

TERMS OF SERVICE

Effective Date: October 25, 2019

This Terms of Use(the “Agreement”), this Agreement is a contract between you and Future Mobile Limited(“We”, “our” or “us”) and we want you to know yours and our rights before you use our application (the “App” or “Software”)and related services(the “Service”). PLEASE READ THE TERMS CAREFULLY BEFORE USING THE SERVICE. IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS, OR IF YOU ARE NOT ELIGIBLE OR AUTHORIZED TO BE BOUND BY THESE TERMS, THEN DO NOT DOWNLOAD THE APP OR OTHERWISE ACCESS OR USE THE SERVICE.

1. Intellectual Property Policy

1.1 The Software is developed by We independently. You acknowledge and agree that We retains all copyrights, trademarks, patents, business secrets, including all intellectual property rights and any other related rights, titles, and interests. The Software and the related information including but not limited to written expression and combination, icons, decorative pictures, tables, colors, user interface, framework, related data, printing materials, or electronic documents, are protected by Copyright, Trademark, Patent, Anti-unfair Competition Law of People's Republic of China (hereinafter referred to as PRC) and relevant international agreements and other intellectual property laws and regulations.

1.2 The Company expressly reserves all rights, including all intellectual property rights, in all of the foregoing, and except as expressly permitted by these Terms, any use, redistribution, sale, decompilation, reverse engineering, disassembly, translation or other exploitation of them is strictly prohibited. The provision of the Service does not transfer to you or any third party any rights, title or interest in or to such intellectual property right.

1.3 You may not (and you may not permit anyone else to) take actions directly or indirectly that infringe or may infringe intellectual property rights and related interest of We (including but not limited to exploiting, assigning the referenced intellectual property rights above or permitting anyone else to do so). We reserves the right to charge the tort liabilities.

2. User Conduct Restriction

2.1 You agree to use the Software in a manner permitted by this Agreement, and are solely responsible for any breach of your obligations under national laws and regulations, related policies, or this Agreement and for the consequences (including the lost and damages to the Software and any third-parties) of any such breach. You have not right to conduct following behaviors (including but not limited to):

2.1.1 Delete copyright information, content on the Software or other copies

2.1.2 Reverse engineer, decompile or extract the source code of the Software

2.1.3 Conduct any behaviors that jeopardize computer network security, including but not limited to: use unauthorized data or unauthorized access to server/account; enter public computer network or other's computer system to delete, modify, add stored information without permission; attempt to search, scan, test the Software system, Internet leak, or other behaviors breaking internet security; attempt to interfere, damage the Software system or website normal running, deliver the malwares or virus intentionally to damage normal internet information service; forge (part of) names of TCP/IP package

2.1.4 Sell, rent, loan, deliver, transfer or sub-license the Software and services, or related links, or benefit from using the Software and the services, or barely benefit from the agreements, regardless of whether the use above brings direct economic gain or pecuniary gain

2.1.5 Use the Software and other services provided by We in any illegal ways, for any illegal purposes, or in any other ways conflicting with this Agreement I

2.1.6 We reserves the right to terminate, fully or partially suspend, limit functional features of user's account, without prior notice, if the user has breached under the terms of this Agreement.

2.2 We does not assume any liability for any loss of profits or loss of data arising from the special, malicious, indirect or similar damages (but not limited to damages) due to your use of the Software.

2.3 We would not change configuration of system settings without informing the user. The We, which is running, belongs to the whole user interface of We. It's designed to:

2.3.1 Provide a more convenient way to view, manage the status of the battery and use information;

2.3.2 Provide Improve battery performance desktop widgets for users to customize We widget, system widget, and Notification bars;

2.3.3 Provide additional services, such as recommending valuable applications and content.

3.Content

3.1 As the App user you may submit graphics, photos and any other materials (collectively "Content"). You understand that, whether or not the Content is published, we do not guarantee any confidentiality with respect to such Content. You understand and agree that we cannot guarantee that you will be able to retrieve or save posted Content locally, and are not responsible for any loss of the Content.

3.2 You retain all of your ownership rights in your Content submitted, however, by uploading, posting or otherwise transmitting your Content on or to the App, you voluntarily grant to us a royalty-free, perpetual, irrevocable, transferable, worldwide, non-exclusive rights and licenses to use, sublicense, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration in the full term of any rights that may exist in such Content. You also

permit other users to access, display, view, store and reproduce such Content for personal use under these terms of this Agreement.

3.3 When you provide your Content to the App, you understand and accept complete responsibility for your Content, including any consequences that may arise. We do not endorse any Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with such Content. As such, you represent and warrant that you own or have (and will continue to have during your use of the App) been granted all necessary licenses, rights, consents and permissions for such Content.

3.4 You agree that your conduct through the App will comply with (and you agree that all of your Content shall comply with) this Agreement, as updated from time to time. You hereby warrant and represent that: (a) you are the sole owner of and/or hold all rights in and to your Content; (b) there are no restrictions, limitations which prevent or restrict you from granting the licenses herein; and (c) your Content will not: (i) facilitate or promote illegal activity, or contain content that is illegal; (ii) contain content that is defamatory, misleading, fraudulent, obscene, distasteful, racially or ethnically offensive, harassing, or that is discriminatory based upon race, gender, colour, creed, age, sexual orientation, or disability; (iii) contain sexually suggestive or explicit content; (iv) infringe upon or violate any right of any third party; (v) disparage, defame, or discredit us or any third party; (vi) contain any virus, viruses, worms, Trojan horses and other disabling or damaging codes; or (vii) otherwise contain content that violates any laws, rules, regulations or policies of any competent jurisdiction. You agree to defend, indemnify and hold harmless us and our directors, employees, shareholders, customers, agents, successors and assignees from and against any and all loss, damage, settlement or expense (including reasonable legal expenses) from and against any claim arising from breach of your representations and warranties set forth in this Agreement.

3.5 You agree that you will not post or upload any Content which it is unlawful for you to possess in the country in which you are resident, or which it would be unlawful for us to use or possess in connection with the provision of the Service.

3.6 You agree that the Content you submit to the Service will not contain any third party copyright material, or material that is subject to other third party proprietary rights (including rights of privacy or rights of publicity), unless you have a formal license or permission from the rightful owner, or are otherwise legally entitled.

3.7 On becoming aware of any potential violation of this Agreement, we reserve the right (but shall have no obligation) to decide whether such Content complies with the content requirements set out in this Agreement, and may remove such Content and/or terminate a user's access for uploading such Content, at any time, without prior notice and at our sole discretion.

4. Paid Services

4.1 Some of the Services provided by the Software will need to be paid for use ("Paid Services"), but we will provide a free trial period for user. You may choose our weekly package, monthly package and annual package for the Paid Services. Once the fees are duly paid in full, you will acquire the Paid Services within the subscription period. In the future, the Software may comprise further Paid Services. If you already subscribed the Paid Services during the period the further Paid Services is updated, you will be able to use the further Paid Services during the subscription period without extra charge, provided that: 1) no extra charge is required by us; 2) you update the Software as may be required to use the further Paid Services.

4.2 For any Paid Services offered by us, we accept payment via the current payment method indicated prior to purchase, which may include Apple Payments and any other form of payment that we make available to you from time to time. You agree to abide by any relevant terms of service or other legal agreement whether with Apple or a third party, that governs your use of a given payment processing method.

4.3 We could modify about our payment policy according to practical needs. Some free services may become Paid Services in the future. If the fee is not paid on time and in full, you will no longer be able to use the Paid Services when we start to charge fees. In the event there is a price reduction or promotion, we will not provide price protection or refund your payment. Please be aware that, as long as you purchase the paid service, we will not refund the payment to you whether or not you use such service.

5. Privacy Policy

5.1 Use of the software is also governed by our Privacy Policy, which is incorporated herein by reference. Your privacy is important to us. We designed Privacy Policy to make important disclosures about how we collect and use your information. We encourage you to read the policy carefully and use it to make informed decisions.

6. Limitations of Liabilities and Disclaimer

6.1 You acknowledge and agree that the Software and related services may have potential risks like service interruption, failure to respond to users' requests, due to force majeure, mobile communication terminal virus or hacker attack, system instability, user physical location, phone power off, and other reasons concerning technology, telecommunication lines. In no event shall We be liable for any risks stated above.

6.2 We is not liable for any losses to users arising out of telecommunication line breakdown, technical problems, internet, mobile communication terminal failures, system instability and any other force majeure.

6.3 We retain the right to implement any changes to the Service (whether to free or paid features) at any time, with or without notice. You acknowledge that a variety of Company's actions may impair or prevent you from accessing the Service at certain times and/or in the same way, for limited periods or permanently, and agree that the Company has no responsibility or liability as a result of any such actions or results, including, without limitation, for the deletion of, or failure to make available to you, any content or services.

6.4 The software which is not officially released or authorized by We and the derivative works of the Software are illegal. User's downloading, installation, and user this software may lead to unexpected risk. We is not liable for any legal liabilities, issues arising from it.

6.5 You agree to the most extent under applicable law, We owns other disclaimer rights not listed in this agreement.

7. Use by juveniles

The App does not directly target any juvenile users. If you are a juvenile user and decide to use the App any way, please first seek the consent of your guardian and/or other adult with guardianship duties and use the App under the guidance and supervision of your guardian or any other adult with guardianship duties. In addition, your guardian and/or other adult with guardianship duties shall be responsible for assisting you in correctly understanding the contents of this Agreement and other related legal documents in order to guide you to use the App in a correct way.

8. Termination

8.1 You have the right to fully and permanently remove the Software from your mobile device at any time and terminate this Agreement.

8.2 Unless we unilaterally terminates this Agreement or you terminate this agreement as above, this agreement and the terms (including the updated agreement following) will remain effective.

8.3 Your right will be terminated automatically if you breach any obligations stated in this Agreement. We and any other third-parties have on need to send your additional notice.

8.4 The termination of this Agreement will not affect the obligations and liabilities users should assume before the termination.

9. Others

9.1 You agree that if we do not exercise or enforce any legal right or regulations, this will not be taken to be a formal waiver of our rights and we have the right to continuously exercise or enforce the right or regulation.

9.2 Without written authorization from other side, user may not assign or transfer the rights granted by the terms of this Agreement, or assign the designated responsibilities and obligations to others.

9.3 The validity and interpretation of these Terms is applicable to laws of the People's Republic of China("PRC"). If any provision in these Terms conflicts with PRC Laws, the provision should be re-interpreted in accordance with relevant laws. The invalidity or re-interpretation of these provisions will not affect the validity and enforcement of the remaining provisions. Both we and users agree to resolve the issues arising from these Terms through consultation. If consultation fails, either side can submit the issues to arbitration in accordance with this clause, then any such dispute will be finally and exclusively settled by the China International Economic and Trade Arbitration Commission (CIETAC) South China Sub-Commission for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

9.4 We reserves the final interpretation right on these Terms.

10. Amendments

We reserve the right, at our sole discretion, to modify or replace these Terms (including any Policy), in whole or in part, at any time. In any case, you should periodically check these Terms for changes. Continued use of the Service following any such notice of any change to these Terms shall constitute your acceptance of those changes. These Terms may not otherwise be amended, except by a written agreement executed by you and the Company.

11. Contact

If you want to send any notice under these Terms or have any questions regarding the Service, please contact us at picsmagic.feedback@futureltd.info