

Last Updated: August 6, 2020

Terms of Service

PLEASE READ THIS TERMS OF SERVICE AGREEMENT (THE “**TERMS**”) CAREFULLY. SHANGHAI CUNTU TECHNOLOGY CO., LTD. (“**CUNTU**” OR “**WE**” OR “**US**”) MAKES AVAILABLE BY ACCESSING OR USING THIS WEBSITE (WWW.PHOTOVAULT.CN) AND ANY OTHER WEBSITES OF CUNTU (COLLECTIVELY, THE “**WEBSITE**”), AND THE SERVICE AND APPLICATIONS DESCRIBED IN THESE TERMS. BY ACCESSING OR USING THE WEBSITE IN ANY WAY, INCLUDING USING THE SERVICES AND RESOURCES AVAILABLE OR ENABLED VIA THE WEBSITE OR APPLICATIONS (THE “**SERVICE**”), DOWNLOADING THE SOFTWARE APPLICATIONS PROVIDED BY CUNTU FOR MOBILE DEVICES (EACH, AN “APPLICATION”, AND COLLECTIVELY, THE “**APPLICATIONS**”), COMPLETING THE REGISTRATION PROCESS, AND/OR MERELY BROWSING THE WEBSITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH CUNTU, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS PERSONALLY OR ON BEHALF OF THE COMPANY YOU HAVE NAMED AS THE CUSTOMER, AND TO BIND THAT COMPANY TO THE TERMS. THE TERM “YOU” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE CUSTOMER WHEN YOU REGISTERED ON THE WEBSITE. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS, YOU MAY NOT ACCESS OR USE THIS WEBSITE OR THE SERVICE.**

IF YOU SUBSCRIBE TO THE SERVICES FOR A TERM (THE “INITIAL TERM”), THEN THE TERMS WILL BE AUTOMATICALLY RENEWED FOR ADDITIONAL PERIODS OF THE SAME DURATION AS THE INITIAL TERM AT CUNTU’S THEN-CURRENT FEE FOR SUCH SERVICES UNLESS YOU DECLINE TO RENEW YOUR SUBSCRIPTION IN ACCORDANCE WITH SECTION 6.5 BELOW.

THE TERMS OF USE REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

PLEASE NOTE THAT THE TERMS ARE SUBJECT TO CHANGE BY CUNTU IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Cuntu will make a new copy of the Terms of Service available at the Website. We will also update the “Last Updated” date at the top of the Terms. Any changes to the Terms will be effective immediately for new users of the Website or Service and for any other users who expressly agree to them. Otherwise, such changes will be effective thirty (30) days after posting of notice of such changes on the Website for existing users, provided that any material changes shall be effective for users who have a registered account on the Website (each, a **“Registered User”**) upon the earlier of thirty (30) days after posting of notice of such changes on the Website. Cuntu may require you to agree to the updated Agreement in a manner specified before further use of the Website or the Service is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you

shall stop using the Website and/or the Service. Otherwise, your continued use of the Website and/or Service constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT AGREEMENT.

1. Service Description.

Cuntu offers a variety of tools, applications, web services and widgets that allows users to capture, control and manage data (photos and videos) on your electronic devices. You can use the Service to move files from one storage location on your device to a restricted storage location, and create backup copies of your data.

2. Use of the Service and Cuntu Properties.

Cuntu and its licensors own all rights, title, and interest in the Application, the Software, the Website, the Service, and the information and content available on or through the foregoing (collectively, the “Cuntu Properties”). The Cuntu Properties are protected by copyright laws throughout the world. Subject to the Terms, Cuntu grants you a limited license to reproduce portions of the Cuntu Properties for the sole purpose of using the Cuntu Properties for your personal, non-commercial purposes. Unless otherwise specified by Cuntu in a separate license, your right to use any Cuntu Properties is subject to the Terms. Cuntu and its licensors reserve all rights not granted in these Terms.

2.1 Application License.

Application License. Subject to your compliance with the Terms, Cuntu grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to

download, install and use a copy of the Application on a single mobile device or computer that you own or control and to run such copy of the Application solely for your own personal use. Furthermore, with respect to any Application accessed through or downloaded from the Apple App Store (an “**App Store Sourced Application**”), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and (ii) as permitted by the “Usage Rules” set forth in the Apple App Store Terms of Service.

2.2 Cuntu Software.

Use of any software and associated documentation, other than the Application, that is made available via the Website or the Service (“**Software**”) is governed by the Terms. Any copying or redistribution of the Software is prohibited, including any copying or redistribution of the Software to any other server or location, redistribution or use on a service bureau basis. If the Software is a pre-release version, then you are not permitted to use or otherwise rely on the Software for any commercial or production purposes. Cuntu grants you a non-assignable, non-transferable, non- sublicensable, revocable non-exclusive license to use the Software for the sole purpose of enabling you to use the Service in the manner permitted by the Terms. Some Software may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of the Terms.

2.3 Updates.

You understand that the Cuntu Properties are evolving. As a result, Cuntu may require you to accept updates to the Application or the Software that you have installed on your computer or mobile device. You acknowledge and agree that Cuntu may update the Cuntu Properties with or without notifying you. Any updates to the Cuntu Properties are subject to these Terms. You may need to update third party software from time to time in order to continue using the Cuntu Properties.

2.4 Certain Restrictions.

The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Cuntu Properties, (b) you shall not frame or utilize framing techniques to enclose any Cuntu trademark or logo (including images, text, page layout or form); (c) you shall not use any metatags or other “hidden text” using Cuntu’s name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Cuntu Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not attempt or engage in, any potentially harmful acts that are directed against the Cuntu Properties, including but not limited to violating or attempting to violate any security features of the Cuntu Properties, using any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any Cuntu Properties, or introducing viruses, worms, or similar

harmful code into the Cuntu Properties; (f) access the Cuntu Properties in order to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of the Cuntu Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Cuntu Properties; (i) you shall not use the Cuntu Properties in any manner that could damage, disable, overburden, or impair Cuntu's systems or networks, or interfere with any other party's use and enjoyment of the Cuntu Properties, including without limitation, by means of overloading, "flooding," "spamming," "mail bombing", or "crashing" the Cuntu Properties; (j) you may not attempt to gain unauthorized access to any computer systems or networks associated with the Cuntu Properties; (k) . Any future release, update or other addition to the Cuntu Properties shall be subject to the Terms. Cuntu, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of the Cuntu Properties terminates the licenses granted by Cuntu pursuant to the Terms.

2.5 Third Party Materials.

As a part of the Cuntu Properties, you may have access to materials that are hosted by another party. You agree that it is impossible for Cuntu to monitor such materials and that you access these materials at your own risk.

3. Registration.

3.1 Registering Your Account.

In order to access certain features of the Cuntu Properties, you may be required to become a Registered User. For purposes of the Terms, a “**Registered User**” is a user who has registered an account on the Application (“**Account**”).

3.2 Registration Data.

In registering for the Service, you agree to (1) provide true, accurate, current and complete information about yourself as prompted by the Service’s registration form (the “Registration Data”); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (1) at least sixteen (16) years old; (2) of legal age to form a binding contract; and (3) not a person barred from using the Service under the laws of your place of residence or any other applicable jurisdiction. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of the Cuntu Properties by minors. If you provide any information that is untrue, inaccurate, not current or incomplete, or Cuntu has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Cuntu has the right to suspend or terminate your Account and refuse any and all current or future use of the Cuntu Properties (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account per platform at any given time. Cuntu reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a

third party that a username violates the third party's rights. You agree not to create an Account or use the Cuntu Properties if you have been previously removed by Cuntu, or if you have been previously banned from the Service.

3.3 Activities Under Your Account.

You are responsible for all activities that occur under your Account. You may not share your Account or password or validation code with anyone, and you agree to (1) notify Cuntu immediately of any unauthorized use of your password or any other breach of security; and (2) exit from your Account at the end of each session.

3.4 Necessary Equipment and Software.

You must provide all equipment and software necessary to connect to the Cuntu Properties, including but not limited to, a mobile device that is suitable to connect with and use the Cuntu Properties, in cases where the Service offer a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Cuntu Properties.

4. Responsibility for Content.

4.1 Types of Content.

You acknowledge that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials accessible through the Cuntu Properties, whether publicly posted or privately transmitted ("**Content**"), are the sole responsibility of the party from whom such Content originated. This means that you, and not Cuntu, are entirely responsible for all Content that you

upload, post, e-mail, transmit or otherwise make available (“**Make Available**”) through Cuntu Properties (“**Your Content**”).

5. User Conduct.

As a condition of use, you agree not to use the Cuntu Properties for any purpose that is prohibited by the Terms or by applicable law. You shall not (and shall not permit any third party) either (a) to take any action or (b) Make Available any Content on or through the Website and the Service that: (i) infringes or violates any patent, trademark, trade secret, copyright, contractual right, right of publicity or other right of any person or entity; (ii) violates any acceptable use or other information technology policy that may apply to your use of any computer system or network; (iii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortious, obscene, offensive, or profane; (iv) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (v) involves commercial activities and/or sales without Cuntu’s prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes; (vi) impersonates any person or entity, including any employee or representative of Cuntu; or (vii) is inappropriate in any other manner that Cuntu determines in its sole, reasonable discretion.

6. Fees and Purchase Terms.

6.1 General Purpose of Terms: Sale of Service, not Software.

The purpose of the Terms is for you to secure access to the Services. All fees set forth within and paid by you under the

Terms shall be considered solely in furtherance of this purpose. In no way are these fees paid considered payment for the sale, license, or use of Cuntu's Software or Application, and, furthermore, any use of Cuntu's Software or Application by you in furtherance of the Terms will be considered merely in support of the purpose of the Terms.

6.2 Payment.

You agree to pay all fees or charges to your Account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Cuntu collects payments through a limited number of payment services ("**Payment Provider**"). You must provide Cuntu with valid account information for the respective chosen Payment Provider. Your Payment Provider agreement governs your use of the designated credit card or other payment method, and you must refer to that agreement and not the Terms to determine your rights and liabilities. By providing Cuntu with your payment information, you agree that Cuntu is authorized to immediately invoice your Account for all fees and charges due and payable to Cuntu hereunder and that no additional notice or consent is required. You agree to immediately notify Cuntu of any change in payment credentials for payment hereunder. Cuntu reserves the right at any time to change its prices and billing methods, either immediately upon posting on the Website.

6.3 Service Subscription Fees.

You will be responsible for payment of the applicable fee for any Services (each, a "**Service Subscription Fee**") at the

time you create your Account and select the term of your subscription (each, a “**Service Commencement Dat**”). Except as set forth in the Terms, all fees for the Services are non-refundable. No contract will exist between you and Cuntu for the Services until Cuntu or the Payment Provider, for example Apple or Google, accepts your order by a confirmatory e-mail, SMS/MMS message, or other appropriate means of communication.

6.4 Taxes.

Cuntu’s fees are net of any applicable Sales Tax. If any Service, or payments for any Service, are subject to Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to Cuntu, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority and you will indemnify Cuntu for any liability or expense we may incur in connection with such Sales Taxes. Upon our request, you will provide us with official receipts issued by the appropriate taxing authority, or such other evidence that you have paid all applicable taxes. For purposes of this section, “**Sales Tax**” shall mean any sales or use tax, and any other tax measured by sales proceeds, that Cuntu its permitted to pass to its customers that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

6.5 Automatic Renewal.

Your subscription will continue indefinitely until terminated in accordance with the Terms. **After your initial subscription period, and again after any subsequent**

subscription period, your subscription will automatically commence on the first day following the end of such period (each a “Renewal Commencement Date”) and continue for an additional equivalent period, at Cuntu’s then-current price for such subscription. You agree that your Account will be subject to this automatic renewal feature unless you cancel your subscription at least 24 hours prior to the Renewal Commencement Date by logging into and going to the “Manage App Subscriptions” page in the Apple App Store or the “My Apps” page in the Google Play Store app. The same page will permit you to change your Account settings if you do not wish your subscription to renew automatically, or if you want to change or terminate your subscription.

If you cancel your subscription, you may use your subscription until the end of your then-current subscription term; your subscription will not be renewed after your then-current term expires.

However, you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. By subscribing, you authorize Cuntu to charge your Payment Provider now, and again at the beginning of any subsequent subscription period. Upon renewal of your subscription, if Cuntu does not receive payment from your Payment Provider, (i) you agree to pay all amounts due on your Account upon demand, and/or (ii) you agree that Cuntu may either terminate or suspend your subscription and continue to attempt to charge your Payment Provider until payment is received (upon receipt of payment, your Account will be re-activated and for purposes of automatic renewal, your new subscription commitment period will begin as of the day payment was received).

7. Cuntu Is Provided As-Is.

CUNTU CANNOT GUARANTEE THAT YOUR CONTENT WILL BE SAFE FROM OUTSIDE ATTACKS, HACKERS OR OTHER WAYS OF ACCESSING YOUR CONTENT ON THE FILE SYSTEMS. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE CUNTU PROPERTIES IS AT YOUR SOLE RISK, AND THE CUNTU PROPERTIES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. CUNTU EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

8. Limitation of Liability.

YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL CUNTU BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, THE APPLICATION, THE SOFTWARE, THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT CUNTU HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Remedies

9.1 Violations.

If Cuntu becomes aware of any possible violations by you of the Terms, Cuntu reserves the right to investigate such violations. If, as a result of the investigation, Cuntu believes that criminal activity has occurred, Cuntu reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Cuntu is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on the Cuntu Properties, including Your Content, in Cuntu's possession in connection with your use of the Cuntu Properties, to (1) comply with applicable laws, legal process or governmental request; (2) enforce the Terms; (3) respond to any claims that Your Content violates the rights of third parties; (4) respond to your requests for customer service; or (5) protect the rights, property or personal safety of Cuntu, its Users or the public, and all enforcement or other government officials, as Cuntu in its sole discretion believes to be necessary or appropriate.

9.2 Breach.

In the event that Cuntu determines, in its sole discretion, that you have breached any portion of the Terms, or have otherwise demonstrated inappropriate conduct, Cuntu reserves the right to:

- (a)** Warn you via e-mail (to any e-mail address you have provided to Cuntu) that you have violated the Terms;
- (b)** Delete any of Your Content provided by you or your agent(s) to the Cuntu Properties;
- (c)** Discontinue your registration(s) with the Cuntu Properties;

(d) Discontinue your subscription to any Service;

(e) Notify and/or send Your Content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or

(f) Pursue any other action which Cuntu deems to be appropriate.

9.3 No Subsequent Registration.

If your registration(s) with or ability to access the Cuntu Properties is discontinued by Cuntu due to your violation of any portion of the Terms, then you agree that you shall not attempt to re-register with or access the Cuntu Properties through use of a different member name or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees related to those Cuntu Properties to which your access has been terminated. In the event that you violate the immediately preceding sentence, Cuntu reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

10. Miscellaneous Legal Terms.

10.1 Electronic Communications

The communications between you and Cuntu use electronic means, whether you visit the Website or send Cuntu e-mails, or whether Cuntu posts notices on the Website or communicates with you via e-mail. For contractual purposes, you (1) agree to receive communications from Cuntu in an electronic form; and (2) agree that all terms and conditions, agreements, notices,

disclosures, and other communications that Cuntu provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

10.2 Release

You hereby release Cuntu and its successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage of any kind arising in connection with or as a result of the Terms or your use of the Website, the Application, the Software or the Service.

10.3 Assignment

The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Cuntu's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

10.4 Force Majeure

Cuntu and its licensors shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God; war; terrorism; riots; embargos; acts of civil or military authorities; fire; floods; accidents; strikes or shortages of transportation facilities; fuel; energy; labor; materials; problems with your computing or network infrastructure, hardware or product; problems with your internet service provider (ISP) or any sites you are attempting access

through the VPN Service; or any electrical or other utility outage.

10.5 Choice of Law and Venue.

The Terms and any action related there to will be governed and interpreted by and under the laws of China. You hereby expressly agree to the personal jurisdiction and venue in China in which Cuntu's principal place of business is located for any lawsuit filed against you by Cuntu arising from or related to the Terms.

10.6 Waiver.

Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

10.7 Severability.

If any provision of the Terms is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

10.8 App Stores.

You acknowledge and agree that the availability of the Application and the Services is dependent on the third party from whom you received the Application license, e.g., the Apple iPhone or Android app stores ("**App Store**"). You acknowledge and agree that the Terms are between you and Cuntu only, and not with the App Store. Cuntu, not the

App Store, is solely responsible for the Cuntu Properties, including the Application, the contents thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the Application, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Cuntu Properties, including the Application. You agree to comply with, and your license to use the Application is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store's terms and policies) when using the Cuntu Properties, including the Application. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Terms and will have the right to enforce them.

10.9 Questions, Complaints, and Claims.

If you have any questions, complaints or claims, please contact us at: photovault.info@gmail.com. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.