

TERMS OF SERVICE

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WELCOME TO Yiupai!

Yiupai, Inc. (“Yiupai,” “we,” “us,” “our”) provides its services (described below) to you through its website located at www.Yiupai.com (the “Site”) and through its mobile applications and related services (collectively, such services, including any new features and applications, and the Site, the “Service(s)”), subject to the following Terms of Service (as amended from time to time, the “Terms of Service”). We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. We will also notify you, either through the Services user interface, in an email notification or through other reasonable means. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service.

In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, the Privacy Policy located at <http://Yiupai.com/policy>. All such terms are hereby incorporated by reference into these Terms of Service.

ACCESS AND USE OF THE SERVICE

SERVICES DESCRIPTION:

The Service an online platform that connects locals who have unique knowledge of and experience with a particular travel destination or activity

("Guides") with travelers seeking to receive services related to such destinations and activities ("Travelers"). Some Guides lead experiences on the ground, and other Guides help with travel planning. Through the Services, Guides may create and post profiles ("Profiles") that provide information about the Guide's knowledge and experience, and may make themselves available to offer certain services to Travelers at a particular destination (each such service, an "Experience"). Travelers may select Guides (or may request that Yiupai attempt to connect them to a Provider) to provide the Traveler with an Experience.

PLATFORM NATURE OF THE SERVICES:

Yiupai makes available a platform for Travelers and Guides to meet online and arrange for Experiences. Yiupai is not an operator of tours, activities or Experiences, nor is it a provider of tours or activities, and Yiupai does not own, sell, resell, furnish, provide, manage and/or control any transportation or tour services. Yiupai's responsibilities are limited to: (i) facilitating the availability of the Services; (ii) serving as the limited agent of each Guide for the purpose of accepting payments from Travelers on behalf of the Guide.

YOU UNDERSTAND AND AGREE THAT YIUPAI IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN GUIDES AND TRAVELERS, NOR IS YIUPAI AN AGENT OR INSURER. THE SERVICES ARE INTENDED TO BE USED TO FACILITATE THE CONNECTIONS BETWEEN GUIDES AND TRAVELERS. YIUPAI CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY PROFILES AND THE CONDITION, LEGALITY OR SUITABILITY OF ANY EXPERIENCES. YIUPAI HAS NO CONTROL OVER THE CONDUCT OF GUIDES, TRAVELERS AND OTHER USERS OF THE SERVICES OR ANY EXPERIENCES, AND DISCLAIMS ALL LIABILITY IN THIS REGARD. ACCORDINGLY, THE PLANNING OR PARTAKING OF ANY EXPERIENCES ARE AT THE GUIDE'S AND/OR TRAVELER'S OWN RISK.

YOUR REGISTRATION OBLIGATIONS:

You may be required to register with Yiupai in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service's registration form. Registration data and certain other information about you are governed by our Privacy Policy. If you are under 18 years of age, you are not authorized to use the Service, with or without registering. In addition, if you are under 18 years old, you may use the Service, with or without registering, only with the approval of your parent or guardian.

MEMBER ACCOUNT, PASSWORD AND SECURITY:

You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Yiupai of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. Yiupai will not be liable for any loss or damage arising from your failure to comply with this Section.

MODIFICATIONS TO SERVICE:

Yiupai reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Yiupai will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

GENERAL PRACTICES REGARDING USE AND STORAGE:

You acknowledge that Yiupai may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on Yiupai's servers on your

behalf. You agree that Yiupai has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that Yiupai reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Yiupai reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

MOBILE SERVICES:

The Service may include certain services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device, (ii) the ability to browse the Service and the Site from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the “Mobile Services”). To the extent you access the Service through a mobile device, your wireless service carrier’s standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding Yiupai and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Yiupai account information to ensure that your messages are not sent to the person that acquires your old number.

PROVIDER OBLIGATIONS:

As a Provider, you may create Profiles that showcase your experience, activities you can lead, and the type of Experiences you can help Travelers plan. Profiles will be made publicly available via the Services, and other Members may contact you based upon the information provided in your Profile. You acknowledge and agree that you are responsible for your Profiles and your own acts and omissions and are also responsible for the acts and

omissions of any individuals who are present during the Experience at your request or invitation, excluding the Traveler (and the individuals the Traveler invites to the Experience, if applicable). You agree to comply with the Yiupai Guide Guidelines available at = link_to "www.community.yiupai.com"

You understand and agree that Yiupai does not act as an insurer or as a contracting agent for you as a Guide. If a Traveler requests your expertise for a Experience and participates in your Experience, any agreement you enter into with such Traveler is between you and the Traveler and Yiupai is not a party thereto. Notwithstanding the foregoing, Yiupai serves as your limited authorized agent for the purpose of accepting payments from Travelers on your behalf, and is responsible for transmitting such payments to you, subject to these Terms of Service.

You are responsible for all other bookings, including without limitation on-the-ground arrangements, tours or experiences you host, restaurants and similar bookings.

You represent and warrant that your Profile and your planning of and/or guidance on any Experience:

- will not breach any agreements you have entered into with any third parties (such as any agreements with or rules of employers or local tourism agencies)
- will (a) be in compliance with all applicable laws, tax requirements, and rules and regulations that may apply to any such Experience, including, but not limited to, tourism, tour guide licensing laws, and other laws governing events and tours of public spaces and other venues and (b) not conflict with the rights of third parties.

Please note that Yiupai assumes no responsibility for any Guide's or Traveler's compliance with any applicable laws, rules and regulations. Yiupai reserves the right, at any time and without prior notice, to remove or disable access to

any Profile for any reason, including Profiles that Yiupai, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Services.

Yiupai recommends that Guides and Travelers obtain appropriate insurance for their Experiences. Please review any insurance policy that you may have for your Experience carefully, and in particular please make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of Travelers (and the individuals the Traveler invites to the Experience, if applicable) while participating in your Experience.

NO ENDORSEMENT:

Yiupai does not endorse any Experiences. In addition, although these Terms require users to provide accurate information, we do not attempt to confirm, and do not confirm, any user's purported identity. You are responsible for determining the identity and suitability of others who you contact via the Services. We will not be responsible for any damage or harm resulting from your interactions with other users. By using the Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other users or other third parties will be limited to a claim against the particular user or other third parties who caused you harm and you agree not to attempt to impose liability on, or seek any legal remedy from Yiupai with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with other users via the Services regarding any bookings or Trips made by you. This limitation shall not apply to any claim by a Guide against Yiupai regarding (i) the remittance of payments received from a Traveler by Yiupai on behalf of a Guide or (ii) the failure of Yiupai to book a Yiupai Booking for which the Traveler provided accurate booking information, which instead shall be subject to the limitations described in the section below entitled "Limitation of Liability".

CONDITIONS OF USE

BOOKINGS AND FINANCIAL TERMS FOR PROVIDERS:

Except in the case of a Pre-Approved Event (as defined below), if you are a Guide and a booking is requested for your Experience via the Services, you will be required to either confirm or reject the booking within the specified timeframe (which is generally within 24-48 hours of when the booking is requested, as determined by Yiupai in its sole discretion) or the booking request will be automatically cancelled. If you are unable to confirm or decide to reject a booking of an Experience within the specified timeframe, any amounts collected by Yiupai for the requested booking will be refunded to the applicable Traveler's credit card and any pre-authorization of such credit card will be released. You may be able to create a Listing that is pre-scheduled for a specific time and date, where the Traveler's booking may be automatically confirmed (a "Pre-Approved Event"). When a booking is requested via the Services, we may share with you the first and last name of the Traveler who has requested the booking and a link to the Traveler's Yiupai Account profile page.

The fees displayed in each Listing are comprised of the Experience Fees (defined below) and the Traveler Fees (defined below). Where applicable, Taxes may be charged in addition to the Experience Fees and Traveler Fees. The Experience Fees, the Traveler Fees and applicable Taxes are collectively referred to in these Terms as the "Total Fees". The amounts due and payable by a Traveler solely relating to a Guide's Experience are the "Experience Fees". Please note that it is the Guide and not Yiupai which determines the Experience Fees. Yiupai charges a fee to Travelers of three percent point nine (3.9%) of applicable Experience Fees which are the "Credit Card Fees". The Traveler Fees are added to the Experience Fees to calculate the Total Fees (which will also include applicable Taxes) displayed in the applicable Listing. Yiupai will collect the Total Fees at the time of booking confirmation (i.e. when the Guide confirms the booking within the specified timeframe) and will initiate payment of the Experience Fees (less Yiupai's Guide Fees (defined below)) to the Guide within 48 hours of when the Traveler arrives at the

applicable Experience (except to the extent that a refund is due to the Traveler). However, please note that we will not be responsible for delays in remitting Experience Fees, which can vary based on the bank, payment provider, currency, location, etc. Be aware that in some instances it may take up to 30-60 days to receive funds as a result of bank and third-party payment provider process and regulations.

Payment processing services for Insiders on Yiupai are provided by Authorize.net. By agreeing to these terms or continuing to operate as a Guide on Yiupai, you agree to be bound by the Authorize.net Services Agreement, as the same may be modified by Authorize.net from time to time. As a condition of Yiupai enabling payment processing services through Authorize.net, you agree to provide Yiupai accurate and complete information about you and your business, and you authorize Yiupai to share it and transaction information related to your use of the payment processing services provided by Authorize.net.

BOOKINGS AND FEES FOR TRAVELERS:

Travelers that wish to request the assistance of a Guide via the Services should provide the necessary information to Yiupai regarding the Traveler's desired experiences, preferences and budget. Yiupai will endeavor to match the Traveler with a Guide with experience in the Traveler's desired areas, and will connect the Traveler with a Guide in the event Yiupai finds a match. Travelers may also directly contact Guides with a request. The Guides should propose an Experience itinerary after which the Traveler and the Guide should continue to communicate to finalize the itinerary. Once the itinerary is finalized, the Guide will either:

- confirm the Traveler's reservation request for a guided experience or
- send the Traveler the final proposed booking and price quote for curating the Experience ("Itinerary"), which the Traveler may confirm or reject.

Please note Yiupai might charge a non-refundable service fee (“Yiupai Service Fee”) on top of the price quote.

The Guide is responsible for all other bookings (“Guide Bookings”). As part of the Booking, Travelers may be required to enter into an agreement (including releases) with the Guide, and the Traveler agrees to accept any terms, conditions, rules and restrictions associated with the Itinerary imposed by the Guide. Traveler acknowledges and agrees that Yiupai is not a party to any agreement between the Traveler and Guide, and that, with the exception of its payment obligations and obligations related to Yiupai Bookings hereunder, Yiupai disclaims all liability arising from or related to any such agreements. Traveler acknowledges and agrees that, notwithstanding the fact that Yiupai is not a party to any agreements between Traveler and the Guide, Yiupai acts as the Guide’s payment agent for the limited purpose of accepting payments from Traveler on behalf of the Guide. Upon Traveler’s payment of amounts to Yiupai which are due to the Guide, Traveler’s payment obligation to the Guide for such amounts is extinguished, and Yiupai is responsible for remitting such amounts, less Yiupai’s fees and commissions, to the Guide. In the event that Yiupai does not remit any such amounts to a Guide, such Guide will have recourse only against Yiupai. However, please note that we will not be responsible for delays in remitting payment, which can vary based on the bank, payment provider, currency, location, etc. Be aware that in some instances it may take up to 30-60 days to receive funds as a result of bank and third-party payment provider process and regulations and Yiupai cannot be held liable for these delays.

Please note that the actual amount charged by third parties for various items in the Itinerary may differ from the price quoted in the Booking, as prices may fluctuate before each booking is confirmed. If the actual prices are higher than the Total Fees, the Guide will contact you to request your permission prior to booking.

CANCELLATIONS AND REFUNDS:

TRAVELER CANCELS.

Yiupai will refund the Traveler the fees paid for, minus 10% non-refundable charge, within 46 days prior to the trip. Refunds cannot be made for cancellations initiated within 45 days of the first day of the scheduled service. For any reason, if Travelers are concern with this possibility, please consider purchasing travel insurance.

GUIDE CANCELS.

Whenever possible Yiupai will connect Traveler to an alternate Guide who can fulfill request. If not, Yiupai will refund the Total Fees for such booking to the applicable Traveler within a commercially reasonable time of the cancellation.

Under No Circumstances will travel expenses be reimbursed. Accordingly, it is highly recommended Travelers secure travel insurance if necessary for any commercial travel. Please do not purchase airline tickets or make non-refundable deposits on lodging that cannot be canceled 7 days ahead of time.

CANCELLATION DUE TO OUTSIDE FACTORS.

Sometimes circumstances beyond our control may interfere with our best efforts to complete a scheduled experience. Yiupai cannot be held responsible for any unanticipated circumstances (i.e., natural disasters, park closures, inability to access locations, weather, etc.) that either prevents you from attending or from us altering our location shoots. Yiupai will always do our best to coordinate with our Guides for any unanticipated circumstances. Yiupai would also remind you that some of the most striking images are created during times of less than perfect weather, so it would be highly unusual for the experience to be cancelled for these reasons, except in the most unusual of circumstances.

The Guide reserves the right to make the final determination. For anyone traveling to workshops, we highly recommend purchasing trip insurance to cover your expenses in case of cancellation.

Each Guides may have different cancellation policy. Yiupai will provide a place for Guide to fill in the deposit, total amount, last cancellation date, last full pay date, and notification will send to traveler a week before last full pay day. Yiupai will show the Traveler's pending amount.

As a Guide, if you need to cancel an Experience due to Outside Factors, you must contact the Traveler and Yiupai (at support@yiupai.com) as early as possible. Subject to the Traveler's consent, the Guide and the Traveler may choose to reschedule the Experience for another date. If the Experience cannot be rescheduled, the Traveler should contact Yiupai so we may assist in finding a replacement Experience. For clarity, in the event the alternative Experience is of a higher price than the former, you may be responsible for any difference in price. In the event the alternative Experience is of a lower price, you may be entitled to a partial refund for the difference.

GENERAL PROVISIONS.

(a) No Assignment/No Insurance. This Traveler Refund Policy is not intended to constitute an offer to insure, does not constitute insurance or an insurance contract, does not take the place of insurance obtained or obtainable by the Traveler, and the Traveler has not paid any premium in respect of the Traveler Refund Policy. The benefits provided under this Traveler Refund Policy are not assignable or transferable by you. (b) Modification or Termination. Yiupai reserves the right to modify or terminate this Traveler Refund Policy, at any time, in its sole discretion, and without prior notice. (c) If Yiupai modifies this Traveler Refund Policy, we will post the modification on the Site or provide you with notice of the modification and Yiupai will continue to process all claims for Travel Issues made prior to the effective date of the modification. (d) Entire Agreement and Definitions. This Traveler Refund Policy constitutes the entire and exclusive understanding and agreement between Yiupai and you regarding the Traveler Refund Policy and supersedes and replaces any and all prior oral or written understandings or agreements between Yiupai and you regarding the Traveler Refund Policy. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Yiupai Terms of Service. Controlling Law. This Traveler Refund Policy will be interpreted in accordance

with the laws of the State of California and the United States of America, without regard to its conflict-of-law provisions. (e) Limitation of Liability. IN NO EVENT WILL YIUPAI'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS YIUPAI POLICY TERMS, EXCEED THE AMOUNT OF THE EXPERIENCE FEES COLLECTED BY YIUPAI FROM THE TRAVELER. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU ACKNOWLEDGE AND AGREE THAT, BY POSTING A LISTING OR BOOKING AN EXPERIENCE OR OTHERWISE USING THE SITE, SERVICES AS A GUIDE OR TRAVELER, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE POLICY TERMS.

TAXES:

You understand and agree that you are solely responsible for determining your applicable tax reporting requirements in consultation with your tax advisors. Yiupai cannot and does not offer tax-related advice to any users of the Services. Additionally, please note that each Guide is responsible for determining local indirect taxes and for including any applicable taxes to be collected or obligations relating to applicable taxes within Itineraries.

USER CONDUCT:

You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials ("content") that you upload, post, publish or display (hereinafter, "upload") or email or otherwise use via the Service. The following are examples of the kind of content and/or use that is illegal or prohibited by Yiupai. Yiupai reserves the right to investigate and take appropriate legal action against anyone who, in Yiupai's sole discretion, violates this provision, including without limitation, removing the offending content from the Service, suspending or terminating the account of such violators and reporting you to the law enforcement authorities. You agree to not use the Service to:

- Email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “contests,” “sweepstakes,” or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another’s privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of Yiupai, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose Yiupai or its users to any harm or liability of any type;
- Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or
- Violate any applicable local, state, national or international law, or any regulations having the force of law;
- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

- Solicit personal information from anyone under the age of 18;
- Harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- Advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- Further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
- Obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service;
- Offer, as a Guide, any Experiences that you do not yourself have permission to provide (without limiting the foregoing, you will not list Experiences as a Guide if you are serving in the capacity of an agent for a third party);
- Offer, as a guide, any Experience that may not be provided pursuant to the terms and conditions of an agreement with a third party;
- Contact a Guide for any purpose other than asking a question related to a booking, such Guide's Experiences or Profiles;
- Contact a Traveler for any purpose other than asking a question related to a booking or such Traveler's use of the Services;
- When acting as a Traveler or otherwise, recruit or otherwise solicit any Guide or other user of the Services to join third party services or

websites that are competitive to Yiupai, without Yiupai's prior written approval;

- Use the Services to find a Guide or Traveler and then complete a booking of an Experience transaction independent of the Services, whether or not you do so in order to circumvent the obligation to pay any Service Fees related to Yiupai's provision of the Services; or
- As a Guide, submit any Profile or Itinerary with a false or misleading price information.

SPECIAL NOTICE FOR INTERNATIONAL USE; EXPORT CONTROLS:

Software (defined below) available in connection with the Service and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.

COMMERCIAL USE:

Unless otherwise expressly authorized herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service. The Service is for your personal use.

APPLE-ENABLED SOFTWARE APPLICATIONS:

Yiupai offers Software applications that are intended to be operated in connection with products made commercially available by Apple Inc. ("Apple"), among other platforms. With respect to Software that is made

available for your use in connection with an Apple-branded product (such as Software, “Apple-Enabled Software”), in addition to the other terms and conditions set forth in these Terms of Service, the following terms and conditions apply:

- Yiupai and you acknowledge that these Terms of Service are concluded between Yiupai and you only, and not with Apple, and that as between Yiupai and Apple, Yiupai, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.
- You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service.
- Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.
- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses

attributable to any failure to conform to any warranty, which will be Yiupai's sole responsibility, to the extent it cannot be disclaimed under applicable law.

- Yiupai and you acknowledge that Yiupai, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between Yiupai and Apple, Yiupai, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to Yiupai as follows: support@yiupai.com.

Yiupai and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Service with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Apple-Enabled Software as a third party beneficiary thereof.

INTELLECTUAL PROPERTY RIGHTS

SERVICE CONTENT, SOFTWARE AND TRADEMARKS:

You acknowledge and agree that the Service may contain content or features ("Service Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Yiupai, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith is the property of Yiupai, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Yiupai.

The Yiupai name and logos are trademarks and service marks of Yiupai (collectively the "Yiupai Trademarks"). Other Yiupai, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Yiupai. Nothing in this Terms of Service or the

Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Yiupai Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Yiupai Trademarks will inure to our exclusive benefit.

THIRD PARTY MATERIAL:

Under no circumstances will Yiupai be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Yiupai does not have a duty to pre-screen content, but that Yiupai and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, Yiupai and its designees will have the right to remove any content that violates these Terms of Service or is deemed by Yiupai, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

USER CONTENT TRANSMITTED THROUGH THE SERVICE:

With respect to the content or other materials you upload through the Service or share with other users or recipients (collectively, "User Content"), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyright and rights of publicity contained therein. By uploading any User Content you hereby grant and will grant Yiupai and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Service or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Service (“Submissions”), provided by you to Yiupai are non-confidential and Yiupai will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that Yiupai may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Yiupai, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

THIRD PARTY WEBSITES:

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. Yiupai has no control over such sites and resources and Yiupai is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that Yiupai will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that Yiupai is not liable for any loss or claim that you may have against any such third party.

SOCIAL NETWORKING SERVICES:

You may enable or log in to the Service via various online third party services, such as social media and social networking services like Facebook or Twitter

("Social Networking Services"). By logging in or directly integrating these Social Networking Services into the Service, we make your online experiences richer and more personalized. To take advantage of this feature and capabilities, we may ask you to authenticate, register for or log into Social Networking Services on the websites of their respective providers. As part of such integration, the Social Networking Services will provide us with access to certain information that you have provided to such Social Networking Services, and we will use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating these Social Networking Services and Yiupai's use, storage and disclosure of information related to you and your use of such services within Yiupai (including your friend lists and the like), please see our Privacy Policy. However, please remember that the manner in which Social Networking Services use, store and disclose your information is governed solely by the policies of such third parties, and Yiupai shall have no liability or responsibility for the privacy practices or other actions of any third party site or service that may be enabled within the Service.

In addition, Yiupai is not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, advice or statements made available in connection with Social Networking Services. As such, Yiupai is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Social Networking Services. Yiupai enables these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

INDEMNITY AND RELEASE:

You agree to release, indemnify and hold Yiupai and its affiliates and their officers, employees, directors and agent harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542,

which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

DISCLAIMER OF WARRANTIES:

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. YIUPAI EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

YIUPAI MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

LIMITATION OF LIABILITY:

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YIUPAI WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF YIUPAI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS,

DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL YIUPAI'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID YIUPAI THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

ARBITRATION:

At Yiupai's or your election, all disputes, claims, or controversies arising out of or relating to the Terms of Service or the Service that are not resolved by mutual agreement may be resolved by binding arbitration to be conducted before JAMS, or its successor. Unless otherwise agreed by the parties, arbitration will be held in San Francisco, California before a single arbitrator mutually agreed upon by the parties, or if the parties cannot mutually agree, a single arbitrator appointed by JAMS, and will be conducted in accordance with the rules and regulations promulgated by JAMS unless specifically modified in the Terms of Service. The arbitration must commence within forty-five (45) days of the date on which a written demand for arbitration is filed by either party. The arbitrator's decision and award will be made and delivered within sixty (60) days of the conclusion of the arbitration and within six (6) months of the selection of the arbitrator. The arbitrator will not have the power to award damages in excess of the limitation on actual

compensatory, direct damages set forth in the Terms of Service and may not multiply actual damages or award punitive damages or any other damages that are specifically excluded under the Terms of Service, and each party hereby irrevocably waives any claim to such damages. The arbitrator may, in his or her discretion, assess costs and expenses (including the reasonable legal fees and expenses of the prevailing part) against any party to a proceeding. Any party refusing to comply with an order of the arbitrators will be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award. Notwithstanding the foregoing, in the case of temporary or preliminary injunctive relief, any party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm. The provisions of this arbitration section will be enforceable in any court of competent jurisdiction.

TERMINATION:

You agree that Yiupai, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if Yiupai believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. Yiupai may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that Yiupai may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Yiupai will not be liable to you or any third party for any termination of your access to the Service.

USER DISPUTES:

You agree that you are solely responsible for your interactions with any other user in connection with the Service and Yiupai will have no liability or responsibility with respect thereto. Yiupai reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

GENERAL:

These Terms of Service constitute the entire agreement between you and Yiupai and govern your use of the Service, superseding any prior agreements between you and Yiupai with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third-party content or third-party software. These Terms of Service will be governed by the laws of the State of California without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and Yiupai agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within San Francisco County, California. The failure of Yiupai to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign this Terms of Service without the prior written consent of Yiupai, but Yiupai may assign or transfer this Terms of Service, in whole or in part, without restriction. The section titles in

these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

YOUR PRIVACY:

At Yiupai, we respect the privacy of our users. For details please see our Privacy Policy. By using the Service, you consent to our collection and use of personal data as outlined therein.

NOTICE FOR CALIFORNIA USERS:

Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us at Yiupai, Inc., support@yiupai.com

QUESTIONS? CONCERNS? SUGGESTIONS?

Please contact us at support@yiupai.com to report any violations of these Terms of Service or to pose any questions regarding this Terms of Service or the Service.