

Genting Hays Privacy Policy

Last revised on March 8, 2025

Thank you for visiting Genting Hays; this is the privacy practice provided by Genting Hays Ltd. (collectively, “Genting Hays”, “we”, “us”, or “our”). Genting Hays respects and is committed to protecting our users' information. This privacy policy explains how and why we collect, store, and disclose your personal data and describes your decision-making rights regarding when and how to choose to share personal data. This privacy policy applies to any service that publishes a privacy policy.

You should definitely read the important information provided here

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About this policy

The specific rules for using this service are clearly stated in our Terms of Use (“Terms of Use”). We may periodically launch new services or add additional items. If these new services or additional features result in any significant changes to the way we collect or process your personal information, we will provide you with more relevant information or updated terms and policies. Unless specifically stated, these new or additional services will be governed by this policy.

The purpose of this policy is:

1. Please ensure that you are clear about what personal information we collect, understand why we collect and use this information, and which third parties this information may be shared with.
2. We will explain to you how to utilize the personal information you provide to ensure you have the best experience while using our services;
3. Clarify your rights and choices regarding how we collect and use your personal information, and explain what measures we will take to ensure your privacy is secure.

We hope that through this action, you can better understand our commitment to protecting your privacy. If you have any questions or concerns about how to contact us, please refer to the section below titled “Contact Us”. Whether you accept the terms and policies of this service is ultimately up to you to decide.

The personal information we collect

“Personal Information” is the data related to your account that you provide to us, which is information that identifies you or can be used to contact you (collectively referred to as **“User Data”**). The personal information you may provide through the service or otherwise for communication includes:

1. **Contact information**, You will need to provide certain necessary personal data to create an account, such as your name and email address.
2. **User profile data**, such as your username and password, artist name, your hobbies, and other information related to you.
3. **Feedback and communication**, when you report service issues, seek customer support, or communicate with us in other ways, we will receive your feedback information, which may include your operating system version, relevant information about your digital audio workstation, or instances where you recommend services to others.
4. **Transaction information**, the various transaction data you provide when using our services, including bills, payment details, purchase records, services purchased, points, birthday information (for age verification), responses to surveys, and relevant information provided when participating in our competitions or other promotional activities.
5. **Using information**, we will obtain various types of information related to your usage behaviour, including the content you submit, interaction data within the service, data related to application crashes, as well as information left when you use features and information about audio listening habits and creative preferences.
6. **Marketing data**, including your preferences for receiving advertising information, as well as information related to your interactions with marketing activities, and also predictions and speculations about potential advertisements.

The data we collect through your use of our services

1. **Automatically collected information**, when you use our services, we may automatically collect information about you and the device you are using. For example, we may collect the name and version of your device's operating system, manufacturer, model, device identifier, IP address, browser type, screen resolution, and other information. We may also obtain information about other websites you visited before accessing our site, the pages you viewed, search content, browsing behavior, and advertising interaction data (such as clicks and impressions), including your interactions with our ads on third-party websites. In addition, we will record your time spent on the page, access time, time zone, geographic location (such as city, region, or province), postal code, and other information related to your use of the service. We use cookies to record and analyse your information. For more information, please refer to the relevant content about Cookies and similar technologies.
2. **Payment and purchase data**, we will record the personal information you provide to us when submitting your personal profile. During your use of our services, we may also obtain your personal information from external partners, including organizations that provide credit card and debit card authorization and fraud detection.

Source of information

We will record the personal information you provide when you submit your profile. During your use of our services, we may also obtain your personal information from external partners.

Certified partners, If you register or log in to our services using third-party credentials (such as Facebook and Google), we will import your information from such third parties to help you create an account with us.

How we use your personal information

Provide our services

If you have a Genting Hays account or use our services, we will use your personal information to:

Daily operation, maintenance, management, promotion, and continuous optimisation of services.

You are responsible for managing and communicating with us concerning your Genting Hays account (if applicable), which includes sending service notifications, technical updates, security alerts, billing information, and messages related to account support and management. Since these service announcements and updates contain important information closely related to your use of our services and are crucial for us to meet our contractual obligations, unsubscribing from them is not an option.

Responsible for all purchases and registration operations you make in this service, covering the management and coordination of competitions and other promotional activities.

By better understanding your needs and preferences, we hope to provide services that better match your personal preferences.

To help and ensure the smooth operation and continuous optimisation of services.

Respond to your service requests, questions, and feedback.

Communicate with you.

When you request information from us (such as subscribing to newsletters), register on our website, create a Genting Hays account, use our services, or participate in related contests or promotions, we (or our partners) may send you marketing content related to Genting Hays unless you opt out (where permitted by applicable law). You can unsubscribe from such notifications at any time.

If you identify yourself by sending an email with questions or suggestions, we may use your information (including personal data) to respond to your inquiries or comments. We may also save your questions or comments (along with your information) for future reference.

Processing your payment

When you purchase our services, the contract is valid and legally binding, and we will retain your payment and purchase records. At the same time, we will build your personal user data to provide more personalized services in the future.

Compliance with the law

We will process your personal information as necessary or appropriate to comply with relevant laws and regulations, legal requirements, and judicial procedures, such as responding to court subpoenas, search warrants, or requests from government and public agencies to meet national security and law enforcement needs.

Obtain your consent

In accordance with legal regulations, we will seek your consent to use your personal information when necessary. Under specific circumstances and in compliance with relevant legal provisions, we may utilise certain cookies or similar technologies or send you marketing information. Regarding our request for your consent to process personal information (this request does not affect the legality of any processing based on your prior consent), you have the right to withdraw your consent at any time by either rescinding your consent or contacting us. If you have consented to receive marketing communications from our third-party partners, you can revoke this consent by directly reaching out to those partners.

Used for analysis

We analyze service use to optimize existing services, conduct marketing, and launch innovative products and services. We continuously improve through research on user groups and their needs. We may integrate the data collected through cookies and/or surveys with other information you provide, such as the information you provide when filling out forms.

We want to inform you that we may rely on certain algorithms related to the services. These algorithms may utilize the location, preferences, interests, and other usage-related data you voluntarily provide to recommend content, personalize search results, and determine whether to send you surveys.

For compliance, fraud prevention, and security

We will use your personal information when we deem it appropriate or necessary, specifically including: (a) to fulfill our management services or the relevant terms and conditions of other contracts signed with you; (b) to protect our own rights, as well as those of you or others, including privacy, security, and property; and (c) to prevent, investigate, and stop fraud, harm, unauthorized, unethical, or illegal activities. When you use or interact with the services, we use various technologies to process the personal data we collect about you for various reasons. We have listed the reasons for processing your personal data in the table below, the legal basis under which we are allowed to process your personal data, and the categories of personal data used for these purposes (as identified in Section 3):

How we share your personal information

We typically disclose the information we collect through this service to the following types of third parties, in accordance with the provisions of this privacy policy or with your explicit consent.

Service users/Website visitors

The content you submit to public areas (defined below) may be viewed by others, including other users of this service. For example, other users may be able to see projects available for collaboration, and your username may be associated with your projects.

External contractors

We may engage third-party companies and individuals to manage and provide services on our behalf, develop applications related to these services, or otherwise supply us with products or services connected to the services, such as customer support, hosting, email delivery, billing and payment card processing, and database management services (each an “external

contractor”). In the course of delivering products or services to us, these external contractors may access information collected through the services, including your personal information.

Professional Consultant

In the process of providing professional services by professional consultants, we may disclose your personal information to professional consultants such as lawyers, bankers, auditors, and insurance companies.

Compliance with laws and law enforcement; protection and security

Genting Hays may disclose your information (including personal information) to government or law enforcement officials or private parties as required by law, or if we sincerely believe we need to do so in order to comply with applicable laws, regulations, rules, or court or regulatory orders. Furthermore, without limiting the above, we may disclose and use information that we deem necessary or appropriate to (a) comply with applicable laws and legitimate requests and legal processes, such as responding to subpoenas, search warrants, or requests from government or public authorities, including to meet national security or law enforcement requirements; (b) enforce the terms and conditions of management services or other contracts we have entered into; (c) protect our rights, privacy, security, or property, as well as/ or the rights, privacy, security, or property of you or others; and (d) protect, investigate, and prevent fraud, harmful, unauthorized, unethical, or illegal activities.

Business transfer

We reserve the right to transfer information concerning actual or potential business transactions to third parties, including the sale, merger, consolidation, acquisition, reorganisation, or transfer of all or substantially all assets of Genting Hays or any of its corporate affiliates, or any portions thereof related to services, or pertaining to third-party strategic investments in Genting Hays, should we cease operations or file a petition or if bankruptcy, reorganisation, or similar petitions have been presented, or in the event of bankruptcy.

Third party in general

We may share information with third parties, including combining such information with similar details from other users of this service. For instance, we may inform third parties about the unique number of users of this service, the demographic details of these users, or the products and/or services purchased using this service and the suppliers of those products and services. Additionally, when users engage with our services, third parties (including but not limited to third-party analytics providers) may directly collect information about our users' online activities (including personal information) across various websites. Third parties to whom we may provide information, or who may independently collect data (including personal information), may include potential or actual advertisers, advertising product or service providers (such as suppliers, analytics providers, and website tracking services), affiliates, and other actual or potential business partners, as well as similar entities. Please be aware that this service utilises Google Analytics, including its data reporting features. The information collected by Google Analytics encompasses, but is not limited to, web metrics.

Your rights and preferences

The General Data Protection Regulation (GDPR) provides specific rights protection for individuals regarding the use of their data. Within the limits permitted by law, individuals enjoy the following rights unless there are specific restrictions.

Access Rights-You have the right to know and request to view the personal information we process about you.

1. Right to Correction- You have the right to request that we correct or supplement your personal information if it is inaccurate or incomplete.
2. Right to Deletion-You have the right to request the deletion of your personal information.
3. Right to Restriction-The right to request that we suspend or completely stop processing some or all of your personal information.
4. Right to Object-You can object at any time, based on your specific personal circumstances, to our processing of your data.

5. You have the right to object to the use of your personal data for direct marketing activities.
6. Right to Data Portability: You can request a copy of your personal data, receive it electronically, and transfer it to other relevant parties for use.
7. You have the right not to be bound by decisions made exclusively on the basis of automated processing, particularly when such decisions carry legal consequences or have other significant effects on you.

Through this action, you can gain a clearer understanding of our commitment to safeguarding your privacy. Should you have any questions or concerns regarding how to reach us, please refer to the section below titled "Contact Us." Ultimately, whether you accept the terms and policies of this service is for you to decide.

Cookie

This service uses cookies to operate and manage it, collect certain usage data, and make it easier for you to use it on future visits.

A “cookie” is information sent to your browser by the website you visit. By using our services after being informed of our cookie policy, you consent to this usage through notification and explicit confirmation of your agreement in relevant jurisdictions.

This service uses the following technologies:

1. Strictly Necessary Cookies: Used to provide services to users and enable some of their functions, such as the ability to log in and access secure areas. These cookies are provided by us and are essential for the use and browsing of the services. Without these cookies, the basic functions of our services will not operate. Since these cookies are necessary for providing the services, you cannot refuse them.
2. Analysis/Performance Cookie: Used to better understand user behaviour on our services and improve them accordingly, such as ensuring users can easily find what they need.

You will find a “Help” section on most web browsers in the toolbar. For information on how to receive notifications when a new cookie is received and how to disable cookies, please refer to this section. Please note that if you limit the website's ability to set cookies, you may not be able to access certain parts of the service, and you may not be able to benefit from all the features available. If you access the service on a mobile device, you may not be able to control tracking technologies through the settings. For more information about cookies, please visit www.allaboutcookies.org.

Other websites and services

Please note that this policy applies solely to the service portion. While using our services, you may come across links that are managed or controlled by other parties (i.e. “third-party websites”). The information you furnish to third-party websites will be governed by the privacy policy and service agreement of those sites, rather than the stipulations of this policy. By providing these links, we do not endorse or review the content found on third-party websites. To understand their privacy policies, please visit the third-party websites directly and contact them.

Security

We digitally collaborate with third-party service providers to store personal information. Appropriate technical and organizational safeguards help us protect the security, integrity, and confidentiality of the data stored in our systems, which are intended to prevent unauthorized access, loss, misuse, or alteration.

Ensuring the security of your personal data is our utmost priority. We have implemented various measures, including organisational management, technical solutions, and physical safeguards, to protect the personal information we collect during transmission and storage. While we endeavour to maintain security, no protective measures are entirely foolproof, and we cannot

guarantee that your information is completely secure.

International transfer

During the provision of services, the personal information collected may be transmitted to our office locations or staff and may also be shared with third parties around the world. Services may be accessed and stored globally, and certain countries or regions may lack legal provisions concerning the use and transmission of this information. By using this service and providing relevant information, you voluntarily consent to the cross-border transmission and storage of your data. Without contravening the aforementioned terms, you explicitly agree to: (a) process and disclose this information in accordance with this privacy policy; (b) transfer this information globally, including to the United States or other countries that may not provide adequate protection for personal privacy (as determined by the European Commission or the UK Information Commissioner's Office as “inadequate jurisdictions”); and (c) disclose such information in line with legitimate requests from public authorities, including compliance with national security or law enforcement requirements. To the extent permitted by law: whenever we transfer your personal information (as defined by European data protection law) to third parties located in areas with inadequate legal protection, we will ensure that appropriate protective measures are implemented to guarantee that your personal data is afforded the same level of security as in the European Economic Area or the UK. If necessary, we may employ standard contractual clauses approved by the European Commission or the UK Information Commissioner's Office (depending on the specific situation) to ensure data protection. Should we transfer data based on other legal grounds, we will notify you promptly and communicate with you as needed. If you would like to learn more about the specific measures we take when transferring your personal information to areas with inadequate data protection, please do not hesitate to contact us.

Retention and deletion

We only retain your personal data for as long as necessary to provide you with services and for legitimate and essential business purposes, such as making data-driven business decisions about new features and products, maintaining service performance, complying with our legal obligations, and resolving disputes. As long as you are a user of this service or have an account with us, we will retain some of your personal data, such as your user data and user content.

If you make a request, we will delete or anonymize your personal data so that it can no longer identify you, unless the law permits or requires us to retain certain personal data, including the following situations:

1. If there are unresolved issues with your account, such as unresolved claims or disputes, we will retain the necessary personal data until the issue is resolved;
2. When we need to retain personal data for legal, tax, audit, and accounting obligations, such as certain financial transaction histories, we will retain the necessary personal data for the required period of time; and/or,
3. For our legitimate business interests, such as preventing fraud or maintaining user safety, when necessary.

International Transfers under Privacy Law

Genting Hays may share your personal data globally to carry out the activities specified in this policy. Genting Hays may also subcontract processing to third parties outside your country or share your personal data with third parties in your country/region. In cases where local privacy principles apply, we may process your personal data in the country/region where it was collected, as well as in other countries/regions (including the United States), where the data protection laws may not be as strict as those in your country/region. In such cases, Genting Hays will ensure that the transfer of your personal data complies with applicable privacy laws,

particularly by implementing appropriate contractual, technical, and organisational measures.

Protecting Children's Privacy

This service is not applicable to children under the age of majority. We accept and collect personal data of children under 13 years old or below the applicable age limit (“age limit”). If you are under the age limit, please do not use this service and do not provide us with any personal data. If we become aware that we have collected personal data from children below the age limit, we will take reasonable measures to delete the personal data. This may require us to delete that child's Genting Hays account.

Changes to this policy

We reserve the right to modify this privacy policy at any time. We encourage you to review this page regularly for the latest information on our privacy practices. When we make significant changes to this policy, we will provide prominent notice at our discretion (if you have an account, we have your contact information). If you have questions about our policy, please check back regularly or contact us at the address listed at the end of this policy.

Contact Us

This service is owned and operated by Genting Hays Ltd. If you have any questions or complaints about our privacy policy, please email us at atgentinghays@gmail.com or write to us. We take any complaints regarding our privacy practices seriously. We strive to respond to such complaints in a timely manner within the time frame required by applicable laws. If no time frame is specified by applicable law, we will contact you within a reasonable time after receiving your complaint to outline any available options for addressing these complaints.

Terms and Conditions

Last revised on March 8, 2025

This is a legally binding agreement between you (the user) and Genting Hays Ltd (the supplier, we, us, or our), whose registered address is Bartle House, Oxford Court, Manchester M2 3WQ.

According to this EULA, we provide you with an ONLINE MUSIC PRODUCTION SERVICE (platform), including all content, materials, or services (licensed materials) accessible within the platform, as well as all updates and upgrades.

The platform requires the following technical specifications to operate:

Device Compatibility: Any modern device with the latest web browser

Operating System: Android/iOS/Windows 10or11/macOS 10-14

Others: For the best experience, it is recommended to use Google Chrome or Firefox. Safari on Mac OS cannot guarantee functionality and may not support Internet Explorer.

To access and use the platform, you must be at least 18 years old and reside in the UK. You are responsible for any users under 18 who are authorized to use and access the platform and licensed materials (everyone is a user).

Before using the platform and submitting an order to us, please read the terms of this End User Licence Agreement carefully. If you click the "Accept" button after reading these terms, you agree to and accept the terms of this EULA, which means that the terms and conditions provided in this EULA will be legally binding on you.

If you do not agree to the terms of this agreement, please click the “Reject” button below. This indicates that you do not permit access to or use of the platform.

1. Legal document

1.1. The payment agreements between both parties and the conditions for your subscription to the platform and licensed materials are clearly outlined in the order you provided. These are referred to as the payment terms in this End User Licence Agreement (EULA). The payment terms stand as a separate agreement, detailing all rights and obligations within this End User Licence Agreement, along with any relevant policies mentioned herein.

1.2. If there are any conflicts or inconsistencies between the rights and obligations listed in this agreement and its related documents, they shall be handled in the following order of priority (from highest to lowest):

1.2.1. According to the payment requirements specified in the agreement;

1.2.2. All terms in this agreement, including the end-user license agreement and payment terms, and any policies involved;

1.2.3. This is the license terms that the user ultimately agrees to.

1.3. Under the premise of maintaining the priority of Article 1.2, if there are any conflicts or inconsistencies between the updated version of the documents listed in this clause and earlier versions, the updated version shall prevail.

2. Access and usage rights

Genting Hays respects intellectual property rights and hopes you do, too. We have established some basic rules for you to follow while using the platform to ensure that Genting Hays remains enjoyable for everyone. You must adhere to these rules and encourage other users to do the same. Provided that you and the users comply with all the rules described in this agreement.

2.1. For your personal use or on behalf of/the group you belong to;

2.2. You are not allowed to:

2.2.1. Modify the platform's code in any way, interfere with or attempt to disrupt the normal operation of the platform by using any viruses, devices, information collection or

transmission mechanisms, software, or routines, nor access or attempt to access any content (defined below), data, files, or passwords related to the platform by means of hacking, passwords, data mining, or any other method;

2.2.2. Deliberately attempting to avoid, manipulate, or interfere with any security features included in the platform or

2.2.3. Any attempt to establish transactions outside the platform using the platform or any resources provided therein shall be executed as transactions on the platform if facilitated by introductions made on the platform;

2.2.4. Lease, sublicense, sell, transfer, pledge, assign, or otherwise dispose of the platform temporarily or permanently;

2.2.5. Unless such restrictions are explicitly permitted by applicable law, you shall not decompile, reverse engineer, or disassemble any software or other products or processes accessed through the platform;

2.2.6. You will not hide, cover, block, or in any way interfere with any advertisements on the platform and/or security features

2.2.7. You will not circumvent, delete, alter, disable, downgrade, or destroy any content protection on the platform, nor will you obscure or remove any proprietary rights notices;

2.3. You agree to make all reasonable efforts to prevent any unauthorised access to or use of the platform and/or licensed materials. If any such unauthorised access or use occurs, you will promptly notify us.

2.4. All rights not expressly or specifically granted in this EULA are reserved by us

3. License materials

3.1. According to the relevant fees specified in your payment terms and by the provisions of Article 2.4, we hereby grant you a non-transferable and non-exclusive license to use the authorised materials, allowing users to use the authorised content in electronic form on the platform within the specified period.

3.2. You may not transfer or authorise others to use all or part of the licensed materials, nor may

you share these licensed materials with anyone other than the user.

3.3. We reserve the right to revoke or modify any license granted to you under this agreement at any time.

3.4. This agreement does not grant you any rights related to the licensed materials, and all other rights not expressly granted (including existing and future rights) are owned by us, and we reserve all control over these rights.

3.5. If we believe that you may infringe on third-party intellectual property rights or violate relevant laws and regulations while using these licensed materials, we have the right to request that you immediately cease using these licensed materials. In this case, we may choose:

3.5.1. We shall supply you with alternative authorisation materials to ensure adherence to copyright regulations.

3.5.2. Immediately cease the execution of this end-user license agreement based on the relevant written notice, due to the restrictions on the affected licensed materials.

4. Fees and Payments

4.1. You should pay us the clause under the payment terms for production services fees.

4.2. Unless otherwise agreed, you must provide valid, complete, and up-to-date credit or debit card details, as well as any other current billing and contact information when ordering access to the platform and licensed materials. By supplying the relevant card information, you authorise us to charge that card for the subscription fees associated with ordering access to the platform.

4.3. According to the amounts and expenses involved in these payment terms:

4.3.1 You should pay value-added tax and other related taxes, customs duties, and assessment fees in accordance with the law.

4.3.2. Should be paid in pounds or renminbi;

4.3.2. Non-cancellable, non-refundable.

4.4. If you are a business customer, you must pay all amounts due in accordance with this EULA and may not make any offsets, counterclaims, deductions, or withholdings (unless required by law to withhold taxes).

5. Support and Contact

5.1. If you need to contact us, you can use any of the following methods:

Facebook

<https://www.facebook.com/profile.php?id=61573548655258>

Email

Gentinghays@gmail.com

Address

Bartle House

Oxford Court, Manchester M2 3WQ

5.2. If you need to notify us under any terms of this agreement, you may **only** do so by email or prepaid mail to Genting Hays Ltd, at the address specified in Section 5.1 of this agreement.

Under this agreement, you cannot notify us by any other means.

5.3. If you need to contact us regarding any other matters, please feel free to do so in the way that best suits you. However, please ensure that you provide us with your contact information; otherwise, we may not be able to respond to your inquiry.

5.4. If we need to contact you, we usually do so via the email you provided.

5.5. We will make reasonable efforts to notify you before scheduled maintenance; however, we may not be able to provide advance notice of any downtime required due to events or sequences of events beyond our reasonable control or emergency maintenance.

6. Privacy and Your Personal Information

Protecting your personal data is crucial to us. The latest privacy statement (accessible [here](#)) will explain in detail what personal data we collect from you and how and why we collect, use, store, and share this information. It will also introduce your rights in this process, and how to contact us or relevant regulatory authorities if you have any questions or complaints. Please note that the platform system automatically obtains some personal information, while the rest is collected

based on your needs or our requests. Please carefully review the relevant content in our privacy statement, as this information is vital.

7. Collection of Technical Information

We may collect and use technical data, such as information about your device and software, to assist us in platform upgrades, provide product support, and provide other platform-related services. We may also use this data to optimize our products or services.

We will only process and use this personal information in a timely manner according to the updated privacy policy (see Article 6).

8. Access Details

8.1. To access the platform, you must use a username and password. You should keep all passwords and access credentials related to you secure and refrain from sharing them with any unauthorised third parties or other administrators, thus ensuring information security. Authorised affiliates refer to any affiliated entities explicitly mentioned in our platform payment agreement.

8.2. Users must create a secure password for each account and ensure its confidentiality, prohibiting the disclosure of the password or any access information related to the platform and licensed materials to any third party, unless when providing services on our behalf or on behalf of our authorised partners. Protecting your personal information is important to us. We periodically update our privacy statement, which explains the personal information we collect from you, the ways we collect, store, use, and share such information, your rights concerning this, and how to contact us and regulatory authorities if you have questions or complaints. Please note that some personal information is collected automatically by the platform, while other personal information is gathered by us at your request or our request. Please read the information in our privacy statement carefully, as it is important.

9. Your responsibilities and acceptable use

9.1. You must always comply with:

- (a) Will comply with all applicable laws when using the platform and will not use the platform for any illegal purposes;
- (b) All other terms of our agreement.

9.2. You must not use the platform to engage in any of the following actions:

- (c) Illegal or encourages any illegal activities;
 - (d) Defamation, obscenity, pornography, lewdness, invasion of others' privacy, promotion of violence, or containing hate speech (i.e., based on race or ethnic origin, religion, disability, gender, age, veteran status, and/or sexual orientation/gender identity attacking or belittling group speech);
 - (e) Infringe any copyright, trademark, right of publicity or other ownership of any individual or entity.
 - (f) Transmit any harmful software code, such as viruses, devices, information collection and transmission mechanisms.
 - (a) attempting to access computers, data, systems, accounts, or networks without authorisation;
- or
- (f) Intentionally disrupt the operation of anyone's website, application, software, server, or business.

9.3. You must not access, store, distribute, or transmit any viruses while using the platform and licensed materials.

9.4. We may occasionally conduct interactive activities on the platform. When users engage with any interactive services offered, we will make every effort to assess the potential risks that third parties may encounter and determine whether each situation necessitates a review based on these risks, including the method of review chosen. We are not obliged to supervise or review the interactive services on the platform; therefore, if users breach content regulations while utilising these services, resulting in any loss or harm, we expressly decline any responsibility,

irrespective of whether the service has been reviewed.

9.5. The following content standards apply to you and any materials contributed by any user for the platform and any related interactive services. You must comply with the spirit and letter of the following standards. These standards apply to each part of any contribution and its entirety.

9.6. Contributions must:

- (a) Accurate (when they state facts);
- (b) truly held (when they express opinions); and
- (c) Comply with applicable laws.

9.7. Donations are not allowed:

- (a) contains content that maliciously attacks or defames any individual.
- (b) contains any obscene, insulting, hateful, or inciting content; disseminates vulgar sexual innuendo material;
- (c) Advocating violent behavior; supporting prejudice and discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age;
- (d) must not infringe on the copyrights, database rights, or trademarks of others; must not engage in any form of fraudulent activity.
- (e) must not violate legal commitments to third parties, especially contractual and confidentiality obligations; must not promote the occurrence of any illegal activities;
- (f) Infringing on others' privacy, abusing information, or causing distress and trouble, bringing unnecessary anxiety and annoyance to others.
- (g) may cause others to feel disturbed, anxious, embarrassed, surprised, or offended; it may also be used to impersonate others, or to alter identities and associations with others.
- (h) the impression they give is that they come from us, if not;
- (i) Encouraging, supporting, or assisting in any illegal activities, such as (for example only) infringing on intellectual property rights or abusing network resources.

9.8. We will judge whether there are violations of these acceptable use standards based on your or other users' use of the platform. When violations occur, we may take appropriate action.

9.9. If we find that your post or any user's post violates relevant regulations, we reserve the right to delete that content.

10. Intellectual Property

10.1. All intellectual property rights associated with the platform and licensed materials, irrespective of their location, are owned by us or the pertinent third-party proprietors. Any payments you make or have made merely grant you access to and use of the platform in accordance with the terms outlined in this agreement.

10.2. If any ownership of intellectual property in any part of the platform is indeed transferred to you, you must transfer that ownership (including any future intellectual property stemming from this current transfer) back to us or to a third party in accordance with our instructions. You must ensure that any such transfer of ownership is fully authorised and that the intellectual property transferred is free from any fees or third-party rights. You must sign all necessary documents and do everything required for the transfer of ownership as outlined in this section

10.3. When using the platform, you may store or transmit customer data (as defined in Section *11.1* below), and the platform may interact with your software or system (collectively referred to as your system). You grant us (and each of our direct and indirect subcontractors) a royalty-free, non-transferable, non-exclusive license to use, copy, access, and otherwise utilize customer data and your system to the extent necessary to perform or provide the platform or to exercise or fulfill the rights, remedies, and obligations under this agreement.

10.4. Apart from the rights expressly granted in our agreement, you will not gain any ownership, title, or intellectual property of any kind in the platform (or any part thereof) in any manner, nor will either your or our intellectual property be transferred or licensed under our agreement.

10.5. Following the termination of this agreement, this Article 10 will remain binding upon you and us.

11. Customer data

11.1 The customer data referenced in this agreement encompasses any data you provide to us or upload to the platform (in any format), along with all data generated during your use of the platform, which constitutes all customer data. Your customer information will always remain your property.

11.2. Data protection laws necessitate our exclusion of:

11.2.1. We are unable to manage or intervene in any customer data stored as part of the platform.

11.2.2. We do not actively monitor or access customer data content.

11.3. Should we become aware that customer data (or any part thereof) might not comply with any aspect of our agreement, we may:

11.3.1. Completely remove all relevant customer data from the platform or dispose of it by other means.

11.3.2. Suspending your access to pertinent customer data in accordance with Article 18; and/or

11.3.3. Disclosing relevant customer data to law enforcement agencies without consulting you in each instance. However, we will notify you before taking such action, where reasonable, feasible, and legal.

11.4. Unless specifically stated in our agreement, we are not required to provide data extraction, transmission, or recovery services during or after the subscription period. You must ensure that backups and copies of customer data are always kept secure. We strongly recommend that you regularly back up all customer data and extract it from the platform before the end of this agreement or before your access to the platform is stopped or suspended.

11.5. Unless otherwise stipulated in the payment terms or agreed upon in writing by both parties, you authorize us to take security measures to process all customer data and its copies related to the platform (or any part thereof) within 30 days after access to the platform (or any part thereof) ends, unless applicable UK law requires us to retain this data. We shall not be liable for any customer data that is required to be deleted or destroyed under the agreement, regardless of the

circumstances, including those arising from negligence.

12. Changes to this Agreement

12.1. We may revise the relevant sections (excluding payment terms) of the documents or agreements described in Section 1.2 as necessary and inform you via email (providing the updated document or link) or other reasonable means.

12.2. All updates will take effect within 30 calendar days of receiving the update notification or when the next version of the application is released, whichever is earlier, unless we specify a later effective date.

12. If you believe that any updates will have a significant adverse effect on you, you may choose to terminate your agreement with us regarding the use of the platform by notifying us in advance, before the update takes effect, and at least 14 days in writing to inform us of your decision.

13. Platform update

13.1. We may adjust and optimise the features and characteristics of the platform. If changes to our products result in modifications to the technical requirements (as outlined at the beginning of this EULA), we will promptly inform you of the relevant updates.

13.2. We may impose new restrictions on the platform (or any part of it), which include not only the content mentioned in Article 13.1 but also other aspects, such as setting limits on the amount of data used, stored, or transmitted on the platform, deleting or restricting application interfaces, or changing data retention periods, provided that these changes are introduced by updates to the relevant contractual documents.

14. External Services

14.1 The platform may occasionally provide opportunities to access other services and websites (hereinafter referred to as external services) which we do not directly control or manage.

Accessing external services does not indicate any form of support or permission from us regarding the relevant websites or services you may access.

14.2. We are not responsible for checking or evaluating the content or accuracy of these external services. Before using these services, please ensure that you have read and agreed to the relevant terms, especially those regarding the use of personal information.

15. Your Responsibilities

15.1 If we fail to comply with this agreement or there is negligence, we will be liable for any reasonable losses or damages you may suffer as a result. The term “foreseeable” refers to situations where, at the time you click to agree to the agreement, the occurrence of loss or damage is either obvious or something that both you and we can foresee, which may result from our certain actions or negligence.

15.2. We are not liable for any unforeseeable damages, damages not caused by our breach or negligence, or any losses arising from business reasons, including loss of business opportunities, business interruptions, or loss of profits.

15.3. The platform is provided to all our users in the same form. You are obligated to ensure that the platform can meet your personal requirements, whether or not these requirements have been mentioned to us, and to ensure compatibility of the platform with any other software, services, and hardware devices.

15.4. If your device or the software on it is damaged due to our failure to take sufficient precautions while providing the platform or updates, please inform us promptly. If conditions allow, we will repair the damaged parts. If that is not feasible, we will provide appropriate compensation. We may need you to provide some detailed information about the incident (including photos) to help us better understand the specifics of the issue.

15.5. To the maximum extent permitted by law, we shall not be liable for any failure to perform the agreement due to breach, delay, or default, provided that such occurrence or cause is due to the following reasons.

15.5.1. You violate our agreement; or

15.5.2 An unforeseen emergency, beyond our control, has prevented us from fulfilling our relevant obligations under the agreement on time (not involving payment issues).

15.6. None of the provisions in this clause shall exclude or limit our liability for death or personal injury caused by any of our employees, agents, or subcontractors, negligence, fraud, or misrepresentation, nor shall it limit your right to compensation under applicable law, or any other liability that cannot be excluded by law.

17. Network or hardware failure

The smooth operation of this platform necessitates the collaboration of multiple functions to ensure you can fully experience the service. For instance, factors such as your internet connection and device are entirely beyond our control. We will make every effort to take reasonable measures to resolve issues; however, we cannot be held responsible for delays, service interruptions, errors, or other problems caused by network issues, device failures (such as a broken camera), or other circumstances beyond our control.

18. Pause

18.1. We may suspend your access to the platform (or any part thereof):

18.1.1. If we suspect that you have abused the platform or violated this agreement, we will take measures to investigate the issue (without affecting our right to terminate the agreement), and we may then restore or continue to suspend access.

18.1.2. Should you fail to pay any amounts owed before the payment date, we will promptly restore access to the platform upon receipt of full payment and settlement of funds; or

18.1.3. If required by law, court, government, or regulatory orders.

18.2. Even if you do not have access to all or part of the platform, you are still required to continue paying fees during the suspension.

Cancellation and Breach of Contract

19.1. Refunds within a certain limit. You have the right to cancel the order within one day of payment. Once you notify us to cancel the order:

19.1.1. We will provide a refund of up to 70%, which will be deducted based on the work's completion level. The unfinished portion will also be refunded.

19.1.2. You will receive a refund within 7-15 working days.

19.2. Remediable Violations. If you seriously violate this agreement, or repeatedly violate it, and such violations are remediable, we will provide you with written notice of the breach and require you to rectify it within 14 days. If you fail to correct the violation within 14 days of being notified, we may terminate this agreement immediately by issuing you written notice. The term “serious” in this Article 19 means that you are causing harm (or attempting to cause harm) to other users, interfering with the operation of the platform, or engaging in any activity we deem to pose sufficient risk to warrant our prompt termination of the agreement. For instance, we consider violations of Article 8 and Article 9 to be serious violations of this agreement that are not remediable.

19.3. Irremediable Violations. If you seriously or continuously breach this agreement, and such breaches cannot be remedied, we may terminate this agreement immediately, without prior notice or written notification to you.

19.4. If you violate this agreement in any manner specified in sections 19.2 and 19.3, we reserve the right to terminate this agreement and will provide you with reasonable notice before the termination of the contract.

19.5. Consequences of breach are as follows:

19.5.1. You will no longer be allowed to access or use the platform or licensed materials.

19.5.2. We may delete or suspend access to any account you hold with us;

19.5.3. You are not entitled to a refund or any other payment; and

19.5.4. The privacy policy will process customer data.

19.6. Our agreement will soon come to an end, but it will not affect any rights and responsibilities accrued by either party at any time prior to the date of termination. Any

provisions in our agreement (whether expressed in writing or implied) that are meant to remain binding after the termination shall continue to do so.

20. Third-party

Except for us or you (or applicable persons to whom rights have been effectively assigned under this agreement), no one else has the right to enforce any terms of this agreement.

21. Entire Agreement

21.1. This agreement constitutes the entire agreement between you and us and supersedes any prior agreements, understandings, or arrangements, whether written or discussed.

21.2. We both agree that neither of us has relied on (and there will be no remedies for) any statements or guarantees not written in our agreement.

21.3. Nothing in this agreement shall limit or exclude any liability for fraud.

22. Dismissal

If any provision of this agreement is found to be illegal, it will not affect the validity and enforceability of the remaining provisions and conditions. This means that if a provision or sub-provision is found to be illegal, it will not apply, but the remainder of the agreement will continue to be fully valid.

23. Transfer of this agreement

We may transfer the rights under this agreement to other companies without your consent, but we will notify you of the transfer and ensure that you are not adversely affected by it.

24. Governing law and jurisdiction

24.1. This agreement is governed by the laws of England and Wales; however, if you reside in another country, you will still enjoy the mandatory protections afforded to you by the laws of that country.

24.2. Any disputes will fall under the non-exclusive jurisdiction of the courts of England and Wales. This means you may bring a claim in the courts of England and Wales or in any other area of the UK where you reside.