

Pixmax Terms of Service

Pixmax user agreement

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You are welcome to use Pixmax related services.

"Pixmax" refers to the "Pixmax" client application and official website legally owned and operated by Rayvision Technology (HK) Limited. and its affiliates (hereinafter referred to as "we"),It also includes software development kits (SDKs) and application programming interfaces (APIs) provided to third-party platforms and applications on behalf of Pixmax or its associated platforms to provide services to users.

Introduction

1.1 This Agreement is entered into by US and the user who agrees to use PIXMAX related services in accordance with this Agreement (hereinafter referred to as "you").Please note that other relevant agreements, activity rules, announcement instructions, in-station letter notices, etc. (together referred to as "platform Rules") related to Pixmax that we have issued, may be issued later, or modified from time to time, constitute an integral part of this agreement and have the same legal effect as this agreement.For subsequent platform rules that we publish or modify, we will provide you with special tips or notify you in an appropriate manner when providing you with corresponding services.If you do not accept or understand any modified terms of this agreement, you can consult with the customer service of Pixmax platform. If you still do not agree with the relevant changes after consulting, you should stop using the functions and services of Pixmax platform from the effective date of the confirmation of the changes,If you continue to use the changes after they take effect, you will be deemed to have fully understood and accepted the changes that have taken effect.

1.2 in order to use Pixmax related services, please be sure to carefully read and fully understand the terms of the Pixmax User Agreement (hereinafter referred to as "this agreement"),In particular, limitation and/or exclusion of liability provisions, privacy policy, account rules, application of law and dispute resolution provisions (including jurisdictional provisions).

1.3 Pixmax's primary service population is adults. If you are under the age of 18, please be sure to read carefully and fully understand this agreement, especially the terms of use related to minors, and use Pixmax only with the consent of the Guardian.

1.4 you click on the web page to register or actually use Pixmax related services, it is deemed that you have fully read, understood and accepted all the contents of this agreement, this agreement will be legally binding on you. If you do not agree or do not understand any content of this agreement, please do not perform the signing action.

1.5 If you have any questions, comments or suggestions about the contents of this Agreement, you can contact pixmax@rayvision.com by sending us an email.

2. Pixmax products and services

2.1 This agreement applies to your access to and use of the AI content generation functions and services provided by Pixmax products in all forms, including but not limited to model training, content generation, information release, interactive communication, search query and other services.

2.2 Pixmax aims to provide artificial intelligence applications and related functions such as literary pictures, literary videos, and graphic videos. It aims to inspire visual content creators such as painters, designers, and artists and assist in their creation. It is also suitable for personalized AI content creation of

mass users.

2.3 we grant you a personal, revocable, non-transferable and non-exclusive legal right to use Pixmax, all other rights not expressly authorized by this agreement remain with us. You will not use Pixmax in any unauthorized form, including but not limited to copying, spreading, adapting, crawling, vertical searching, mirroring or trading, etc., unless you have our prior express written authorization.

3. Pixmax account

You understand and confirm that before you start to register for the use of Pixmax platform services, you should have the capacity for civil conduct that is compatible with your actions as required by the laws of the People's Republic of China. If you do not have the capacity for civil conduct that is compatible with your behavior, please read carefully and fully understand this agreement accompanied by your legal guardian, and obtain the consent of your legal guardian before you can register to use Pixmax platform services. You and your guardian shall bear all consequences arising from your registration and use.

3.1 account registration

3.1.1 You need to register with your real-name mobile phone number before using Pixmax platform services. You may need to provide some necessary information when registering or using Pixmax platform services. In order to ensure that the platform services you enjoy are safe, effective and continuously optimized, you agree to authorize us to verify and reasonably use your necessary personal information. You must ensure that the information you fill in and provide is true, accurate and complete, otherwise you may not be able to use the Pixmax platform services, or may be restricted in the use process, or even affect whether you can use the specific functions of the Pixmax platform. You shall bear the responsibility and loss caused by the untrue, inaccurate or incomplete information you provide.

3.1.2 Your successfully registered account can only be used properly by the single user confirmed during your registration, and shall not be used for purposes such as violating laws and regulations or harming the interests of other parties. It is not allowed to maliciously register accounts in batches; It is prohibited to give, borrow, rent, transfer, sell or otherwise permit others to use the account in any form without our written consent. If we find or have reasonable grounds to believe that the user is not the initial registrant of the account, in order to ensure the security of the account, we have the right to immediately suspend or terminate the service to the registered account, and have the right to permanently disable the account.

3.1.3 You can use Pixmax in a non-login state, but you cannot experience all the functions and services of the product. Before using certain functions and/or certain individual services, such as AI content generation, information release, interactive communication, etc., you must complete account registration or login. And complete the real identity information authentication according to the requirements of relevant national laws and regulations -- collecting mobile phone numbers is the necessary information required to fulfill the requirements of relevant national laws and regulations on the network Real-name system (real identity information authentication). If you refuse to provide your mobile phone number in the registration/login link, We may not be able to provide you with functions and services related to AI content generation, information dissemination, and interactive communication.

3.1.4 We have the right to suspend or terminate your account if you provide any illegal, unethical or information that we think is not suitable for display on the Pixmax platform, or if we have reason to suspect that your information is an automated process or a malicious operation, And refuse you to use all or any part of the Pixmax platform services now and in the future.

3.1.5 We and the Pixmax Platform are not responsible for any registration information of users, including but not limited to the responsibility to identify and verify the authenticity, correctness, completeness, applicability and/or the latest information of any registration information.

3.1.6 You are responsible for keeping the user name, password/verification code and other information of your account, otherwise the legal liability arising from such matters shall be borne by the user. Any use of the Pixmax platform service login account and login credentials is regarded as your own operation, and the electronic information records generated by the operation are valid credentials of the Pixmax platform service user behavior.

3.1.7 When you need to terminate the use of Pixmax platform account services, you can apply for

cancellation of your Pixmax platform account if you understand and agree to the following requirements or conditions:

- (1) You can only apply for cancellation of your own account. Please send an email to pixmax@rayvision.com to contact us for account cancellation;
- (2) You shall still be responsible for your use of Pixmax before canceling your account;
- (3) After the account is canceled and deleted, we will delete or anonymize the information in the account, unless laws, regulations or relevant regulations provide otherwise for the storage time or processing method of the information. After the account is deleted, you will no longer be able to use the account to log in, nor can you retrieve any content or information related to the account.

3.1.8 According to the requirements of relevant laws and regulations, if your account has not been logged in for more than six consecutive months, we will have the right to freeze or withdraw your account. After the account is frozen or withdrawn, the account can no longer be logged in and used. After the account is recycled, the information and usage records stored under the account cannot be restored. Before freezing or withdrawing your account, we will prompt you in an appropriate way. If you do not follow the prompt after receiving the relevant prompt, we will freeze or withdraw the account.

3.2 User account security

After registering your Pixmax account, it is your responsibility to protect the security of your account. You agree:

3.2.1 You shall be fully responsible for all activities using your account, including but not limited to any data modification you make on the Pixmax platform. You should attach great importance to the confidentiality of the account and verification code, and do not disclose the account and verification code to others under any circumstances. When your Pixmax platform account is used without authorization, or any other security issues occur, you should immediately notify us. Except for our legal fault, we will not be liable for any losses that may be caused to you due to delayed notification.

3.2.2 If you do not keep your account and verification code, we cannot and will not assume any responsibility for any loss or damage arising from this.

3.2.3 You are responsible for maintaining the security and confidentiality of your account and verification code, and assume full legal responsibility for your activities in the name of your registered account. You will be fully responsible for any damage to you, us or third parties caused by your failure to keep your account number and verification code.

3.2.4 You are not allowed to transfer or authorize others to use your account in any form without authorization. Pixmax will not assume any responsibility for the losses and consequences caused by your initiative to disclose or lend account information, or because you are attacked or defrauded by others. You can recover from the tortfeasor through judicial, administrative and other remedies.

3.3 Unified Account Service

3.3.1 unless otherwise specified, all the associated platforms of Pixmax use the unified Pixmax account service, and the Pixmax account you have registered is also used for all the associated platforms of Pixmax. The content published under your Pixmax account is also synchronized in all platforms associated with Pixmax. If you log in with your Pixmax account and use the related services of the associated platform, you shall be bound by this agreement and the associated version of the user agreement and platform rules (if any). If the user agreement and platform rules of the associated platform are inconsistent with this agreement, the user agreement and platform rules of the associated platform shall prevail.

3.3.2 In order to improve the publishing efficiency and exposure of the content you generate and publish, you agree that all the content you publish under Pixmax account authorizes us to automatically synchronize to other software and websites we operate with your account, and public information such as your Pixmax account avatar and nickname may be synchronized together.

3.3.3 in order to maintain a good platform order and atmosphere, we may adopt collaborative management measures for the related platforms of Pixmax. For example, if you are punished in Pixmax for violating laws and regulations or this agreement, your use of related services on the platform may also

be affected by the punishment, and vice versa.

4. Protection of User's Personal Information

4.1 respect for user privacy and protect your personal information security is our consistent attitude, we will take reasonable measures to protect your personal information and privacy. We undertake that, unless we obtain the user's consent, we will not collect or use any personal information beyond what is necessary to provide our services, nor will we use such information for purposes other than providing those services. In addition to complying with the personal information protection and privacy policy specifically agreed under this agreement, we hope that you will carefully and completely read the (Pixmax privacy policy) that we have formulated and released in due course for the platform, which will help protect your personal information.

You understand and agree that in order to facilitate your use of Pixmax related services, we have the right to obtain, use, store and share your personal information in an express manner under the premise of complying with laws and regulations. We will not disclose, edit or disclose your personal information and the non-public content you save in Pixmax without your authorization.

You know and agree that we have the right to collect data on the use and behavior of your products or services through technologies such as cookies, and to freely use the desensitized pure commercial data when the data is desensitized so that it is no longer directed to or associated with your personal identity information.

You can contact customer service or send an email to pixmax@rayvision.com.com to apply for access, reproduction, correction, supplement or deletion of personal information, the process requires identity verification, after verification, we promise to complete the verification and processing within a reasonable period of time (e. G. 30 working days).

4.2 We will use various security technologies and procedures and establish a sound management system to protect your personal information and prevent your information from being improperly used or subjected to unauthorized access, use or disclosure.

4.3 Without your consent, we will not disclose your personal information to any other US, organizations and individuals, unless:

- (1) Requirements under applicable laws and regulations, or by judicial or administrative authorities;
- (2) Transferred for the purpose of completing a merger, split, acquisition, or asset transfer;
- (3) It is necessary to provide the services you request;
- (4) Circumstances in which personal information may be transferred or disclosed to third parties in accordance with the Privacy Policy or other applicable agreement terms.

5. User behavior specification

5.1 you guarantee the reasonable use of Pixmax related services, and accept this agreement and our timely development and release of other policies, rules, announcement statement. You shall be responsible for your use of Pixmax related services, and unless permitted by law or with our prior written permission, your use of Pixmax platform related services shall not have the following acts:

5.1.1 Use any plug-in, plug-in, system or third-party tools without our authorization or permission to interfere, destroy, modify or exert other effects on the normal operation of Pixmax related services.

5.1.2 Any behavior that endangers computer network security by using or aiming at Pixmax-related services, including but not limited:

- (1) Illegal intrusion into the network, interference with the normal function of the network, theft of network data and other activities that endanger network security; Use Pixmax to publish, transmit, spread, and store content that endangers national security, national unity, and social stability, or insult, slander, pornography, violence, cause anxiety to others, and any content that violates national laws, regulations, and policies, or set up screen names and role names that contain the above content; Publish, transmit, and spread illegal advertising information, marketing information, and junk information, etc., and use Pixmax to infringe others' legal rights or interests such as intellectual property rights, portrait rights, privacy rights, reputation rights, and personal information;
- (2) Provide procedures and tools specifically for engaging in network intrusion, interference with normal network functions and protective measures, theft of network data and other activities that

endanger network security, including but not limited to: use of unauthorized data or access to unauthorized servers/accounts; Without permission to enter the public computer network or other people's computer system and delete, modify, add storage information; Without permission, attempt to explore, scan, test the "software" system or network weaknesses or other acts of undermining network security; Attempt to interfere with or damage the normal operation of the software system or website, intentionally spread malicious programs or viruses, and other acts of sabotage and interference with normal network information services; Forge TCP/IP data packet names or partial names; Use the platform and services to upload any viruses, Trojans, or worms that endanger the health of the network;

- (3) Knowing that others engage in activities that endanger network security, provide them with technical support, advertising promotion, payment and settlement assistance;
- Use of unauthorized data or access to unauthorized servers/accounts;
- (5) entering a public computer network or another person's computer system without permission and deleting, modifying or adding stored information;
- (6) Unauthorized attempts to probe, scan, or test for weaknesses in the Pixmax platform or network, or other actions that undermine network security;
- (7) Attempting to interfere with or destroy the normal operation of the Pixmax platform, deliberately spreading malicious programs or viruses, and other acts that disrupt and interfere with normal network information services;
- (8) Reverse-engineer, reverse-assemble, compile, or otherwise attempt to discover the source code of Pixmax-related services; Modify, disable any functionality of, or create derivative works based on, the Software and Website without permission. Remove any proprietary claims or labels from Pixmax software or documentation, or incorporate other software with Pixmax;
- (9) malicious registration or use of Pixmax accounts, including but not limited to frequent and batch registration of accounts, renting and lending of accounts to others for use, multi-client and multi-IP address login, frequent download of models exceeding the reasonable number of uses, etc, Conduct any behavior that undermines the fairness of the services we provide or affects the normal order of the application, such as actively or passively brushing points, cheating in partnership, using plug-ins or other cheating software, and using bugs (also called "loopholes" or "defects") to obtain improper illegal benefits, Or use the Internet or other means to plug, cheating software, BUG public;
- (10) Violation of laws and regulations, this Agreement, our relevant rules and other acts that infringe upon the legitimate rights and interests of others.

If we have reason to believe that your behavior violates OR may violate the above agreement, we can independently judge and deal with it, and have the right to terminate the service to you at any time without prior notice, and pursue relevant responsibilities according to law.

5.1.3 Information Content Specification: in order to create a good network ecology, protect the legitimate rights and interests of citizens, legal persons and other organizations, and safeguard national security and public interests, We will consciously practice socialist core values and create a clear cyberspace in accordance with laws and administrative regulations such as the National Security Law of the People's Republic of China, the Cyber Security Law of the People's Republic of China, and the Measures for the Administration of Internet Information Services, And carry out the promotion of positive energy, disposal of illegal and bad information and other related activities. Users also promise to abide by the "seven bottom lines" of laws and regulations, the socialist system, national interests, citizens' legitimate rights and interests, public order, social morality and information authenticity ".

5.2 you agree that any content you download, access or use from US or other users is at your own risk and subject to these Terms and/or the terms accompanying such content:

5.2.1 without our written permission, any user and third party are not allowed to directly or indirectly steal the models, pictures, articles and other information contents of Pixmax related services in any way (including but not limited to chain theft, redundant theft, illegal grabbing, simulated downloading, deep links, fake registration, etc.), Or delete or change the rights management electronic information related to the content of the information in any way (including but not limited to hiding or modifying the domain name, platform-specific identification, user name, etc.).

5.2.2 with our written permission, the sharing and forwarding of information content of Pixmax-related services by users and third parties shall also comply with the following specifications:

- (1) For crawling, counting, obtaining relevant search hot words, content classification, search volume, download volume, collection volume and other related data, without our prior written consent, the above data shall not be publicized, provided, or disclosed in any way To any third party;
- (2) shall not make any changes in any form to the source web pages of Pixmax related services, including but not limited to the homepage links, tool links and other portals of Pixmax related services,It is also not allowed to obstruct the display of the source page of Pixmax-related services in any form, such as blocking, inserting, popup windows, etc;
- (3) Safe, effective and strict measures shall be taken to prevent the information content of Pixmax-related services from being illegally obtained by third parties through any form including but not limited to "spider" (spider) procedures;
- (4) The relevant data content shall not be used for any purpose other than the scope of our written permission, for any form of sale and commercial use, or to disclose to third parties, provide or allow third parties to use in any way.

5.3 You shall respect privacy and ethics, take care to protect data security, and shall not enter or share any unauthorized personal information, confidential information (including but not limited to trade secrets) and other types of unauthorized information;You should respect the legitimate rights and interests of others, ensure that the content you enter is legal and compliant, is owned by you or has been legally authorized, shall not enter or share any unauthorized content, and shall not infringe upon the intellectual property rights, personality rights and other rights of others;It is not allowed to impersonate others to carry out illegal activities such as infringement and illegal acts, and it is not allowed to use new technologies and new applications such as deep learning, virtual reality, and generative artificial intelligence to generate, produce, publish or spread rumors, false information and other illegal content.

5.4 In order to remind users that the relevant content is generated and synthesized by artificial intelligence, we will add artificial intelligence-generated synthetic identification (including the explicit identification visible to the naked eye on the generated synthetic content in accordance with the requirements of laws and regulations,And implicit identifications that are embedded in the generation of synthetic content meta-files through specific technical means, which cannot be directly perceived, but can be extracted and identified through technical means), in order to avoid user confusion or misidentification of non-real information generated by artificial intelligence or other information content that may lead to public confusion or misidentification.Please carefully read and understand the identification management requirements in relevant laws and regulations such as the "Artificial Intelligence Generated Synthetic Content Identification Method", "Network Security Technology Artificial Intelligence Generated Synthetic Content Identification Method" and mandatory national standards,The logo we add to the AI content must not be obscured, painted, modified or deleted in any way.

5.5 The information and content you produce, comment, publish, and disseminate (including but not limited to models, pictures, comments, etc. uploaded to the Pixmax platform) should consciously abide by laws and regulations, the socialist system, national interests, the legitimate rights and interests of citizens, and social public order, Morality and information authenticity and other "seven bottom lines"requirementOtherwise, we have the right to immediately take appropriate measures including deleting the content and account.You agree and undertake not to produce, reproduce, publish or disseminate the following information and content:

- (1) opposing the basic principles established by the Constitution;
- (2) endangering national security and divulging state secrets;
- (3) Subverting state power, overthrowing the socialist system, inciting secession, and undermining national unity;
- (4) Damage to national honor and interests;
- (5) promoting terrorism and extremism;
- (6) promoting ethnic hatred and ethnic discrimination and undermining national unity;
- (7) Inciting regional discrimination or regional hatred;
- (8) undermining the state's religious policies and promoting cults and feudal superstitions;
- (9) Fabricating or spreading rumors or false information to disrupt economic and social order or undermine social stability;
- (10) Spreading, spreading obscenity, pornography, gambling, violence, murder, terror or abetting crime;

- (11) Endangering network security, using the network to engage in endangering national security, honor and interests;
- (12) insulting or slandering others, infringing upon the legitimate rights and interests of others;
- (13) carrying out violent intimidation or threat to others, or carrying out human flesh search;
- (14) Involving other people's privacy, personal information or data;
- (15) Spreading foul language to impair public order and good customs in society;
- (16) Infringing upon the legitimate rights and interests of others, such as privacy, reputation, portrait, intellectual property, etc;
- (17) Dispersing commercial advertisements, or similar Solicitation messages, over-marketing messages, and spam;
- (18) use the website commonly used language other than other language comments;
- (19) has nothing to do with the information commented on;
- (20) The information published is meaningless, or the character combination is deliberately used to avoid technical review;
- (21) infringing upon the lawful rights and interests of minors or harming the physical and mental health of minors;
- (22) secretly photographing or recording others without their permission, infringing upon the legitimate rights of others;
- (23) Containing terrorist, violent, bloody, high-risk content that endangers the performer's own or others' physical and mental health, including but not limited to the following situations:
 - Any violent and/or self-harming content;
 - Any content that threatens life and health and endangers the personal and/or property rights of oneself or others performed with dangerous instruments such as knives;
 - Content that encourages or induces others to participate in dangerous or illegal activities that may cause personal injury or death;
- (24) Other information that violates laws, regulations, policies, public order and good customs, interferes with the normal operation of the Pixmax platform, or infringes the legitimate rights and interests of other users or third parties.

5.6 we have set up a complaint reporting channel, you can take complaints and reports on all kinds of illegal acts, illegal and harmful information according to our public complaint reporting portal, and we will accept and handle your complaints and reports in a timely manner. In order to jointly create a clean and healthy cyberspace.

6. Intellectual Property

6.1 You understand and agree,Any codes, trademarks, service marks, trade names, graphics, artwork, photographs, portraits, text content, audio, video, button icons, as well as computer software, logos, digital downloads, data compilations, etc. contained in the services provided by the Pixmax platform are the property of US or its content providers,Protected by the relevant laws and regulations of the People's Republic of China on copyright, trademark rights and other property ownership, you shall not engage in any act that infringes our intellectual property rights or other rights and interests or those of any third party.

6.2 you understand and agree that, unless otherwise agreed, the ownership, intellectual property rights and other legal rights of the User Content you upload and publish through the Pixmax platform belong to you or your licensor.In order to better share and promote user content and increase its communication value and influence, you agree and/or ensure that the actual right holder agrees:

6.2.1 The content you upload and publish when using Pixmax-related services (including but not limited to models, text, pictures, audio, video and other forms of content and all components of music, sound, lines, visual design, dialogue, etc.) are original by you or have been legally authorized (and include subauthorization) , There is no infringement of intellectual property or rights of third parties.The intellectual property rights of the content you upload and publish through Pixmax platform belong to you or the original copyright owner; The ownership of the pictures you generate online by using Pixmax platform belongs to you, and you agree to authorize and use the relevant pictures according to the

agreement.

6.2.2 With your authorization, we have the right to protect your rights in our own name or by entrusting a professional third party when necessary, on behalf of you, in the forms including but not limited to: monitoring infringement, sending rights protection letters, filing a lawsuit or arbitration, etc.

6.2.3 You have the ownership, control and responsibility for the Content you post or otherwise make available on the Pixmax Platform. Your Content shall not violate any of the contents of this Agreement, applicable laws and regulations, or infringe or misappropriate any rights of any person or entity. If we have any doubts about your content violating the above agreement, we can delete your content at our own discretion at any time; If you have any objection to the processing result, you can contact us through the contact information of this agreement and provide materials for negotiation.

6.2.4 You should use this service as a tool to assist authoring in good faith. If you plan to make public distribution or commercial use of the generated content, you should conduct necessary review on whether the generated content and usage behavior comply with laws and regulations, and if necessary, you should also seek professional legal advice, To minimize the risk of intellectual property infringement.

6.2.5 In order to continuously improve the services provided to you by Pixmax, for any files or contents (including but not limited to models, pictures, training data, etc.) that you input, generate and upload to Pixmax, You expressly grant us a worldwide, perpetual, free, non-exclusive, multi-level sublicensable right to use, display, download and/or distribute the above-mentioned documents or content and derivative works created or assets generated according to your instructions in any form in the current or future media of the Internet. The above license is used for Pixmax and our other related business platforms, including but not limited to some or all of the services (and their derivative works) promoted and redistributed in any media format and through any media channel, Improve and enhance our artificial intelligence models and product services, as well as ensure the security and stability of our services. If you do not want us to use the above-mentioned purposes, you can contact us through the feedback page or by sending an email to pixmax@rayvision.com.

6.3 When Content contains a reasonable and customary license statement (such as an open source license), such Content shall be subject to the terms of such license for further access, distribution or use, and neither party may remove the reference to any such license.

7. User's Default and Handling

7.1 For your breach of this Agreement or other terms of service, We have the right to independently judge and take measures such as warning in advance, refusing to publish, immediately stopping transmission of information, deleting content or comments, short-term prohibition of publishing content or comments, restricting part or all of the functions of the account until terminating the provision of services, and permanently closing the account. We do not assume any responsibility for the consequences such as your inability to normally use your account and related services, and your inability to normally obtain assets or other rights and interests in your account. We have the right to announce the processing results, and have the right to decide whether to restore the use of the relevant account according to the actual situation. We will keep relevant records for suspected violations of laws and regulations and suspected crimes, and have the right to report to the relevant competent departments, cooperate with the relevant competent departments in investigation, and report to the public security organs in accordance with the law. We have the right not to restore deleted content.

7.2 We respect and protect the intellectual property rights, reputation rights, name rights, privacy rights and other legitimate rights and interests of users and others. You guarantee that the text, images, and models uploaded during the use of Pixmax services, or the text, images, and videos generated by models provided by other users, will not infringe upon the intellectual property rights, reputation rights, name rights, privacy rights, and legitimate rights and interests of any third party. Otherwise, we have the right to remove the allegedly infringing content upon receipt of notice from the right party or related party. For all the claims made by the third party, you should handle and bear all the legal responsibilities that may arise; If we and our affiliates, controlling companies, successor companies or other users suffer losses (including but not limited to economic and goodwill losses) as a result of your infringement, you shall also fully compensate us and our affiliates, controlling companies, successor companies or other users for all

losses suffered.

7.3 You are solely responsible for your use of Pixmax services, and if you use (or cannot use) services (including but not limited to any content or data posted or used by you in violation of user agreements, laws and regulations, and any other party's use of your content for any service), you shall indemnify us and related parties for all liability and expenses (including attorney's fees), unless the claim is directly attributable to Pixmax's fraud, gross negligence or intentional criminal conduct, this liability shall not apply.

7.4 you agree that we have the right, as an independent third party, to make an independent investigation and handling decision based on the facts of the dispute we have learned and in accordance with the Pixmax dispute resolution rules, with the degree of ordinary people's duty of care. If you are not satisfied with the relevant decision, you still have the right to take other legal dispute settlement channels to resolve the dispute, but you agree to perform the investigation and handling decision made before obtaining a final decision through other dispute settlement channels.

7.5, if we find, receive reports or complaints from others that you violate this agreement or violate laws, regulations and relevant national regulations, we have the right to take measures such as warning, freezing, termination/suspension/restriction of account number, cancellation or termination of this agreement, or compensation for damages.

8. Scope of Liability and Limitation of Liability

8.1 our services are provided as they are and available, we hereby expressly make no warranty, express or implied, with respect to the services, including but not limited to the suitability, absence of omissions, continuity, accuracy, reliability, or suitability for a particular purpose.

8.2 in view of the limitations of science and technology at this stage and the principle of artificial intelligence generation technology, it is difficult for us to guarantee the authenticity, accuracy, reliability and uniqueness of the generated content. The results of the generation of the same or similar input content may be uncertain, so we make no guarantee for the generated content. You should make your own objective and prudent judgment and verification of the generated content, You shall bear the consequences and responsibilities (including but not limited to the risks arising from your judgment on the authenticity, accuracy, reliability, uniqueness and non-infringement of the generated content) arising from any judgment made by you based on the generated content or subsequent related operations made accordingly. We attach great importance to the content security of artificial intelligence-generated results, and will strive to take reasonable security measures to filter inappropriate/harmful content of model output, and ensure that its output results meet the specification expectations as much as possible, but we cannot completely rule out the occurrence of errors. If you encounter this kind of situation, please give us feedback in time, we will deal with it in time, and continue to optimize the platform service.

8.3 we perform our basic guarantee obligations in accordance with the law, we shall not be liable for any of the following circumstances, such as obstacles to the performance of the agreement, defects in performance, delay in performance or changes in the content of performance:

- (1) Due to force majeure factors such as epidemics, typhoons, earthquakes, tsunamis, floods, power outages, wars, terrorist attacks, judicial administrative orders, etc;
- (2) Due to power supply failure, communication network failure and other public service factors or third party factors;
- (3) In the case where we have done our best to manage in good faith, due to factors such as equipment maintenance, equipment or system failure, network information and data security.

8.4, we do not guarantee the truthfulness, accuracy and completeness of all other people's and third-party information, content or advertising and any other information (hereinafter collectively referred to as "information") that you obtain from Pixmax, except as expressly provided by law. You fully understand and agree that, in view of the particularity of the Internet system and environment, the information you publish and share when using Pixmax related services may be copied, reproduced, tampered with or used for other illegal purposes by others, and you are fully aware of the existence of such risks here. We acknowledge that such risks are entirely at your own risk and that we are not liable for any direct, indirect, incidental or derivative loss or liability for any transactions or actions that do not

occur directly with us.

8.5 we obtain the right to review and deal with illegal content in accordance with relevant laws and regulations, this agreement and platform rules, this right does not constitute our obligation or commitment, and we cannot guarantee that illegal activities will be detected or dealt with accordingly in a timely manner.

8.6 Except in the case of a valid judicial decision, we shall not be liable for any indirect, incidental, special or punitive damages arising from Pixmax-related services, even if we have been informed in advance of the possibility of such damages.

9. Terms of Use for Minors

9.1 If you are a minor under the age of 18, you should carefully read and agree to this agreement under the supervision and guidance of your guardian and obtain the consent of your guardian before using Pixmax related services. If you do not obtain the consent of the Guardian, The Guardian can notify the platform to process the relevant account through the platform publicity channel, and the platform has the right to restrict the functions and use of the relevant account, including but not limited to browsing, publishing information, interactive communication and other functions.

9.2 we attach importance to the protection of minors' personal information, minor users should strengthen their personal protection awareness and be cautious when filling in personal information, and should correctly use Pixmax related services with the consent of the Guardian and under the guidance of the Guardian.

9.3 Minor users and their guardians understand and confirm that if you violate laws and regulations or the content of this agreement, you and your guardian shall bear all legal responsibilities that may result from this in accordance with the law.

Special tips for 9.4 Minor users

9.4.1 when using Pixmax related services, minors should learn to use the internet correctly within a reasonable range under the supervision and guidance of their guardians, avoid indulging in virtual cyberspace, and develop good Internet habits.

Young users must comply with the "National Youth Network Civilization Convention":

- (1) to be good at online learning, do not browse bad information;
- (2) to be honest and friendly exchanges, do not insult fraud others;
- (3) to enhance the awareness of self-protection, not random dating netizens;
- (4) to maintain network security, not to disrupt the network order;
- (5) to be beneficial to physical and mental health, do not indulge in virtual time and space.

9.4.2 in order to better protect the privacy rights and interests of minors, we specially remind you to publish the content containing minors' materials carefully. Once published, it will be deemed that you have obtained the consent of the right holder to display minors' portraits, voices and other information in Pixmax related services, And allow us to use and process such minor-related content in accordance with this Agreement.

9.5 Guardian special tips

If your ward uses Pixmax-related services, you, as the Guardian, shall guide and supervise the registration and use of the ward. If your ward applies for registration of a platform account, we shall have the right to consider that he has obtained your consent.

10. Costs

We have paid a lot of costs for Pixmax related services. The services we provide to you may include free services or paid services. The specific Platform page display shall prevail. You can choose free services or paid services according to your needs. You understand and agree that we may adjust the charging standards and methods of services based on the needs of business development, or we may start charging for some free services, and we will notify or publicize them through the platform page. For the sake of clarity, our provision of free services through the Pixmax platform should not be considered a waiver of the right to subsequent charges.

11. Formation, Termination and Dispute Resolution of the Agreement

11.1 The establishment, entry into force, performance, interpretation and dispute settlement of this Agreement shall be governed by the laws of the People's Republic of China. If any provision of this Agreement is invalid due to conflict with the laws of the People's Republic of China, these provisions shall be reinterpreted and applied in accordance with the principle of being as close to the purpose of the original provisions of this Agreement as possible on the premise of not violating the laws, and other provisions of this Agreement shall still have complete validity and effect.

11.2 You have the right to terminate this Agreement by any of the following means:

- (1) Cancel your account through the Pixmax platform service page when the account cancellation conditions are met;
- (2) Before the change of this Agreement takes effect, you stop using it and express your unwillingness to accept the change;
- (3) you expressly do not want to continue to use Pixmax platform services, and meet the use of platform services termination conditions.

We have the right to unilaterally terminate this Agreement 11.3:

- (1) If you violate this Agreement, we terminate this Agreement in accordance with the terms of the breach;
- (2) You publish false information, infringe on the legitimate rights and interests of others, or have other serious violations on the Pixmax platform;
- (3) Other circumstances in which the service should be terminated.

11.4 you understand and agree that the termination of this agreement does not automatically exempt you from the relevant obligations that you should perform during the effective period of this agreement. If you have any breach of contract before the termination of the agreement, we still have the right to hold you liable for breach of contract after the termination of the agreement.

11.5 the signing place of this agreement is the location of Pixmax platform operator. If you have any dispute with us, both parties should try their best to resolve it through friendly negotiation. If the negotiation fails, you agree to submit the dispute to the people's court with jurisdiction in Haidian district of Beijing, where Pixmax is located.

12. Other

12.1 In order to provide you with better services or due to changes in national laws and regulations, policy adjustments, technical conditions, product functions, etc., we will revise this agreement in due course, and the revised content constitutes an integral part of this agreement. After this Agreement is updated, we will issue an updated version on the Pixmax platform, and remind you of the updated content through an official website announcement or other appropriate methods before the updated terms take effect, so that you can keep abreast of the latest version of this Agreement. You can also check the terms of the latest version on the homepage of the website. If you continue to use Pixmax related services, it means that you have agreed to accept the revised content of this agreement; If you do not accept the revised content of this agreement, you should stop using Pixmax related services.

12.2 The headings in this Agreement are for convenience only and do not affect the meaning or interpretation of any provision of this Agreement.

12.3 you and we are separate entities, under no circumstances shall this Agreement constitute any express or implied warranty or condition of any kind by us to you, nor shall it constitute an agency, partnership, joint venture or employment relationship between the parties.