

Last modified: March 04, 2020

Welcome to this Terms of Service (the “Agreement”), this Agreement is a contract between you and Finger 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 take a few moments to read these Terms before enjoying the App, because once you access, view or use the App, we consider you to consent to the terms and conditions described in this document. If you do not agree with this Agreement, please stop using the App immediately.

We have the right to modify the terms of this Agreement from time to time. You can check the modified version of this Agreement from the Software. You understand and agree that if you continuously use the Software after the date on which these terms have changed, we will treat your use as acceptance and compliance with the updated terms.

1. USER CONTENT

1.1 As the Software user you may submit us 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 is not responsible for any loss of the Content.

1.2 You retain all of your ownership rights in your Content submitted, however, by uploading, posting or otherwise transmitting your Content on or to the Software, you voluntarily grant to us a royalty-free, perpetual, irrevocable, transferable, worldwide, non-exclusive rights and licenses to use, sublicense, reproduce, modify, adapt, publish, display, translate, analyze, 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.

1.3 When you provide your Content to us 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 Software) been granted all necessary licenses, rights, consents and permissions for such Content.

1.4 You agree that your conduct through the Software 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.

1.5 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.

1.6 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.

1.7 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.

2. GENERAL RESTRICTIONS ON USE

2.1 Subject to your compliance with this Agreement, we hereby grant you permission to access and use the Service, subject to the following express conditions, and you agree that your failure to adhere to any of these conditions shall constitute a breach of this Agreement on your part:

2.1.1 you agree not to distribute any part or parts of the App or any element of the Service, in any medium without our prior written authorization, provided that you ensure such distribution is compliant with this Agreement;

2.1.2 you agree not to alter or modify any part of the Service;

2.1.3 you agree not to use the Service for any commercial use, including without limitation the following uses, unless you obtain our prior written approval:

the sale of access to the Service; the sale of advertising, sponsorships or promotions placed on or within the Service. Prohibited commercial uses shall not include: (i) usage of any photograph or image owned by you which you edited using the Service. Please note that you may not make any commercial usage of the stock photos contained in the Service. As a part of the terms of use of the Service, you hereby obligate yourself to indemnify us for any damage resulting from such commercial usage of said stock photos. (ii) any use that is expressly authorized by us in writing.

2.1.4 you agree not to use or launch any automated system (including, without limitation, any robot, spider or offline reader) that accesses the Service in a manner that sends more request messages to the Service in a given period of time than a human can reasonably produce in the same period by using a publicly available standard web browser;

2.1.5 you agree not to collect or harvest any personal data of any user of the Service;

2.1.6 you agree not to use the Service for the solicitation of business in the course of trade or in connection with a commercial enterprise.

2.2 You agree that you will comply with all of the other provisions of this Agreement at all times during your use of the App and the Service.

2.3 You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any breach of your obligations under this Agreement and for the consequences (including any loss or damage which we may suffer) of any such breach.

3. INTELLECTUAL PROPERTY POLICY

The entire contents displayed on the Website and Application (and any derivative works or enhancements of the same) including, but not limited to, all text, fonts, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation, and interactive features included with or available through our Services (collectively, the “Service Content”) and all intellectual property rights to the same are owned by us, our licensors, or both. Additionally, all trademarks, service marks, trade names and trade dress that may appear in our Services are owned by us, our licensors, or identified third parties. All Service Content has copyright protection as a collective work under the laws of the United States and other copyright laws and, except for the limited use rights granted to you in these Terms of Use, you shall not acquire any right, title or interest in our Services or any Service Content. You are allowed to display and, subject to any expressly stated restrictions or limitations relating to specific material, download portions of the Service Content from the different areas of the Website and/or Application only for non-commercial use, unless otherwise permitted. Any redistribution, retransmission or publication of any copyrighted material is strictly prohibited without the express written permission of the copyright owner. You agree not to use any of our logos or any other proprietary graphic or trademark without our express written consent. Any rights not expressly granted in these Terms of Use are expressly reserved.

4. SCOPE OF THIS AGREEMENT

4.1 This Agreement constitutes the legal basis for you to access and use the App and related free or paid services.

4.2 In addition to this Agreement, additional terms of the relevant distribution platform may apply for your purchase and download of the App.

4.3 To the extent that third parties offer you services using the App, the respective third parties are solely responsible for such services.

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.

5.2 The App may request your permissions to use your end-device's camera and photo album during regular operation, and to receive notice from us. If additional authority is required, we will ask for your permission in advance.

6. PAID SERVICES

6.1 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 users. 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.

6.2 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.

7. INDEMNIFICATION

You hold us harmless from all claims, including claims for damages, that other users or any other third parties, including public agencies ("Third Parties"), assert against us on account of your violation of this Agreement and our Privacy Policy. You shall assume all reasonable costs, including the reasonable costs incurred for legal defense, that accrue to us as a result of your violation of the rights of other users or Third Parties. All further rights as well as claims for damages on the part of us shall remain unaffected.

8. LIMITATIONS OF LIABILITIES AND DISCLAIMER

8.1 You acknowledge and agree that the Software and the 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.

8.2 We are 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.

8.3 In view of business development and adjustment, we reserve the right to amend or terminate Services without prior notice to users at any time, and we are not liable for users and any other third-parties when executing this right.

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

8.5 You agree to the most extent under applicable law, we own other disclaimer rights not listed in this Agreement.

9. 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.

10. TERMINATION

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

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

10.3 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.

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

11. OTHERS

11.1 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.

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

11.3 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of this Agreement is invalid, then that provision will be removed from the Agreement without affecting the rest of the terms. The remaining provisions of the Agreement will continue to be valid and enforceable.

11.4 The validity and interpretation of this Agreement is applicable to laws of the People's Republic of China ("PRC"). If any provision in this Agreement 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 sides agree to resolve the issues arising from this Agreement through consultation. If consultation fails, either side can submit a settlement of lawsuits to the competent court where our business office is located.

11.5 We reserve the final interpretation right on this Agreement.

11.6 If you have any comments on the Software and Services or this Agreement, you may contact us arturemaker@fingermobile.ltd, and we will use our best efforts to provide you with timely and necessary assistance.