

OBSBOT User Service Agreement
Welcome to OBSBOT!

To provide better services for you, please read carefully and fully understand the terms of the OBSBOT User Service Agreement (this "Agreement"), especially the terms of exemption or limitation of liability. Unless you have carefully read, fully understood and accepted all the terms of this Agreement, you have no right to use the OBSBOT Services. By downloading, installation, use and other operations, you have read and agreed to be bound by this agreement.

If you are under the age of 18 (or the legal age of majority), please read this Agreement accompanied by your legal guardian, pay special attention to the terms of use for minors, and use OBSBOT Services (our "Services" or this "Services") after obtaining the consent of the legal guardian.

1. Scope of Agreement

- i. This Agreement is an agreement between you and REMO TECH Co., Ltd. and its affiliated companies ("our" or "us") regarding the use of our Services.
- ii. The "OBSBOT Privacy Policy" included in this Agreement is an integral part of this Agreement, you should also abide by it. You have accepted the "OBSBOT Privacy Policy" by accepting this Agreement.
- iii. The terms and conditions set forth in this Agreement concluded by you and us cannot fully enumerate and cover all rights and obligations of you and us, and the existing agreement cannot guarantee full compliance with the needs of future development. Therefore, the relevant statements, policies, rules and agreements issued by us are all supplementary agreements to this Agreement, which are inseparable from this Agreement and have the same legal effect. If you do not agree to the aforesaid supplementary Agreement, please do not continue to use our Services.

2. About Services

i. Content of Services

Our Services or this Service refer to connecting and controlling our products through the OBSBOT Center Software (the "Software" or this "Software"), and other technologies and/or services provided by us (the "Other Technologies and Services").

ii. Form of Services

This Service in the form of the software program, and the specific information provided by us shall prevail. When you use this Service, you should choose the software version that matches your terminal, system, etc. Otherwise, you may not be able to use this Service normally. Any problems or damages caused by the mismatch between the software and the model of the terminal device shall be borne by you.

iii. Acquisition of Services

The only legal way to download and use our Platform Services (<https://www.obsbot.com/download>) is the way officially announced on our Platform, any other channel, any way you obtain our Services is illegal, we do not recognize its validity, and once found, we have the right to immediately delete, cancel, clear, etc. Any adverse consequences resulting from this shall be borne by you.

iv. Use of Services

You acknowledge that you shall be a natural person, legal person or other organization with full capacity for civil conduct when you start to register, login and actually use our services. If you do not have the aforementioned qualifications, you and your guardian shall bear all the consequences caused by the in accordance with the laws and regulations. In particular, if you are a minor, please access and/or use our platform services with the consent and guidance of your guardian.

v. Services Update

We have the right to announce to you (including but not limited to pop-up pages, website announcements, site messages, etc.) about the modification, replacement and upgrade of any software and firmware related to this Service. If you do not agree or accept the modification, replacement, or upgrade of the software and firmware related to this Service, please directly refuse the relevant upgrade service and stop using our Services, otherwise you are deemed to agree and accept the modification, replacement, or upgrade of the software and firmware, and such agreement and acceptance are still subject to this Agreement.

3. Grant of License

We grant you a limited, revocable, non-exclusive, non-transferable and non-sublicensable license to use the Software for your personal non-commercial use on your computer system or to store the Software on your home computer and other devices. The Software is licensed and not sold to you and may only be used in a manner consistent with the terms of this Agreement. For backup purposes only, you may make limited copies of the Software for your own use. You must include on each such backup copy all copyright and other intellectual property rights notices included in the Software as supplied by us. No other rights are granted.

4. Restrictions on Use

You shall not, directly or indirectly:

- i. Use the Software beyond the scope of the license granted under Section 3.
- ii. Modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software or any part thereof.
- iii. Combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs.
- iv. Reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof.
- v. Remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Software, including any copy thereof.
- vi. Except as expressly set forth in Section 3, copy the Software in whole or in part.

vii. Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software, or any features or functionality of the Software, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service.

viii. Use the Software in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including:

Use the Software in violation of any law, regulation, or rule;

Use the Software for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to our commercial disadvantage;

Distribute or make the Software available over a network where it could be used by multiple devices at the same time.

5. Ownership

We own and retain all rights, including copyrights and other intellectual property rights, related to the Software and its content. The software is licensed to you by us, and not sold to you in its entirety. We reserve all rights not expressly granted to you.

6. Privacy

You can learn how we collect and process your information when you download or use our Software, products, or Services by reading our Privacy Policy. By downloading and using our Software, you are deemed to have accepted and agreed to our processing of your information in accordance with the Privacy Policy and any updates to the Policy. You can check our Privacy Policy regularly to see if there are any updates.

7. Third-Party Software

This Software and product can be used in conjunction with other products and software. The use of such third-party software is subject to the terms provided by the licensor of that software, including the third-party privacy policy. By accessing or using third-party software, you agree to comply with the applicable third-party terms. We make no representations or warranties regarding the operation or availability of such third-party software. We are not responsible for any unavailability or cancellation of such third-party software.

8. Disclaimer

We disclaim all warranties of any kind, including but not limited to the security and stability of the Services, and the risk of using this service shall be borne by you. To the maximum extent permitted by applicable law, we shall not be liable for any damages (including direct, compensatory, incidental, indirect, special, material or punitive damages) arising out of or in connection with this Services or terms of rules. Subject to the foregoing, we shall not be liable to you or any third party for:

i. Your use of, or inability to use, our Services for any reason.

ii. Any content provided by our Services, and its accuracy and completeness.

iii. Changes in the data collection, storage, and transmission through our Services.

iv. Errors, system failures, network or system outages, file corruption or interruptions in Services.

v. Our Services are interrupted due to equipment, network, technology, or other industrial disputes, wars, natural disasters, terrorism, explosions, and other force majeure events.

vi. You suffer various penalties and losses due to improper or illegal use of our Services.

vii. Monitor, collect and provide your personal information (including but not limited to all kinds of information generated or created by users during the use of our Services) in accordance with legal regulations or requirements of government departments.

You understand that we need to regularly or irregularly repair or maintain our platforms (such as Internet websites, Software, etc.) or related equipment that provide the Services. Interruption caused by the foregoing within a reasonable period of time, for which we shall not be liable, but we shall give as much prior notice as possible.

Any content you post, or any manipulation of hardware through our Services, does not represent or reflect any of our views or policies, and we will not be liable. Notwithstanding anything in these terms and conditions, our cumulative liability to you for all actions will at all times be limited to the fees (if any) paid to us by you for the use of our Services.

Some jurisdictions do not allow the disclaimer, exclusion or limitation of certain warranties, liabilities and damages, so the above disclaimers, exclusions and limitations may not apply to you. In such jurisdictions, our liability will be limited to the maximum extent permitted by applicable law.

9. Limitation of Liability

To the extent not prohibited by applicable law:

i. In no event shall we be liable for any costs of procurement of substitute products, Software, or Services, lost profits, loss of information or data, or any other special, indirect, consequential, or incidental damages arising in any way out of the sale, license or use of, or inability to use our products, Software, or Services, however caused, regardless of the theory of liability (contract, tort or otherwise), even if we have been advised of the possibility of such damages.

ii. In no case will our total liability exceed the actual money paid for any of our products, Software, or Services, giving rise to the liability. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. The above limitations will not apply in case of personal injury where and to the extent that applicable law requires such liability.

10. Breach of Contract

- i. You understand and agree that we have the right to punish violations of relevant laws and regulations or the provisions of this Agreement based on reasonable judgment, take appropriate legal actions against any users and organizations that violate laws and regulations, and save relevant information to relevant parties in accordance with laws and regulations. Department reports, etc., users and institutions shall bear all legal responsibilities arising therefrom.
- ii. You understand and agree that you and the organization shall be solely responsible for any claim, demand or loss claimed by a third party due to your violation of this Agreement or the relevant terms of services; if we suffer losses as a result, you shall and institutions should also be compensated together.
- iii. If we discover or receive reports from others that you and your organization have violated this Agreement, we have the right to delete, block or disconnect the relevant content at any time without notice, and take measures to punish the violating user and organization depending on the circumstances of the behavior. Imposing punishments including but not limited to warnings, restricting or prohibiting the use of some or all functions, and announcing the processing results.

11. Change to The Agreement

According to changes in national laws and regulations and the needs of changes in our Services, we have the right to modify this Agreement and supplementary Agreements. You will be notified by one or more methods such as email, SMS, and regular letter delivery. Once the changes are announced in any form, they will take effect and replace the previous relevant content. You should pay attention to changes in our announcements, reminders, and agreement-related content from time to time. If you do not agree to the changes that have taken effect, you should stop using our services from the effective date of the changes, and the changes will not be effective for you; if you continue to use our services after the changes take effect, it is deemed that you agree to the changes that have taken effect.

12. Term and Termination

- i. This Agreement and the license granted hereunder shall remain in effect until terminated as provided in this Agreement (the "Term").
- ii. In the event of any violation of the terms herein, this Agreement and your rights to use the Software shall automatically terminate without notice from us, and you must immediately cease use of the Software, delete and/or destroy all copies of the Software in your possession.
- iii. Sections 4-13 will survive any termination of this Agreement.

13. Applicable of Law, Jurisdiction and Other

- i. The establishment, entry into force, performance, interpretation and dispute resolution of this Agreement shall be governed by the laws of the mainland of the People's Republic of China (excluding conflict of laws).
- ii. If there is any dispute or dispute between you and us, it should first be resolved through friendly negotiation. If the negotiation fails, you agree to submit the dispute or dispute to the People's Court with jurisdiction in Nanshan District, Shenzhen for litigation resolution.
- iii. The titles of all clauses in this Agreement are for convenience of reading only, and have no actual meaning in themselves, and cannot be used as the basis for interpretation of the meaning of this Agreement.
- iv. No matter what part of the terms of this Agreement is invalid or unenforceable for any reason, the rest of the terms are still valid and binding on both parties.
- v. If this Agreement has Chinese, English and other language versions, if the corresponding content is inconsistent, the content of the Chinese version shall prevail.