or obligation.

17.Terms of Use for Minors

17.1 You should ensure that you are a person with full capacity for civil conduct in accordance with the laws of the country where you are registered and have full capacity for civil conduct. If you do not have full capacity for civil conduct, the platform has the right to refuse to provide you with real-name authentication services, and you will not be able to use the platform services. If you are a minor or a person with limited capacity for civil conduct, you do not have the aforementioned subject qualification, and you and your guardian shall bear all the consequences resulting from your improper registration behavior.

17.2 To better protect the privacy rights and interests of minors, the company specifically reminds you to be cautious when publishing content containing minor-related materials. Once published, it will be deemed that you have obtained the consent of the right holder to display the portraits, voices, and other information of minors in the "Pcfree" product and related services, and allow the company to use and process such content related to minors in accordance with this agreement.

18.Applicable Law and Dispute Resolution

This agreement is concluded, comes into effect, and shall be executed and interpreted in accordance with Chinese law, without considering its conflict of laws provisions. Any disputes arising from this agreement shall also be resolved in accordance with the law of this jurisdiction. You agree to submit any disputes between you and DAYU to the exclusive jurisdiction of China. If any term of this agreement is found to be invalid or unenforceable for any reason, the remaining terms shall continue to be fully effective and binding on you and DAYU.

19.Inherent Risks

Inherent Risks. You accept and acknowledge that there are inherent risks in using Internet-based services, including but not limited to the risks of hardware, software, and Internet connection failures, the risk of introducing malware, the risk of data loss, and the risk that third parties may access your user content or account without authorization.

Risk Acceptance. You understand and agree that you have fully considered the risks of data provided and transmitted to the Pcfree server through the Internet and are willing to bear such risks. You hereby confirm that you will bear and accept the consequences of any data loss. DAYU will not be liable for any data loss not solely caused by it.

20. Language

This agreement is written and drafted in Chinese, but it may be translated into other languages. In the event of a conflict between the English version and any translated version of this agreement, the Chinese version shall prevail.

21. Links to Other Websites

Our services may contain links to third-party websites or services that are not owned or controlled by Pcfree.

We cannot control the content, privacy policies, or practices of any third-party websites or services and will not assume any liability. Therefore, when browsing third-party websites, you will assume risks on your own and bear full responsibility.

We strongly recommend that you read the terms and guidelines as well as the privacy policies of the third-party websites or services you visit.

22. Intellectual Property Rights of Pcfree

22.1 The intellectual property rights of Pcfree belong to DAYU Technology (Shenzhen) Co., Ltd., including but not limited to software copyrights, trademark rights, and other intellectual property rights and other legitimate rights and interests.

22.2 During the use of Pcfree, you shall not copy, disseminate, or tamper with any content of this product without authorization.

23. In the event of disputes arising between you and DAYU due to this service, both parties shall resolve them through friendly negotiation. If the negotiation fails, they shall file a lawsuit with the People's Court of Nanshan District, Shenzhen City, Guangdong Province, China, and the laws of the People's Republic of China shall apply.