



# AdFox.ai Service Agreement

Updated on January 16 , 2026

Party A is the purchaser of AdFox.ai products, and Party B is the service provider of AdFox.ai products.

## **WHEREAS:**

1. Both Party A and Party B are legally registered, operating, and validly existing companies, or individuals with full capacity for civil conduct, or other legal entities. Both parties have the right to enter into this Agreement and the ability to perform their obligations hereunder.

2. AdFox is an ad intelligence platform built for marketers, covering websites, games, and apps, aggregating massive creative assets from multiple media platforms to help users drive growth with comprehensive insights.

Through friendly negotiations and based on the principle of mutual benefit, both parties hereby reach the following agreement regarding Party A's purchase of AdFox.ai product services from Party B, which shall be jointly abided by both parties:

## **Article 1 Cooperation Content**

1.1 Party A agrees to purchase AdFox.ai product services. Party B shall provide Party A with AdFox.ai account membership rights and services according to the AdFox.ai product service package selected by Party A, and Party A shall pay the corresponding fees.

1.2 The description of the functional services of Party B's AdFox.ai products shall be subject to the service function descriptions and usage rules published on Party B's official website in real time(URLs: <https://adfox.ai/>). The product service modules purchased by Party A this time and the corresponding service fees shall be subject to the attachment.

## **Article 2 Service Term**

2.1 The service term shall commence from the date on which Party B activates the AdFox.ai product service membership account for Party A in accordance with Party A's request after receiving the service fee. The specific service term shall be subject to the actual purchase of the AdFox.ai product service by Party A (for details, please refer to Attachment 1).



**2.2 This contract shall terminate automatically upon the expiration of the service term. If Party A actually purchases the products of Party B and selects the automatic renewal service, the server of this contract shall be subject to the *Automatic Renewal Service Rules*.**

### **Article 3 Fee Settlement**

3.1 Implementation of the “prepayment before activation” method:

3.1.1 Party A shall, within five (5) business days after the signing of this Contract, pay Party B the membership service fee corresponding to the AdFox.ai product service functions selected by Party A. Upon receipt of the full payment, Party B shall activate the corresponding service functions for Party A as requested. Party B's acknowledgment of receipt of payment from either Party A or a third party authorized by Party A shall be deemed as Party A's performance of the payment obligation under the Contract.

3.1.2 If Party A needs to upgrade its service functions, Party A shall pay Party B the service fee corresponding to the proposed upgraded service functions after confirmation (the fee shall deduct the service fee corresponding to the unused period of the original service functions). Party B shall upgrade the corresponding service functions for Party A in accordance with Party A's request after receiving the full payment. The service term shall be recalculated from the date of activation of the upgraded service.

3.2 Receipt and Invoices:

3.2.1 Upon receiving payment, Party B shall issue a receipt for the corresponding amount to Party A via email to Party A's designated email address.

3.2.2 If Party A still requires an invoice for the corresponding amount, Party A may apply for an invoice by providing complete and accurate invoicing information to [service@mail.adfox.ai](mailto:service@mail.adfox.ai). For data product services purchased in the current month, Party A shall promptly provide invoicing information and complete the invoicing application within the following month. If Party A is an individual and requests an invoice with the letterhead of a company designated by Party A, a letter of authorization for payment from Party A's designated company, stamped with the company seal, is also required.

### **Article 4 Rights and Obligations of Party A**

4.1 Upon payment of the corresponding fees as stipulated in the Contract, based on the selected products, Party A shall enjoy the AdFox.ai account membership service rights and interests. The membership rights and interests of different product versions shall be subject to the corresponding product introductions on AdFox.ai official website. The usage of Party A's membership account shall be subject to the statistics recorded by the AdFox.ai system.

**4.2 The AdFox.ai account membership service is an online product and virtual product. The membership service fee is the price of the online product corresponding to the membership service purchased by Party A, and is not of the nature of advance payment, deposit, down payment, or debit card. Once the membership service is activated, it is non-refundable, unless Party B's fundamental breach of contract results in the failure to achieve the purpose of the Contract. If the unavailable duration of the account membership service reaches 0.5 days or more due to Party B and the AdFox.ai product itself, Party B shall extend the service term for Party A by 3 times the unavailable duration. The compensation duration shall be calculated in days. If the cumulative unavailable duration of the membership service reaches 7 days or more, Party A has the**



**right to require Party B to compensate 3 times the unavailable duration or terminate this Agreement. If Party A chooses to terminate this Agreement, Party B shall refund the membership fee corresponding to the unused service term (the refund base shall be based on the actual amount paid by Party A, and the free gift duration shall not be included in the refund calculation).**

4.3 The scope of compensation or refund mentioned in 4.2 of this Contract shall not apply to the unavailability of services caused by the following reasons:

4.3.1 Caused by network or equipment failures or configuration adjustments other than the equipment belonging to AdFox.ai;

4.3.2 Caused by hacking attacks on Party A's equipment or network;

4.3.3 Caused by the loss or leakage of data, passwords, etc. due to Party A's improper maintenance or insufficient confidentiality;

4.3.4 Caused by Party A's negligence or operations authorized by Party A;

4.3.5 Caused by Party A's failure to follow the usage rules of AdFox.ai products;

4.3.6 Caused by the suspension or termination of services due to Party A's violation of 4.4 or 5.5 of this Contract;

4.3.7 Short-term service interruption caused by the normal maintenance and upgrade of AdFox.ai products as described in this Contract;

4.3.8 The intelligent placement function section is subject to the suspension or restriction of account access, data return, and/or changes in data indicators due to third-party systems such as media placement platforms.

4.3.9 Service interruption or suspension caused by abnormal services of third-party network service providers or basic cloud service providers;

4.3.10 Caused by force majeure.

4.4 The ownership of the AdFox.ai account belongs to Party B, and Party A only has the right to use the AdFox.ai account. The AdFox.ai account is limited to Party A's use. Party A shall ensure the legitimate and compliant use of Party B's AdFox.ai product services and bear legal responsibility for all actions in the process of using AdFox.ai services. Party A is obligated to properly keep its service account and password and abide by the following rules 4.4.1-4.4.6. Otherwise, Party A shall bear all consequences and losses arising from the inability to use the AdFox.ai product account (including but not limited to account freezing, cancellation) or during use.

4.4.1 It is prohibited to donate, lease, transfer, lend, sell, or license the AdFox.ai product account to a third party or share the account with a third party for fee or free of charge in any way;

4.4.2 It is prohibited to collect or store any data of Party B's products using technologies such as web crawlers.

4.4.3 It is prohibited to access from IP addresses originating from cloud service providers, computer room networks, etc.;

4.4.4 It is prohibited to engage in other behaviors that endanger the security of Party B's systems and data;

4.4.5 It is prohibited for Party A to use Party B's services for illegal purposes;



4.4.6 It is not allowed to violate the usage rules specified in this Contract and its attachments, supplementary agreements, and the usage rules and policies published by Party B.

4.5 Party A shall not provide or allow any third party to use all data, charts, or reports obtained from AdFox.ai product services. If Party A needs to use the above data, charts, or reports in its public industry reports or sharing, Party A shall indicate that the above data, charts, or reports are all from specific AdFox.ai products, and Party B reserves the final interpretation right for the above data, charts, or reports.

4.6 During the validity period of this Contract and within one year after the termination of the Contract, Party A and its employees shall not employ any employees of Party B who have provided services to Party A in any way, nor recommend employees of Party B to any third party.

## **Article 5 Rights and Obligations of Party B**

5.1 Party B shall provide Party A with the user manual of AdFox.ai product services and activate the corresponding membership account function permissions in accordance with the provisions of this Contract.

5.2 Party B shall make its best efforts to ensure the normal and stable operation of AdFox.ai product services. For the smooth and stable operation of the services, Party B needs to conduct regular or irregular shutdown maintenance, upgrades, and updates of product servers. If the use of Party A is temporarily affected thereby, it shall not be deemed as Party B's breach of this Agreement. Party B shall notify Party A in writing in advance and is obligated to try its best to avoid service interruption or limit the interruption time to the shortest possible. If the cumulative impact duration exceeds 24 hours, it shall be handled in accordance with the provisions of 4.2.

5.3 Party B guarantees that the data statistics (including data, charts, or reports) provided by AdFox.ai product services are legally collected and processed by Party B or authorized by third parties for Party B to provide the above services through AdFox.ai products. For the avoidance of doubt and to protect Party A's right to know, Party B has fully informed Party A that the content involving advertising creativity and materials in AdFox.ai products is only vertical search services provided by Party B, and the intellectual property rights of the involved advertising creativity and materials do not belong to Party B. If a third party enjoys corresponding intellectual property rights, Party A shall respect the third party's intellectual property rights and be responsible for its own use behavior when using them.

5.4 In accordance with the requirements of relevant data laws, without prejudice to Party A's legitimate rights and legal use, Party B shall store Party A's registration information, consumption information, and other information on its platform servers. However, Party B shall ensure information security in accordance with relevant laws and regulations and shall not disclose it to third parties without Party A's written consent. After the Contract expires, and without violating the regulatory requirements of relevant laws and regulations (such as the retention period of specific information, etc.), Party B shall clear the above-mentioned information of Party A.

5.5 Party B has the right to stop the illegal use of AdFox.ai accounts. If Party B discovers that Party A has violated laws, regulations, policies, government agency requirements, or third-party rights, or violated the provisions of this Contract during the use of AdFox.ai product services, Party B has the right to interrupt or terminate the provision of AdFox.ai product services under this Contract to Party A at any time (the services include but are not limited to



paid and free services) without bearing any responsibility to Party A, and the losses arising therefrom shall be borne by Party A independently.

5.6 Party B has the right to adjust part or all of the AdFox.ai account membership rights and/or service content based on changes in laws, regulations, and regulatory policies, operational strategy adjustments, user needs, and other factors (including but not limited to changing, adding, replacing, optimizing part of the membership rights and/or service types, membership packages, and service charging standards, membership names and/or rights rules, adding or changing additional paid content and/or rules, adjusting and optimizing part of the product functions, etc.). For the aforementioned adjustments, AdFox.ai shall notify in advance through the website service page or other reasonable methods. At the same time, Party B shall try its best to reduce the adverse impact of the aforementioned adjustments on Party A's existing membership rights and interests. If additional paid content is added or changed, Party A has the right to independently decide whether to purchase such services according to its own needs. If Party A agrees to purchase, both parties shall agree through a supplementary agreement.

5.7 During the use of AdFox.ai account membership services, Party A may obtain or receive various virtual products provided by Party B such as points, credits, coupons, and memory capacity through recharge. The aforementioned virtual products can only be used for the specified purposes announced through official AdFox.ai channels and are subject to restrictions such as usage period and method (such as consistent with the account validity period). They cannot be returned, exchanged for cash, transferred, sold, exchanged, mortgaged, etc., and will be deducted and consumed when used. The specific usage rules shall be subject to the display or explanation on AdFox.ai's service page.

## **Article 6 Intellectual Property Rights and Confidentiality**

6.1 Party B shall enjoy all rights and interests such as ownership and intellectual property rights of AdFox.ai products. The effectiveness and performance of this Contract shall not constitute the transfer or waiver of the above rights or interests by Party B. Party A obtains the right to use the products in accordance with this Contract and may only use Party B's products within the scope of this Contract. All rights or interests involved in Party B's products (including but not limited to patents, trademarks, copyrights, trade secrets, data rights and interests, etc.) belong to Party B or the original right holders. Party A shall not engage in any form of copying, imitating, distributing, licensing, or other acts that infringe upon the relevant data products and software copyrights of Party B, nor disclose or transfer part or all of the product services obtained from Party B based on this Contract to any individual, enterprise, or other third party, otherwise it shall be deemed a breach of contract.

6.2 To better perform this Contract and highlight the friendly cooperative relationship between both parties, Party A agrees that Party B may use it as an excellent customer case on AdFox.ai, official product websites, official accounts, and promotional materials to indicate that Party A is or has used AdFox.ai products.

6.3 To protect Party A's data security, Party B will adopt industry-standard security protection measures, to ensure the security of account login and data storage through security technologies, account data isolation, strict access rights, and other methods.

6.4 To enable Party B to provide Party A with more comprehensive, accurate, and objective data analysis services, Party A agrees that Party B may collect the advertising information launched by Party A through public channels through legal channels and means for legal purposes and use it to provide advertising data analysis and display on Party B's website. Party B undertakes not to tamper with or distort the advertising information. If it is confirmed that Party A has suffered actual losses due to the acts of Party B clearly stated in this article, Party A has the right to require Party B to delete it in writing and Party B shall bear legal responsibility.

6.5 Party B undertakes to keep confidential the data and information provided by Party A during the validity period of this Contract. Except for the purpose of achieving this Contract, Party B will not publish, disclose, or transfer Party A's information to any third party without legal provisions or Party A's written permission.

6.6 Party A shall keep confidential the content of this Contract and the confidential information of Party B such as quotation information and personnel information provided by Party B to Party A. Without Party B's written consent, Party A and its employees shall not disclose, leak, disseminate, or transfer them to any third party in any way.

6.7 Considering that Party B is an independent third-party data analysis platform, data errors or delays may occur due to technical factors (such as sampling statistical analysis), data compliance requirements of media platforms (such as desensitization of part of the data), etc., and the product content is for reference only.

6.8 This clause shall not become invalid upon the expiration of the service period of this Agreement.

## **Article 7 Liability for Breach of Contract**

7.1 If either party breaches this Contract, the non-breaching party has the right to require the breaching party to bear the liability for breach of contract. The liability arising therefrom shall be borne by the breaching party. If the non-breaching party suffers losses, the breaching party shall compensate for them. All compensations under this Agreement shall be limited to the total contract amount.

7.2 If the account service is not activated as stipulated in the Contract due to the reasons of Party B, Party A has the right to require Party B to continue performing the Contract and compensate for Party A's actual losses. If Party A fails to make payment within the time stipulated in the Contract, Party A shall bear the legal liabilities and consequences of the suspension or termination of services. For each day of delay, Party A shall pay 0.1% of the overdue unpaid items to Party B as liquidated damages, and shall also bear the relevant expenses such as attorney fees, travel expenses, and investigation and evidence collection fees incurred by Party B for collecting the payment.

7.3 Due to force majeure events that cannot be reasonably controlled, unforeseen, or unavoidable even if foreseen by both parties (such as war, tsunami, flood, earthquake, network virus or hacking attacks recognized by government agencies, telecommunications line failures, power outages, network failures, basic cloud server failures, natural disasters, etc.), which cause either or both parties to be unable to perform, delay the performance of this Contract, or fail to achieve the purpose of the Contract, neither party shall be liable for the delay or breach of performance of their respective obligations under this Agreement.

7.4 If other clauses of this Contract specifically stipulate the breach of contract and liability for breach of contract by one party, and the provisions of that clause are different from those of this article, the provisions on breach of contract and liability for breach of contract stipulated in other clauses shall prevail.



7.5 Without legal reasons or the reasons agreed in this Agreement, neither party has the right to unilaterally terminate this Agreement. Otherwise, it shall compensate the other party for the direct economic losses suffered due to the failure to fully perform this Agreement.

#### **Article 8 Prohibited Clauses**

8.1 If an employee of either party directly or indirectly requests the other party to provide any form of improper benefits in any way, the requested party shall immediately notify the other party.

#### **Article 9 Dispute Resolution**

**9.1 The validity, interpretation, execution, jurisdiction, and dispute resolution of this Contract shall be governed by the laws of the People's Republic of China (excluding Hong Kong, Macao, and Taiwan). Any dispute arising from this Contract or in connection with this Contract and the attached order shall be resolved through friendly negotiations between both parties. If the negotiation fails, a lawsuit shall be filed with the people's court where this Contract is signed. This contract is signed in Panyu District, Guangzhou City, Guangdong Province.**

#### **Article 10 Others**

10.1 If any clause or clauses contained in this Contract are deemed invalid, illegal, or unenforceable in any respect for any reason, such invalidity, illegality, or unenforceability shall not affect the validity of any other clauses in this Contract and the entire Contract. This Contract shall be deemed as never containing such clauses, and other clauses of the Contract shall remain valid.

10.2 This contract and the rights and obligations hereunder shall not be transferred by either party unilaterally in any way unless agreed in writing by all parties through friendly negotiations.

10.3 Each party shall pay the taxes related to this Contract in accordance with the provisions of the currently effective tax laws and regulations of the People's Republic of China.

10.4 This contract shall come into effect immediately upon the actual payment made by Party A for the AdFox.ai product services.

(No text below)

<b>Annex: AdFox.ai Product Pricing Information Sheet Service Module</b>	Version	Price and Service Term	Account Quantity
AdFox.ai	Professional Version	① \$1,190/year, valid for 365 days from the date of self-service activation;  ② \$149/month, valid for 30 days from the date of self-service activation.	1
Remarks	The AdFox.ai product account does not support multiple concurrent logins. In the event of any price changes for this product, the official website price and relevant policies of Party B (at the time of Party A's actual purchase) shall prevail.		