

User Registration Agreement For APP Store

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【Introduction】

Thank you for choosing APP Store services.

To better use APP Store services, we advise you to read and abide by the "APP Store Registration Agreement" ("Agreement") and the "Telpo Privacy Policy". Please read carefully and fully understand the provisions of this Agreement. If you have any questions about this Agreement, you could contact our customer service who will further explain the details to you. If you do not agree to any content of this Agreement, or cannot accurately understand our interpretation of the terms, please do not perform any follow-up operations. Once your product/service information is uploaded to the APP Store, you are deemed to have read, understood, and agreed to the relevant provisions of this Agreement and have agreed that this Agreement is legally binding on you and Telpo. At that time, you should not claim that this Agreement is invalid or request to cancel this Agreement by not reading the content of this Agreement.

Please be aware that, for EEA Users, we only provide our services and collect data from legal entities or unincorporated entities such as companies, businesses, and other organizations ("EU Organization User" or "You") in accordance with local laws (in particular, the General Data Protection Regulation). If you are not an individual representing one of these organizations, please do not register for a Telpo account and use our services, nor provide us with any of your personal data. If you are an individual representing one of these organizations, please also do not provide us with your personal information. We will treat all the data you provide to us as organizational information, but not personal information. Except as otherwise specified herein, the terms of this Agreement apply equally to EU Organization Users. If there is any inconsistency between the special provisions for EU Organization Users and other agreements, service rules, policies, and instructions issued by Telpo, the special provisions for EU Organization Users shall prevail.

In addition to this Agreement, all the agreements, service rules, policies, and instructions that we have issued or may issue in the future about the services offered by TelpoI to you are deemed as supplementary agreements to this Agreement, which are inseparable parts of this Agreement and have the same legal effect as this Agreement. Please pay attention to and read the above-mentioned supplementary agreements in a timely manner. If part or all of the terms of the supplementary agreements are deemed invalid, the validity of other agreements or terms of the agreements shall not be affected.

If you use the services provided by the Partners Platform on behalf of your organization, you must confirm that you have obtained legal written authorization from the corresponding organization before using; otherwise, Telpo shall not be able to provide the services for you. If your unauthorized use of the services of the APP Store causes damage to Telpo or a third party, you shall be liable for the corresponding compensation.

1. Definition

The "APP Store Registration Agreement" ("Agreement") is applicable to all developers who use the APP Store. This Agreement is jointly signed by a legal entity ("Partner" or "You") that agree and promise to comply with the provisions of this Agreement to use open platform services and Telepower Communication Co., Ltd. ("Telpo")

APP Store: Refer to the official website(www.telpostore.com) and relative pages that owned and operated by Telpo

Cooperative partners: Including but not limited to developers and service providers of the APP Store, as well as partners that may cooperate with Telpo with business development in the future.

Developer: The natural person, legal person, or other organization ("Developer" or "You") that develops or improves applications based on the API interface provided in the open platform after valid registration and application in accordance with the application market process.

User: Units or individuals that directly or indirectly use the applications and services developed by partners based on the APP Store, as well as network visitors who browse information about Telpo partner applications and services.

2. Account Registration and Information Authentication

1. Telpo shall only provide services to the partners that meet the following qualifications. If not, you shall stop registering or using Telpo services immediately; otherwise, Telpo has the right to suspend or terminate your user status at any time

1) If you are an EU Organization User, you shall be a legal or unincorporated entity with full civil rights and full civil capacity and able to assume civil liabilities independently

2) If you are not an EU Organization User, you shall be a natural person, legal or unincorporated entity with full civil rights and full civil capacity and able to assume civil liabilities independently

Before using Telpo services, you must complete the account registration and information authentication. In addition to following the instructions on the registration and authentication page, you shall also comply with the following requirements:

1) You shall provide true, complete, and accurate information, and not use others' information or provide other false, inaccurate, or invalid information to Telpo to complete registration and authentication.

2) If you are an EU Organization User, in addition to complying with the requirements in (1), you shall provide only organization data to Telpo as required by the registration and authentication page. For the avoidance of misunderstanding, the organization data you offer to Telpo may not and should not include

personal data; Telpo shall assign you a system-generated nickname and avatar based on the organization data provided by you.

After registration or authentication, if you are found to have fraudulently registered with false, inaccurate, or invalid information, Telpo has the right to unilaterally take measures to request you to correct the information in a limited time, delete the information, suspend the use, cancel the account and terminate part or all of the services provided to you without notice, etc. Telpo shall not be responsible for any suspension or termination of the services thus caused, and you shall bear all the adverse consequences. You shall also be responsible for the loss caused total PO, if any.

You shall correct inaccurate information and update and improve the information in a timely manner. If your failure to correct or update your information in time causes Telpo to be unable to provide services to you as agreed or causes you to incur any loss or expense in the process of using Telpo products or services, you shall be responsible for the consequences arising therefrom.

The Telpo account belongs to Telpo, and the User only has the right to use the Telpo account after completing the registration and authentication

3. Account Security and Terms of Use

1. You shall properly keep your account number, password, and other valid identification information. You shall be responsible for any loss or damage caused by the disclosure or loss of your account number, password, or other valid identification information or theft or tampering of your account number and password due to your personal reasons. You shall be responsible for all actions you take with your account and password, without any liability on the part of Telpo.

2. If you find that your account or password has been fraudulently used or stolen by others, please immediately notify Telpo in an effective manner and request Telpo to suspend the services; Telpo shall not be liable for your loss within a reasonable period of time for taking action.

3. Except as otherwise agreed herein, you shall not transfer, sell or lend your account, password or account to others. Any information edited or posted or any actions taken through your account shall be considered as your own. If you authorize another person to use your account, you shall be solely liable for all actions that occur under that account

You understand and agree that you may not use your Telpo account or the services to create, copy, publish, or distribute the content:

- 1) Against the fundamental principles set out by the Constitution of the People's Republic of China;
- 2) Endangering national security, leaking state secrets, subverting state power and undermining national unity
- 3) Against national honor and interests

- 4) Inciting ethnic hatred, causing ethnic discrimination and undermining national unity
- 5) Undermining national religious policies and promoting evil cults and feudal superstition
- 6) Spreading rumors, disturbing social order, and destabilizing society
- 7) Disseminating obscenity, pornography, gambling, violence, brutality, terrorism or abetting the crime
- 8) Insulting or defaming others, infringing on the legitimate rights and interests of others
- 9) Infringing upon portrait rights, privacy rights, trade secrets or any other legal rights and interests of others
- 10) Containing other content prohibited by laws and administrative regulations

Please remind that you must not use Telpo services to endanger network security, engage in any illegal or irregular activities, violate this Agreement and the relevant rules of APP Store, or infringe upon the legitimate rights and interests of others. Notwithstanding the foregoing, Telpo does not assume any responsibility for the use and purpose of your use of Telpo services. If you violate the relevant laws or the provisions of this Agreement and use Telpo services to cause damage to the legitimate rights and interests of a third party, you shall be fully responsible for the losses of the third party and Telpo shall not be responsible for any of them.

Telpo shall have the right to restrict or close the User's account, suspend or terminate all or part of the services under this Agreement and delete the user's relevant data without any liability to the user, if Telpo, in its unilateral and independent judgment, believes that national security, public safety, public interest, the legitimate rights and interests of Telpo or others may be jeopardized in the following circumstances (not exhaustive):

- 1) Telpo believes that the information provided by you is not true, complete or accurate, including but not limited to theft of others' document information for registration.
- 2) Telpo finds that you have transferred, sold, or lent your Telpo account to others without the consent of Telpo.
- 3) Telpo finds that you are using Telpo services to engage in illegal activities.
- 4) Telpo believes that you have violated this Agreement and the relevant agreements or rules of the APP Store.
- 5) As required by laws or by the competent authorities.

You agree to indemnify and hold harmless Telpo and partners from any claims, demands, or losses, including reasonable attorney's fees, asserted by Telpo or third parties arising out of or resulting from your violation of this Agreement or the specific terms or agreements of Telpo services. In this regard, Telpo has the right to take measures including but not limited to suspension of use, restriction of use, termination of services, recall of account, and pursuit of legal responsibilities, depending on the nature of your actions.

4. Instructions for the Use of Development Management Functions

1. You guarantee that the applications you develop and upload and the services you provide through the APP Store meet the following requirements:

- 1) Relevant legal qualifications are available or permits or approvals from relevant departments have been obtained, and the legitimate rights and interests of any third party, such as intellectual property rights,

have not been violated, and the relevant qualifications or supporting documents can be submitted upon request by Telpo.

2) Relevant laws, technical specifications, standards and relevant rules issued by the APP Store from time to time have been complied with, and the safe and stable operation of the software and services has been guaranteed.

3) Relevant information and content in the software and services (including but not limited to messages, notices, comments, names, etc.) do not violate the provisions of relevant laws, regulations, policies and public order and morals, etc., and do not violate the legitimate rights and interests of any person; otherwise, you shall promptly take rectification, deletion, disconnection or other effective measures.

4) The collection of data from users of the software and services shall comply with the principles of legality, propriety and necessity, be subject to the users' full and valid consent, and respect their right to choose.

5) The log information of software and service users is recorded and kept for 60 days.

6) Other laws and regulations, technical specifications, standards and the relevant rules of the APP Store have been complied with.

2. If Telpo finds that the application developed and uploaded by you through the Partners Platform and the services provided by you have the following conditions, Telpo has the right to prohibit your account and the devices under your sub-account from continuing to use the application software, and shall not be responsible for the failure of others to access your uploaded application.

1) The application or service infringes on the intellectual property rights of Telpo or a third party;

2) The application or service violates the laws

3) The application or service violates Telpo rules, agreements, or related policies

4) The application or service may contain a virus, Trojan horse or other malicious code, as determined by Telpo

5) The application or service creates unreasonable obligations for Telpo beyond those contained herein

6) The application obtains unauthorized access to Telpo data or personal information of others

7) Other circumstances that may damage the rights and interests of Telpo or third parties

If you want to use this service to provide paid applications to third parties, you should sign the "Cooperation Agreement for Paid Applications of APP Store" with Telpo.

3. Telpo only provides you with application upload management interface service and application development guidelines for you, so that you can distribute the application to Telpo devices under your account sub-account, or develop other applications applicable to Telpo devices. The legal responsibilities arising from the applications developed and uploaded on the APP Store and the services provided shall be borne by you, instead of Telpo.

5. Account Cancellation

1. Telpo reserves the right to cancel your account if:

- 1) Your behaviors are in serious violation of laws and regulations and the provisions of this Agreement
 - 2) The national competent authority makes such a request.
2. If you submit an account cancellation application to Telpo, your account can be canceled after Telpo's review, provided that your account meets the following conditions:
- 1) The account is in normal status, not involved in disputes (including acting as complainant and respondent), and has not been taken restrictive measures by the competent authorities
 - 2) There are no other outstanding rights and obligations in the account or no dispute will arise from the cancellation of the account
 - 3) Other circumstances that may affect account cancellation.
3. If you need to cancel your account, you shall follow the procedures required by Telpo to submit a cancellation application. The account shall be canceled only after Telpo's approval. The account cancellation shall be effective from the date Telpo notifies you through the email or SMS filled out by the user.
4. If your account is involved in disputes, including but not limited to complaints, reports, lawsuits, arbitration, investigations by national competent authorities, in the process of account cancellation, Telpo has the right to suspend or terminate the cancellation process of your account without obtaining your consent.
5. You have fully understood and agreed that after account cancellation, you will not be able to continue to use the services provided by Telpo and no longer have the rights and interests related to your account. After the expiration of the legal period, the content or data related to your account will be irreversibly deleted or anonymized.
6. You shall be solely liable for any inconvenience or adverse consequences arising from the cancellation of your account.

6. Data Protection

1. Telpo values the protection of user information. The Telpo Privacy Policy presents how Telpo will collect, use, store, share and protect your information. Please refer to the Telpo Privacy Policy for more details. If you are an EU Organization User, you should not provide us with any personal data, including but not limited to your staff's personal data, in accordance with local laws.
2. You understand and agree that the data you collect, store, upload, download, distribute, process, use and handle by other means through the APP Store and related services, as well as the data backed up by the backup tools that Telpo may configure, are your business data, except for the data provided by Telpo for you through the APP Store and the data otherwise agreed between Telpo and you. You should guarantee the legality and legitimacy of the source and content of your business data. You shall be fully responsible if you violate the law by collecting, storing, processing, and using your business data, violate others' portrait rights, privacy, personal

information, trade secrets, or any other legal rights and interests, and cause damage to the state, society or others.

3. Except in accordance with this Agreement and other agreements between you and us, and for the purpose of executing instructions given by you in the course of your use of Telpo products or services, we shall not collect, store, use, or provide any unauthorized access to your business data, unless:

- 1) We comply with the requirements of laws and regulations
- 2) We cooperate with the national competent authority to inquire and access your business data in accordance with the laws
- 3) We resolve disputes between you and us or disputes between third parties and us arising from your actions
- 4) We fulfill the agreements between you and us
- 5) We provide products or services for you
- 6) We improve and enhance the quality of products or services
- 7) Other cases that you and we agree on separately

7. Risk Assumption

1. Telpo shall make effort to promote the correctness, continuity, timeliness and safety of Telpo services according to the current technical level, but shall not bear any express or implied guarantee responsibility for this to the maximum extent permitted by laws and regulations. You agree to assume all risks associated with the use of Telpo services and any damages that may result from such risks, and Telpo shall not be liable for any direct, indirect, consequential or special damages arising out of your use of the services or inability to use the services, including, but not limited to, loss of business profits, interruption of trade, loss of information or data, even if Telpo has been advised of the possibility of such damages. Telpo shall not be liable for your failure to use Telpo services normally due to faults of software and hardware such as servers, communication networks and mobile smart terminals, technical adjustment made by telecommunication departments, computer viruses, malicious attacks and other unpredictable factors. Notwithstanding the foregoing, we shall take reasonable actions to restore the services to normal.

2. To the extent permitted by applicable laws, Telpo reserves the right to suspend, terminate or modify the services or suspend, terminate or modify the services for some users at any time at its sole discretion and without prior notice.

3. The APP Store website may contain links redirecting to third-party websites, which are provided by Telpo for your convenience only, and Telpo does not guarantee, support or authorize such third parties, their products, and services. You shall make your own judgment and take your own risk. You shall understand and accept the terms and conditions of such third parties when you use any products and services of such third parties.

4. You shall be responsible for any loss or liability caused by your own, and Telpo assumes no responsibility. The losses or liabilities not assumed by Telpo include, but are not limited to:

- 1) Any loss or liability resulting from your failure to operate according to this Agreement or any rules published by Telpo from time to time
- 2) Any loss or liability resulting from your failure to provide correct contact information to Telpo and, as a result, failure to receive timely notification from Telpo.
- 3) Any other loss or liability arising from your own causes.

8. Service Charge

Part of the open platform service (include API interfaces) may be provided in a fee-based manner. If developers use such fee-based services, they should abide by the rules related to fee-based services.

Party A can modify and change the charging standards and charging methods of the charging services according to actual needs. Party A may also start charging for services that were once free. Before the aforementioned amendments, changes, or the start of charging, Party A will make a notice or announcement on the corresponding page of the open platform. If the developer disagrees with the above-mentioned modifications, changes, or paid content, they should stop using the service.

9. Protection of Intellectual Property Rights

All the contents used in the APP Store and in the provision of Telpo services to you, including but not limited to any text, images, videos, graphics, software and other materials, are owned by Telpo or other rights holders as specially indicated. No other rights to the above information and contents are granted by Telpo and the corresponding rights holders to you through this Agreement. You may not publicly publish, transmit, reproduce or otherwise use all or part of the information provided by Telpo in any form to any third party, or change, blur or delete any attribution remark, trademark, copyright mark and/or other right statements, except with the prior written consent of the corresponding right holder.

10. Business Activities

You understand and agree that we may conduct the following business activities in the services provided by Telpo: sending you commercial advertisements or other related commercial information through the APP Store website, text messages, emails or other legal methods.

11. Other

1. Party A will use one or more methods to send various rules, notices, and notifications to developers via web prompts, emails, QQ, instant communication tools, mobile phone text messages, or regular mail transmission. The notifications are deemed to have been delivered to the developer from the date of announcement or the day of sending, and the developer is deemed to have accepted and agreed to it. If the developer does not accept the notice, the developer shall submit a written request to Party A and stop using the service within five working days from the date of the announcement or the date of sending, otherwise it shall be deemed that the developer has accepted and agreed to the notice content.

2. If any provision of this Agreement is invalid or unenforceable in whole or in part for any reason, the remaining provisions of this Agreement shall remain valid and binding. You and Telpo shall use your best efforts to achieve the intent set forth in such provision.
3. The laws of the People's Republic of China shall apply to the validity, interpretation, modification, implementation and dispute resolution of this Agreement.
4. Any dispute or controversy between the User and Telpo arising from this Agreement shall be settled through friendly negotiation between both parties as far as possible. In case of no settlement is reached through negotiation, either party may file a lawsuit to the people's court where Telpo is located.
5. The titles of all terms in this Agreement are for reading convenience only, and they have no actual meaning and cannot be used as the basis for interpretation of the meaning of this Agreement.