

# Terms and Conditions

Last updated at 2024-08-08

Welcome to apply for registration as a user of Youcloud (collectively, “Youcloud” “we”, “us” or “our”) and use the services of Youcloud. Before completing the registration procedure or using Youcloud services (or referred to as “Youcloud account”) in any way, you(hereinafter referred to as the “user”) should carefully read and understand all the following terms and conditions(hereinafter referred to as “Agreement” or “Terms”). Before registering, you shall carefully read this Agreement and agree to abide by this Agreement before becoming a registered user. **Once the user completes “agree to terms and register”, or starts using this site or Youcloud services in any ways, it means that the user has read and agreed to be bound by the terms of this Agreement.** If you do not agree with the terms of this Agreement or any of them, do not proceed to the next step and stop the registration procedure, do not use, visit, register or otherwise access to this site. When using a single service or product of Youcloud, the user will be required to accept the relevant Agreement before using it.

You shall represent and warrant that (I) you are 18 years of age or older, and (II) if you are agreeing to these terms on behalf of a corporation or an entity, you are duly authorized by such corporation or entity.

**If the service purchased by the user is YouCloud 365, please pay special attention to this clause. YouCloud 365 is a To B commercial application for enterprise organizations. User confirms and guarantees that you have the right to register a YouCloud 365 account on behalf of your organization and have obtained the authorization from your organization to serve as the administrator of the YouCloud 365 account. User knows, understands and confirms that as a YouCloud 365 administrator, you have the right to open account seats for other personnel of your organization according to the purchase, and at the same time, opening account seats to others means that you guarantee that you have the right to agree to and be bound by this Agreement on behalf of the other account seat users, and have management responsibilities for the other account seat users to ensure that they comply with this Agreement.**

## 1.USE OF OUR SERVICE

When the user uses each single service or product of Youcloud, the user agrees to agree to the service terms of the single service and various announcements issued by Youcloud in the single service (hereinafter referred to



as “Single terms”), in which case the Single terms shall be effective for the user at the same time as the terms of this Agreement. **In case of any conflict between the Single terms and the provisions of this Agreement, the Single terms shall prevail within the binding scope of the single terms.**

## 2.USER REGISTRATION

YouCloud membership services are online virtual products. The service payment is the price of the online virtual product corresponding to the “Membership Entitlement” (which is defined as the right to use, access, and consume the YouCloud Services) purchased by user, and it is not a deposit, down payment or savings card. Once the membership entitlement is activated, the payment is non-refundable. The membership entitlement of different product versions shall be subject to the corresponding product introduction on the YouCloud official website. The usage of YouCloud service by user shall be subject to the backend records and statistics of YouCloud.

The registration information of Youcloud includes but is not limited to the user’s Youcloud account name, profile picture, password, email, telephone, certificate number or all information provided by the user when updating the account of Youcloud, as well as the name, profile picture and other information provided by the user when the user uses each single service of Youcloud.

According to relevant laws and regulations and considering the importance of Youcloud products and services, the user agrees:

- (1) Submit true and valid identity information when registering a Youcloud account, and conduct real name authentication if necessary;
- (2) Provide timely, detailed and accurate account registration information;
- (3) Constantly update the registration information to meet the requirements of timeliness, detail and accuracy.

The user should accurately provide and timely update your account information in accordance with the requirements of laws and regulations or the prompts on the corresponding pages of Youcloud, so as to make it true, timely, complete and accurate. The user agrees that the true, accurate and legal registration data of the Youcloud account provided by the user shall be the only evidence to determine the connection between the user and Youcloud account, and the identity of the user. While the user uses various services of Youcloud, the user agrees to accept various information services provided by Youcloud.

**If the information and materials provided by the user are untrue, untimely, incomplete or inaccurate, the user shall bear the consequences and losses arising from the failure to use Youcloud account (unable**



to register successfully, or the account is frozen or cancelled) or in the process of using Youcloud account.

The user guarantees to use YouCloud services for legal and compliant purposes, promises to comply with the relevant requirements of Article 9 of this Agreement, assumes legal responsibility for all actions taken in the process of using YouCloud services, and assumes joint liability with the actual user.

If any illegal use or other circumstances that may endanger the security of your YouCloud account are discovered, user shall immediately notify YouCloud in an effective manner to request the suspension of YouCloud services and report the case to the public security authorities. User understand and agree that it will take a reasonable amount of time for YouCloud to take action on your request, and YouCloud shall not be liable for any consequences (including but not limited to any losses) arising from any delay between receiving the notification and taking action, nor shall it be liable for any consequences not caused by the fault of YouCloud.

In order to enable the user to timely and fully understand the services provided by Youcloud, the user agrees that Youcloud may send various commercial information(including product updates, marketing activities, system maintenance, etc.) to the user for many times and for a long time without obtaining the user's consent.If user disagrees with YouCloud sending relevant information, user may provide feedback through the contact information provided in this Agreement or by contacting YouCloud customer service staff. YouCloud will cancel the sending of relevant information after receiving user's feedback. However, please note that once user refuse to receive information sent by YouCloud, YouCloud will be unable to provide you with service information related to this product in a timely and effective manner, and you will bear all responsibility for any possible losses caused by this.

In order to enable the user to obtain more perfect services, the user agrees that Youcloud will have a return visit by special staff by phone without obtaining the user's consent.

The user agrees that all materials, data and records related to the registration and use of Youcloud account, including but not limited to Youcloud account, registration information, all login records, consumption records and relevant use statistics, shall be owned by Youcloud. In case of any dispute, the user agrees that the system data of Youcloud shall prevail, and Youcloud shall guarantee the authenticity of such data.

### **3.SPECIAL REQUIREMENTS FOR NATURAL PERSON USERS**



If the user is an individual, Youcloud requires that the user must be at least 18 years old and have full capacity for civil rights and civil conduct. If you are a minor or a person with limited civil capacity, you are not qualified as the subject mentioned above, and you and your guardian shall bear all the consequences caused by the user's improper registration. (the user who is individual under the age of 18 applies for registration with the consent of their guardians, otherwise Youcloud has the right to close the account).

**If the user provides false information, the user shall be solely responsible for the resulting liabilities. Youcloud reserves the right to close the user account. If any loss is caused to Youcloud and its operator by the user's behavior, Youcloud shall have the right to claim against the user and his/her guardian for compensation of all losses.**

#### **4.MODIFICATION OF THE TERMS**

Youcloud reserves the rights to amend or modify this Agreement or the relevant terms of each Single terms at any time on Youcloud's sole discretion according to the laws, regulations,policies and business situation, and publish them by placing announcements on the website and other reasonable means when necessary. **When you use our various services, you shall timely read and understand the modified contents, and consciously abide by the terms of this Agreement and the relevant terms of the single service.** If you use the services in any way after this Agreement is effectively changed, it means you have agreed to all of the changes. In case of relevant disputes, the latest terms of the Agreement shall prevail. If you don't agree with the amended or modified Agreement, you are free to reject it; but you will no longer be able to use the Services. Youcloud has the right to stop using the services involved in the terms of this Agreement.

#### **5.CHANGE OR SUSPENSION OF SERVICES**

Youcloud has the right to adjust part or all of the YouCloud membership entitlement and/or service content due to its own consideration and/or other factors such as changes in laws, regulations and regulatory policies, adjustments to operating strategies, and clients' demands,including but not limited to changing, adding, replacing, optimizing membership entitlement, service type, membership package, package name, service-fee standard,product functions, and / or additional paid content and/or rules, etc.. Youcloud shall provide advance notice of the aforementioned adjustments on the website service page or in other reasonable ways. Provided that the user is not completely unable to use YouCloud products, the user agrees that YouCloud does not need to bear any responsibility to the user or third party when executing the above rights. In case of



additional paid content is added or changed, user can decide whether to purchase it based on its own consideration, and if user agrees to purchase it, the both parties should reach a supplementary agreement.

## 6.PRIVACY POLICY

Your privacy is very important to us and we greatly value it. Respecting your privacy is a basic policy of Youcloud. Youcloud will strictly abide by the laws and regulations to collect, store, use, disclose and protect personal information of the user.

Youcloud will take reasonable measures to protect users' personal information to prevent information loss, abuse, unauthorized access, disclosure, change or destruction. Youcloud promises not to disclose or provide the user's personal information to third parties except under the following circumstances:

- (1) Consent and authorization of the user has been obtained;
  - (2) Comply with relevant rules and regulations;
  - (3) Consistent with the public interest;
  - (4) The legitimate rights and interests of Youcloud need to be protected.
  - (5) Through the collected information, we can better understand products and services and user preferences.
- On the premise of fully protecting users' privacy data, Youcloud has the right to analyze and process users' databases.

Please see our Privacy Policy which forms part of this Agreement.

## 7.ACCOUNT SECURITY

Upon registration, you will be provided with an unchangeable login identifier ("Youcloud user ID") and a password which you can change according to the regulations of YouCloud. We reserve the right to refuse registration (or cancel a Youcloud User ID) for any reason and in our sole discretion. You shall be responsible for maintaining the confidentiality of your Youcloud user ID and password. **You are not allowed to share your Youcloud user ID and/or password for any reason and are fully and solely responsible for all activities that occur under your account. You hereby agrees that you are fully and solely responsible for any loss or damages to Youcloud or a third party arising from your failure to keep his account and password.** You agree to notify us immediately upon awareness of any unauthorized use of your account or any other breach of security.

## 8.FORCE MAJEURE

**Youcloud is exempted from the liability for the failure to properly perform any of its obligations, if the failure was a result of the force majeure. Due to force majeure, Youcloud has the right to cancel or suspend the Services at Youcloud's sole discretion. The events of force majeure includes, but is not limited to: hostilities (regardless of whether war is declared), civil war, rebellion, revolution, state of emergency; natural disasters (including hurricanes, cyclones, earthquakes, tsunami, floods, ground subsidence, snowfalls); changes in laws and regulations or government directives, and reasons unique to the characteristics of network services (such as failures of domestic and foreign basic telecom operators, computer or Internet related technical defects, Internet coverage restrictions, computer viruses, hacker attacks and other factors) , as well as other unforeseeable, unavoidable and insurmountable objective situations within the legal scope.**

## **9.REQUIREMENTS FOR USERS**

You shall independently bear the responsibility for your legal acts. You must comply with all local, national and international laws applicable to the service when using of the service. You hereby agree and warrant:

(1) You must comply with relevant local laws and regulations when using Youcloud products or services, It is not allowed to make, copy, publish and disseminate the following information on our site or services:

- (a) violation of the basic principles established in the constitution;
- (b) endangering national security, divulging state secrets, subverting state power and undermining national unity;
- © damage to national honor and interests;
- (d) inciting national hatred and discrimination and undermining national unity;
- (e) Sabotaging the state's religious policies and advocating heresies and feudal superstition;
- (f) spreading rumors, disturbing social order and undermining social stability;
- (g) spreading obscenity, pornography, gambling, violence, terror or abetting crime;
- (h) insulting or slandering others and infringing upon the legitimate rights and interests of others;
- (I) inciting illegal assembly, association, procession, demonstration or gathering people to disturb social order;
- (J) activities in the name of illegal civil society organizations;
- (k) contain other contents prohibited by laws and administrative regulations.

(2)do not interfere with or damage any part of the services of Youcloud in any way, including, without limitation, through decompiling, disassembling or reverse engineering the software , the use of viruses,



zombie programs, Trojan horses, harmful code, DDoS attacks, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;

(3) do not use scripts, robots, crawlers or other automatic mechanisms to collect information or otherwise interact with the service without the express written permission of Youcloud; It shall not copy, copy, modify, distribute, transfer, sell, publish, broadcast, execute, transmit, license or disseminate any part of this site or the content of Youcloud in any form;

(4) do not use this site or content as part of any service, for sharing, lending or use by multiple people, or for the purpose of any other organization, except as specifically permitted and only in a specified or agreed manner;

(5)The user shall properly keep the account information and password and abide by the following rules, otherwise the user shall bear the consequences and losses of the failure to use the Youcloud account (the account is frozen and cancelled) or in the process of use:

(a) It is prohibited to grant, rent, transfer, borrow, sell, share or authorize YouCloud accounts to third parties in any way, whether paid or free of charge ;

(b) It is prohibited to use access IP addresses come from cloud service providers, computer room networks, etc.;

(c) It is forbidden to use a single account in multiple cities within a certain period of time.

(6)The user shall not abuse Youcloud services, including but not limited to: using Youcloud services to infringe intellectual property rights or legitimate interests of any individual or entity.

(7)The user shall not infringe the rights of any individual or entity, including but not limited to its intellectual property, privacy, image or contract rights.

**The user must bear legal responsibility for their actions in the process of using Youcloud services. The forms of legal liability borne by the user include but are not limited to: compensation for the infringed party and the same amount of compensation to Youcloud or its Affiliated party after Youcloud or its Affiliated party first bears the administrative penalty or infringement damages liability caused by the user's behavior. If users violate the above provisions, YouCloud may independently judge and deal with it (including warnings, restricting functions, suspending service, deleting illegal information, locking accounts, etc.), and has the right to terminate all or part of the services to users immediately without prior notice, and reserves the right to pursue relevant responsibilities of user.**

## **10.AUTHORIZATION OF USER INFORMATION**



**This authorization clause is an effective basis for determining the rights and obligations related to the user's personal information, and shall always be legally binding on users unless it violates mandatory provisions of national laws and administrative regulations.**

**Youcloud will collect the information and personal information generated by the user using Youcloud according to law. You hereby grant us to collect and use the user's relevant information on Youcloud (including but not limited to the user's service information using Youcloud, landing page information generated through Youcloud's business, etc.), and will not investigate the legal responsibility of Youcloud.**

**For the purpose of providing more accurate and objective data analysis services to the user by Youcloud, the user agrees that Youcloud may, within the scope of statistical analysis of advertising data, collect, analysis and display the advertising information (including advertising copy, advertising pictures, advertising videos, etc.) publicly released by the user. YouCloud promises not to tamper with or distort the advertising information.**

**If you refuse to collect and use the above information, Youcloud will not be able to continue to provide services.**

## **11. INTELLECTUAL PROPERTY CLAUSE**

**All rights, titles and interests of Youcloud product and the relevant service (including but not limited to brand name, trademark and logo, proprietary technology, intellectual property rights, copyright and domain name and etc.) are owned or licensed by Youcloud and are strictly protected by law. The user shall not engage in any form of using or copying logos, business information, technology and other materials of Youcloud without the written consent of Youcloud. The user shall not use the intellectual property license obtained from Youcloud for other purposes beyond the purpose and scope agreed in this Agreement.**

**The data involved in Youcloud service comes from Youcloud's own database, industry disclosure, market disclosure or company authorization, which are obtained by legal collection means and other legal methods such as sampling survey. If some text, data or picture materials are collected from public information, the ownership is owned by the original owners, and Youcloud is only for reasonable quote and reference to explain relevant problems. Youcloud strives but cannot guarantee the complete accuracy and integrity of such information. Users should respect the intellectual property rights of third parties and be responsible for their own use and the legal consequences arising therefrom.**





User of YouCloud Inspiration Library services must comply with the following terms:

(1) YouCloud Inspiration Library only provides users with advertising creative inspiration management tools. User should respect the intellectual property rights of third parties when using the services and be responsible for their own use and the bear all consequences arising therefrom.

(2) As the platform manager, YouCloud has the right to review the legality and compliance of videos or other materials uploaded by users and reasonably deal with it. All legal liabilities for infringement caused by such materials shall be borne by the user yourself, YouCloud does not assume any responsibility for the damage caused by user to the rights holder. At the same time, YouCloud reserves the right to pursue legal liability for user who upload illegal and infringing materials and cause losses to YouCloud.

User of YouCloud AI Creation Tools must comply with the following terms:

(1) User understands and promises that your input when using YouCloud AI Creation Tools shall not violate laws, regulations and regulatory policies, and shall not infringe on anyone's intellectual property rights, reputation rights, name rights, privacy rights and other legal rights. Otherwise, you shall bear all the resulting infringement risks and legal liabilities. You shall also bear all direct and indirect losses suffered by YouCloud (including but not limited to economic, goodwill, rights protection expenses, attorney fees, etc.).

(2) User knows, understands and agrees that if you have the right to your input and/or output in accordance with the law, all content you upload and publish during the use of YouCloud AI Creation Tools will not transfer intellectual property rights, portrait rights and other rights due to uploading and publishing, unless otherwise agreed with you. At the same time, you understand and agree that YouCloud will store and use the non-confidential content you upload and publish within the scope permitted by law in order to achieve the purpose of this service.

(3) As the platform manager, YouCloud has the right to review the legality and compliance of the content input/output by user and make reasonable disposal.

User may obtain by recharge or be given by YouCloud various virtual products such as points, credits, coupons, memory capacity, etc. when using the YouCloud service. The aforementioned virtual products can only be used for the designated purposes announced by YouCloud, and are subject to restrictions such as the period of use and method (such as consistency with the YouCloud account validity period, etc.). They cannot be returned, exchanged for cash, transferred, sold, exchanged, or mortgaged, etc., and will be deducted when used. The specific rules of use shall be subject to the display or description of the service page of YouCloud.

## **12. THIRD PARTY RESOURCES**



The Service may provide you with access ( including links or references ) to products, services, data, information, sites or other materials which are provided or operated by third parties (collectively, “Third Party Products”). Third Party Products are not under Youcloud’s control so you expressly acknowledge that Youcloud is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspects of such Third Party Products. Any provision by Youcloud of Third Party Products, and any exchange of data between you and any third-party provider of a Third Party Product, is solely between you and the applicable third-party provider. We strongly advise you to read all third-party terms and conditions and privacy policies.

### **13. NOTICE ALL**

notifications sent to the user can be sent by e-mail, SMS, regular letters or announcements in a prominent position on the website. Youcloud will pass messages to the user through one of the above methods to inform them of the modification of service terms, service changes, or other important things.

### **14. PLATFORM RESPONSIBILITIES**

YouCloud hereby expressly declares that it does not make any expressive or implied warranties for the Services, including but not limited to warranties, statements or commitments regarding the applicability of the Services, the absence of omissions or errors, continuity, accuracy, reliability, and suitability for a particular purpose.

YouCloud makes no promises or guarantees regarding the effectiveness, accuracy, correctness, reliability, quality, stability, integrity and effectiveness of the technologies and information involved in the Services.

Under no circumstances shall YouCloud be liable for any failure to provide services or delays in services due to Internet connection failures, computer, communication or other equipment or system failures, power failures and other privacy issues.

### **15. SETTLEMENT OF DISPUTES AND GOVERNING LAWS**

This clause applies to the laws of the people’s Republic of China and excludes the application of all conflict of laws provisions.

In case of any dispute, the user and Youcloud agree to submit the dispute to the people’s court with jurisdiction at the place where this Agreement is signed. This Agreement is signed in Panyu District, Guangzhou City, Guangdong Province, China. In case of any conflict between the Single terms and the terms



of this Agreement in terms of legal jurisdiction, the Single terms shall prevail within the scope of restriction of the Single terms.

## **16. MISCELLANEOUS**

(1) The failure of Youcloud to exercise, delay to exercise in time or fail to fully exercise the rights enjoyed by this clause or in accordance with the law shall not be deemed as a waiver of this right, nor shall it affect Youcloud's exercise of this right in the future.

(2) If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

**(3) Youcloud reserves the sole right to the final interpretation of this Agreement.**

**(4) Contact us: 020-35672278; Email: youcloud@youmi.net**