

# Terms of Service

Mockplus includes Mockplus softwares and the Mockplus website ([www.mockplus.com](http://www.mockplus.com)), hereinafter referred to as Mockplus.

Mockplus is developed and operated by Jongde Software LLC., Chengdu, China, hereinafter referred to as Jongde Software LLC, Jongde, or we, or us.

This agreement is between you and Jongde Software LLC. This agreement might be further edited when necessary in the future, by Jongde, and will not necessarily notify you when edited. Once the newly edited version is published on the Mockplus website, the new version will take effect and replace the previous version automatically.

## 1. Account Terms

Before you use Mockplus, you need to sign up and get a Mockplus account. Please read this agreement carefully to fully understand all the regulations and submit all necessary personal information to complete the registration process.

Mockplus is a free application but there are also features that require fees.

In order for you to use those paid features, a payment is required. You can submit your request for purchase and pay via a third party online payments system. Once the payment is successfully made, it means that you have already agreed to the contract between you and Jongde and the contract is that you have the right to use our paid services. The payment is not refundable unless we fail to provide you with the services you requested.

Personal versions of Mockplus include: Mockplus Desktop Version for Windows, Mockplus Desktop Version for Mac OS.

All paid features provided in the above versions are only allowed for the account owner to use. With group purchases, each group member has his/her own personal account and only the owner of the account could use the paid features.

The following conducts are not allowed and considered illegal:

- (a) Sharing your account with other people and let them use your account for paid features;
- (b) Using Mockplus with malicious measures, causing server failure or other damages to Jongde or our clients;
- (c) Using Mockplus to do illegal conducts or assist illegal activities;

If we ever find out that you have violated the above regulations, we reserve the rights to suspend your account with no refund. Furthermore, according to the severity of the damages caused by the violations, we also reserves the right to recover the reasonable losses through legal channels.

## **2.Copyright and Ownership**

The intellectual properties of Mockplus, including but not limited to software, source codes, texts, content, videos, music, audio sound, graphs, pictures, diagrams, UI designs, images, names, identification, trademark and/or service marks (registered or not) along with other contents (hereinafter referred as Intellectual Property Contents), are all protected by Copyright Law, Trademark Act and all other IP Conventions.

The intellectual property of all contents uploaded by accounts registered with Mockplus are owned by the account and the owner of the account is responsible for the uploaded content. We have the rights to display any contents uploaded on the public area of Mockplus Website.

## **3. Protection of Prototype Data**

For free users or paid users of Mockplus desktop version :

(a) All your local files (.mp files), if you choose not to use cloud synchronization upload service, are saved in your own local computer and thus you are responsible for the privacy.

(b) If you choose to use cloud synchronization upload service, Mockplus will make sure to protect the privacy of your files and will not spread any of your data.

## **4. Privacy and Personal Information**

When ordering or registering on our site as appropriate, you may be asked to enter your name, email address, mailing address, credit card information or other details to help you with your experience, but they are all optional and you do not have to provide them if you do not feel comfortable with it.

Your personal information will be kept private by us and will be protected under the laws of People's Republic of China and will not be provided, shown, or displayed, in any ways, to any other third party deliberately. This does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or serving our users, so long as those parties agree to keep this information confidential. In some rare situations such as the following four (a)(b)(c)(d), we are exempt from all liabilities if your personal information failed to be kept private.

(a) When the information is asked by judicial authorities or administrative authorities.

(b) When the information leak, lost, tampering and/or fraudulent use is caused by an event of force majeure such as hacking, computer virus, and/or government regulations which lead to failure of normal operations of our company.

(c) When the information leak, lost, tampering and/or fraudulent use is caused by the account user sharing his/her password with others.

(d) When the information leak, lost, tampering and/or fraudulent use is caused by any other website that was linked to a Mockplus website page.

## 5. Force Majeure and Liability Exemptions

You understand and agree that an event of force majeure might happen and when that happens, there are such risks that we might fail to provide you with the agreed service. An event of force majeure is one objective event that is unpredictable, insuperable and unavoidable, causing significant impacts to one party or both parties, including but not limited to natural disasters such as floods, earthquakes, epidemic diseases, storms and other Act of God, or social events such as wars, turmoil, government actions and etc. In situations like these, we will try our best to put our operations back to normal, but we are, to the extent permitted by law, exempt from relevant liabilities.

Also, we are exempt from liabilities to the extent permitted by law, if, we fail to provide the agreed services under the following situations:

(a) When we are attacked or being attacked by hacking, viruses or other malicious programs.

(b) When one or more computer software, systems, hardware or communication cable of ours or yours fails to work.

(c) When the user is improperly operating Mockplus.

(d) When the user is not using Mockplus or our service through an authorized way.

(e) When under any other situation that is out of our control or is unpredictable.

You understand and agree that our service is not designed for some specific reasons or conducts including but not limited to important fields such as nuclear facilities, military use, medical use. If Mockplus is used in such fields and/or industries, we are not legally responsible in any ways for any personal casualties, property damages or environmental damages.

## 6. Effect and Termination

If you are already using our services, this means that you have already read and accepted this agreement. We have the rights to make necessary editions to this agreement in the future and you are welcome to check up on the newest edition of the agreement anytime on our website. After each editing is made to the agreement, if you continue to use our software or services, it means that you have already accepted the new edition. If you do not accept the new agreement, please stop using our services or software. We might change the content of our services and we might cease, pause or cancel a service.

If any of the following situations arises, we have the rights to cease or cancel the service without noticing you:

- (a) In accordance with the law, your information provided to Mockplus should be real. If you fail to provide us with your real personal information, or failed to provide us with reasonable statement explaining why the information fails to match the earlier submitted when you registered with us.
- (b) Any violation of relevant laws and regulations.
- (c) If we are ordered by judicial authorities or other relevant government authorities.
- (d) If it is due to consideration of safety or other necessary reasons.

If you have subscribed to our paid services but have failed to make the full payment in time, we have the rights to cease or cancel the services.

## 7. Applicable Law and Jurisdiction

The explanations are in accordance with the laws of People's Republic of China. Any disputes caused by our users using Mockplus are to be determined by the people's court of jurisdiction. If any particular item of regulation in this agreement is determined as invalid, it does not mean that this agreement as a whole is invalid, nor does it mean that other items of regulations are invalid, either.

## 8. Other

If you have questions regarding this privacy policy or about the security practices of Mockplus, please contact us by email at [support@jongde.com](mailto:support@jongde.com).