

Mockplus includes Mockplus software Mockplus Cloud, Mockplus RP, Mockplus DS and Mockplus website (<https://www.mockplus.com/>), hereinafter referred to as Mockplus. Mockplus is developed and operated by Chengdu MockplusTechnology Co., Ltd, Chengdu, China, hereinafter referred to as Chengdu Mockplus Technology Co., Ltd, Mockplus, or we, or us.

This agreement is between you and Chengdu Mockplus Technology Co., Ltd. This agreement might be further edited when necessary in the future, by Mockplus, 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.

You must agree to this agreement to use Mockplus and our services. These Terms of Service set forth the legally binding terms and conditions for your use of the Services.

By clicking on the "Accept," "sign up free," "upgrade your plan," or equivalent access, agreement or purchasing button, you or the company or entity that you represent ("you," "your," "yours" or "customer") are consenting to be bound by and are becoming a party to these Terms of Service. You are also representing and warranting that the individual clicking on the button is authorized to enter into this agreement and bind such entity. Your continued use of any portion of the services shall also constitute assent to the terms of these Terms of Service. If you are using the services on behalf of a company or other entity, then all references to "you" or "your" herein shall refer to both the individual and the entity.

If you do not unconditionally agree to all of the terms of these Terms of Service, you will have no right to use the Services (and you should immediately cease all such use). If these terms are considered an offer, acceptance is expressly limited to these terms to the exclusion of all other terms.

Please note that if you are on a paid subscription and agreed to the our Terms of Service prior to Jun 13, 2018, then such version of the terms, available here (<https://www.mockplus.com/user/policy>), shall continue in effect until your next subscription renewal, at which time this version of the Terms of Service shall be effective. Free subscriptions are subject to this version of the Terms of Services as of Jun 13, 2018. If you do not agree to these terms, please cancel your subscription.

### **1. Acceptance of Terms of Service.**

a. By registering for and/or using any of the Services in any manner, including visiting or browsing the Mockplus Website, you agree to these Terms of Service, and all other operating rules, policies, and procedures that we may publish from time to time through the Services, each of which is incorporated by reference, and each of which may be updated from time to time without notice to you.

b. Certain of the Services may be subject to additional terms and conditions specified by us from time to time; your use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms of Service by this reference.

c. These Terms of Service apply to all users of the Services, including, without limitation, users who are contributors of content, information, and other materials or services, registered or otherwise. Please note that if you have executed a separate written agreement with Mockplus regarding your use of certain of our Services, then that agreement, and not these Terms of Service, applies to those Services.

d. Arbitration notice and class action waiver: except for certain types of disputes described in the arbitration section below, you agree that disputes between you and us will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration.

## **2. Eligibility**

You represent and warrant that you are at least 13 years of age. If you are under age 13, you may not, under any circumstances or for any reason, register for an Account (defined below) or use the Services. Furthermore, you must be at least 18 years of age to use any Premium Services or any other portion of the Services that requires you to make any payment. We may, in our sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms of Service and your use of the Services (a) are in compliance with all laws, rules and regulations applicable to you and (b) do not violate any other agreement to which you are a party. The right to access the Services is revoked where these Terms of Service or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. Further, the Services are offered only for your use, and not for the use or benefit of any third party.

## **3.Registration and User Seats.**

Mockplus RP offers separate price plans for Individuals, Teams and Enterprises. Every individual can purchase an Annual plan or a Perpetual plan to enjoy all premium features, with no expiration. Every team can purchase an Ultimate plan, which is paid annually or monthly, or a custom Enterprise plan to enjoy all premium features to work better together in one place.

Mockplus Cloud offers the Basic plan, Pro plan, and Enterprise plan for teams of all sizes. All above plans can be paid monthly or annually.

You can get all new versions and updates, be minor or major, without extra cost for the future upgrade or maintenance. All paid features provided in the above versions are only allowed for the account owner to use. With group buying, each group member has his/her own personal account and all of them could use the paid features.

To sign up for the Services, you must register for an account on the Services (an "Account"). You must provide accurate and complete information for your Account. For Services licensed on a per-seat or per-member basis, access will be limited to the number of Users (defined below) for whom you have purchased seats. Unless you have purchased an Account that expressly licenses multiple User seats (e.g. a "Pro plan" , "Ultimate plan" or an "Enterprise Plan"), each Account shall only be used by the individual user that registered such Account. You may never use another person's user Account without permission from Mockplus, or share your Account or access credentials with any other individual or entity. You should never publish, distribute, or post login information for your Account. "User" means an individual (a natural human!) whom you authorize to use the Services. Users may include, for example, your employees, consultants, contractors and agents, and third parties with which you transact business. If your account expressly allows multiple User seats, then you shall designate one User for each seat you purchase (and may reassign such seat to a new individual replacing one who no longer uses the Services). A User's access credentials may not be shared with any other individual or entity for purposes of using the Services. You are responsible for maintaining the security of your Account, passwords (including, but not limited to, administrative and user passwords). You shall be responsible for acts, omissions, or breaches hereunder by any of your Users or any other individuals using your Account or credentials for the Services. You must keep

your Account information updated, and you must notify us immediately of any change in your eligibility to use the Services or breach of security or unauthorized use of your Account. Users may have the ability to invite other users to their teams, unless the applicable Account settings restrict this functionality. We will provide you with periodic updates of its list of active Users, and you may request this list from us.

Please note that if you are a User of an Account purchased by your employer or another entity, then these Terms of Service allow such person or entity to provision additional services, or to change or limit your access to the Services at any time. It is up to that person or entity to inform you of any particular rules, requirements or limitations regarding your use beyond those set forth in these Terms of Service. You agree to look solely to such person or entity regarding any dispute relating to such additional rules, requirements, or limitations.

#### **4.The Services.**

a. Services. Subject to these Terms of Service, Mockplus will use commercially reasonable efforts to make the Services available to you.

b. Content. "Content" means information, data, text, fonts, photographs, videos, audio clips, written posts and comments, documents, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services. As between the parties, all Content, except for Customer Data (as defined below), is owned by Mockplus or its licensors. You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. Subject to these Terms of Service, Mockplus (i) grants to you a worldwide, non-exclusive, non-sublicensable, and non-transferable license to use (i.e. to download and display locally) Content solely for purposes of using the Services for your internal use.

c. Restrictions on Use of the Services. You will not directly or indirectly:

i. sell, license, sublicense, distribute, copy, rent, or lease the Services, or include the Services in a service bureau, time-share outsourcing offering, or otherwise make the Services available to, or use the Services for the benefit of, any third party, or transfer any of the rights that you receive hereunder;

ii. interfere with or disrupt the integrity or performance of the Services or any third-party data contained therein or attempt to gain unauthorized access to the Services or its related systems or networks;

iii. copy, modify, translate, or create derivative works based on the Services or any underlying software or any part, feature, function, or user interface thereof, including by framing (except as expressly allowed by Mockplus) or mirroring any part of any Services or any Content;

iv. access or use the Services for benchmarking or similar competitive analysis purposes or in order to build a competitive product or service;

v. decompile, disassemble, decipher, or reverse engineer the Services, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services, (except to the extent such restriction is prohibited by applicable statutory law);

vi. remove any copyright notices, information, and restrictions contained in the Services or any Content;

vii. bypass, circumvent, or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services) or take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third-party providers') infrastructure;

viii. use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Mockplus Website or Services; or

ix. otherwise take any action in violation of our guidelines and policies, including these Terms of Service.

d. Availability. We are not and will not be responsible or liable for any failure in the Platform or Services resulting from or attributable to (i) Customer Data or failures to deliver Customer Data to Mockplus; (ii) failures in any telecommunications, network or other service or equipment outside of Mockplus's facilities; or (iii) any force majeure or other cause beyond Mockplus's reasonable control. We do not guarantee that the Services or any Content will be available, or that any Content that is available is or will continue to be accurate. We reserve the right, but do not have any obligation, to remove, edit, modify, or block access to any Content in our sole discretion, at any time, without notice to you and for any reason (including upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated these Terms of Service).

e. Limits. We may impose certain limits on the use of the Services, including usage limits for different Service plans, including without limitation the amount of Customer Data that may be stored, features that may be accessed number of users, or other rate or usage limitations at any time in our sole discretion.

f. Proprietary Rights. As between the parties, all right, title and interest in and to the Services and Content, and all copies, modifications and derivative works thereof is and will remain the sole and exclusive property of Mockplus. Except as expressly set forth herein, no license or other rights, title or interest in the Services or Content is granted by Mockplus to you.

## **5. Customer Data.**

a. Definition. "Customer Data" means any and all electronic data, Content, and information uploaded or submitted to the Services by you or by a third party on your behalf. You retain all of your rights to your Customer Data.

b. License to Customer Data. You hereby grant Mockplus a non-exclusive, worldwide, royalty-free, fully paid-up right and license to use, copy, access, process, reproduce, perform, display, modify, distribute, and transmit your Customer Data in connection with the Services. You acknowledge and agree that (i) the quality of the Services and the Platform depend on the uploading or another provisioning of the Customer Data into the Platform or the Services, as applicable and (ii) Mockplus will not assume any responsibility for, or undertake to verify, the accuracy or completeness of the Customer Data entered by you. Furthermore, you also hereby do and shall grant each user of the Mockplus Website and/or the Services a non-exclusive right and license to access your Customer Data posted on portions of the Services that are viewable to other users, and to use, edit, modify, reproduce, distribute, and display such Customer Data in accordance with the terms, features, and settings of the Services made available by Mockplus and any additional rights and restrictions granted by you to such users.

c. **Aggregate Data.** Notwithstanding anything to the contrary set forth herein, Mockplus may collect and use data regarding the use and performance of the Service in anonymized and aggregated form, to analyze and improve the Service and for distribution in general benchmarking data and industry reports, provided that any reported user data is aggregated and anonymized such that no personally identifying information of Customer or its users is revealed.

d. **Representations and Warranties.** You represent, warrant, and covenant that (i) all Customer Data is accurate and compliant with all applicable laws, rules, and regulations; (ii) you own all rights, title, and interest in and to the Customer Data, or have otherwise secured all necessary rights in the Customer Data as may be necessary to permit the access, use, and distribution thereof as contemplated by these Terms of Service; (iii) you shall only use the Services in accordance with all applicable laws, rules, and regulations, these Terms of Service and any relevant documentation provided by Mockplus and (iv) you will not, and will not permit any third party to upload, download, post, submit, provide, transmit, distribute, or otherwise make available to or through the Services any Customer Data that (A) is unlawful, infringing, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, or that otherwise violates any other right of any third party, including any intellectual property, proprietary, or privacy rights, or that is otherwise inappropriate, as determined by us in our sole discretion; (B) contains any viruses, code, files, or programs designed or intended to disrupt, damage, limit, or interfere with the proper function of any software, hardware, or telecommunications equipment or that is or can be otherwise malicious or disruptive; (C) constitutes unauthorized or unsolicited advertising, junk, or bulk email ("spamming"); or (D) contains any personally identifying information subject to specialized security regimes including without limitation the Civil Code of the People's Republic of China and the General Principles of the Civil Law of the People's Republic of China and the standards promulgated by the PCI Security Standards Council ("PCI"). You will not provide any protected health information to Mockplus. You will not provide Mockplus with any personally identifying information except for User information as necessary to allow Users to access the Services as set forth in these Terms of Service.

## **6. Third-Party Services.**

The Services may permit you to link to other websites, services, or resources on the Internet, and other websites, services, or resources may contain links to the Services. Additionally, third-party vendors may provide advertising services on or related to the Services, such as by serving ads to users using cookies on the Mockplus Website. For more information about third-party advertising, cookies, and opt-outs, please visit Mockplus's privacy policy. When you access third-party resources on the Internet, you do so at your own risk. These other resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness, or any other aspect of such websites or resources. The inclusion of any such link does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource. Mockplus will also not be responsible or liable for any failure in the Services attributable to your or any third party's products, services, negligence, willful misconduct, breach of these Terms of Service, or other unauthorized access or use.

## **7. Payments and Billing.**

a. **Premium Services.** Certain of our Services may be subject to payments now or in the future (the "Premium Services"). Please see our Premium Services page

<https://www.mockplus.com/pricing/mockplus-rp> or <https://www.mockplus.com/pricing/mockplus-cloud> for a description of the currently available Premium Services and the payment amounts ("Fees") and terms applicable to such Premium Services. Please note that any payment terms presented to you in the process of using or signing up for a Premium Services are deemed part of these Terms of Services. Mycommerce, our third-party payment processor, will transmit invoices automatically by sending you an email after you've finished your purchasing of Mockplus. If you have any questions, please contact our support department: support@mockplusapp.com. We may revise the rates for Premium Services at any time, or impose additional fees or charges. If you are a subscriber to Premium Services, we will provide prior notice of any increase of fees, by a message to the contact person listed on your account, by posting on the Service or on our pricing page, or some other means as set forth in Section 15, below. We may also periodically review your usage and bill you for any overages or increased usage (e.g. additional user seats) at our then-current rates.

b. Payment; Late Fees. By signing up to receive any Premium Services, you (i) agree to pay us, in accordance with all applicable payment terms set forth on <https://www.mockplus.com/pricing/mockplus-rp> or <https://www.mockplus.com/pricing/mockplus-cloud> and herein, the applicable Fees for such Premium Services; (ii) authorize us, through the Payment Processor (defined below), to charge your chosen payment provider ("Payment Method") for the applicable Fees and (iii) agree to make payment using that selected Payment Method.

c. Taxes. All Fees are exclusive of taxes, duties, levies, tariffs, and other governmental charges (including, without limitation, VAT) (collectively, "Taxes"). You shall be responsible for paying all Taxes associated with the Services (without any offset or deduction to the fees paid to Mockplus) other than China's taxes based on Mockplus's net income.

d. Billing. We use a third-party payment processor (the "MyCommerce") to bill you through a payment account linked to your Account on the Services (your "Billing Account") for use of the Premium Services. The processing of payments will be subject to the terms, conditions, and privacy policies of the MyCommerce in addition to these Terms of Service. We are not responsible for error by MyCommerce. We reserve the right to correct any errors or mistakes that the MyCommerce makes even if the MyCommerce has already requested or received payment. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer, or other providers of your chosen Payment Method. If we, through the MyCommerce, do not receive payment from you, you agree to pay all amounts due on your Billing Account upon demand.

e. Auto-Renewal. Fees for certain Premium Services are automatically charged on a recurring basis, and when signing up for a Premium Service with a recurring payment obligation, you will be able to select a recurring billing level and renewal term that will apply to your receipt of such Premium Services ("Subscription") (e.g. annual payment or Unlimited Perpetual License). Unless you cancel or change your Subscription in accordance with these Terms of Service, any Subscriptions you have signed up for will be automatically extended for successive renewal periods of the same duration as the Subscription originally selected, at the then-current non-promotional rate. By signing up for a Subscription, you agree that we may submit the charges associated with such Subscription for payment on the applicable schedule and you will be responsible for such charges. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially selected to use the Premium Service and/or Subscription. BY SIGNING UP FOR A SUBSCRIPTION YOU ACKNOWLEDGE AND AGREE THAT WE MAY SUBMIT PERIODIC CHARGES (E.G., YEARLY) WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE

YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE REASONABLY COULD ACT. TO TERMINATE YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD, GO TO THE BILLING SECTION OF THE SERVICE. PLEASE CONTACT US AT [support@mockplusapp.com](mailto:support@mockplusapp.com). IF YOU NEED ANY ASSISTANCE. This does not waive our right to seek payment directly from you.

f. Current Information Required. YOU MUST PROVIDE CURRENT, COMPLETE, AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY US OR OUR PAYMENT PROCESSOR MYCOMMERCE IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR ACCOUNT CREDENTIALS OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE DIRECTLY BY YOU USING THE SERVICE. PLEASE CONTACT US AT [support@mockplusapp.com](mailto:support@mockplusapp.com). IF YOU NEED ANY ASSISTANCE. IF YOU FAIL TO PROVIDE ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT WE MAY CONTINUE CHARGING YOU FOR ANY USE OF PREMIUM SERVICES UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR PREMIUM SERVICES AS SET FORTH ABOVE.

g. Canceling or Changing Premium Services. To change or resign your Premium Services at any time, go to Account settings. Please contact us at [support@mockplusapp.com](mailto:support@mockplusapp.com) if you need any assistance. Your non-termination or continued use of the relevant Premium Service reaffirms that we are authorized to charge your Payment Method the Fees for such Premium Service, including any associated fees (e.g. overage fees or late fees, to the extent applicable). If you terminate a Premium Service, you will be downgraded to the "Free" plan level at the time of your termination; your paid Subscription will not be renewed. You will not be eligible for a prorated refund of any portion of any Fees paid.

h. Change in Amount Authorized. If the amount to be charged to your Billing Account varies from the amount you preauthorized (other than due to the imposition or change in the amount of state sales taxes), you have the right to receive, and we shall provide, notice of the amount to be charged and the date of the charge before the scheduled date of the transaction. Any agreement you have with your payment provider will govern your use of your Payment Method. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.

i. Refunds. As a consumer, you may revoke your contractual declaration within 14 days, without providing a reason, in written form, e.g. letter, fax, e-mail. Registered users may be able to initiate a return of products by logging into their accounts on Share-it. However, if that functionality is not made available, then you must contact us for further help. ①. Accepted Refunds Circumstances: After the initial fourteen (14) day period, Mockplus only provides refunds for the following circumstances: Purchase 'wrong product'. In this case, Mockplus will refund the price of the wrong product for you if you have no necessary to use this product. But before that, we will assist you in purchasing the right product from our website. A refund request for an auto-renewed order that the customer is unaware of or for which the customer doesn't receive any auto-renew notification in his/her email inbox before the auto-renew occurs, and in this case, they have no need of the product in the future. Please note that: Once a refund is issued, the corresponding license will be deactivated. Please uninstall the software and remove it from your computer. ②. No Refund Circumstances: Mockplus generally does not refund in the following situations: A refund request for the order which exceeds the initial 14 days; A customer requires refund with no reasons after

purchase; A refund request claiming that the customer failed to receive license code within several hours. Generally, once an order has been placed successfully, the platform purchased will automatically send an email with license code & download link within 30 minutes to 1 hour. However, sometimes the arrival of this registration e-mail could be delayed because of Internet issues, email spam settings, and email typos, etc. In this case, please contact us for further help. The support team will reply as soon as possible.

j. Chargeback Policy; Disputes. If you have a question about charges made to your Account, please contact us immediately. If the charges were made in error, we will credit your Billing Account or Payment Method for the appropriate amount. Please note that Mockplus has a zero-tolerance policy for chargebacks. Any customer who disputes a credit card payment that is found to be valid will be permanently banned from the use of any and all Mockplus Services.

k. Free Trials and Other Promotions. Any free trial or other promotion that provides access to a Premium Service must be used within the specified time of the trial. You must stop using a Premium Service before the end of the trial period in order to avoid being charged for that Premium Service. If you cancel prior to the end of the trial period and are inadvertently charged for a Premium Service, please contact us at [support@mockplusapp.com](mailto:support@mockplusapp.com).

i. Feedback. At all times Mockplus will have the unrestricted right to use and act upon any suggestions, ideas, enhancement requests, feedback and recommendations you provide specifically relating to the features, functionality and performance of the Services.

## **8. Copyright Policy.**

We have adopted the following general policy toward copyright infringement in accordance with the Copyright Law of the People's Republic of China. The address of the Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is listed at the end of this policy.

a. Procedure for Reporting Copyright Infringement:

i. If you believe that material or content residing on or accessible through our websites, application, or services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;

2. Identification of works or materials being infringed;

3. Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that we are capable of finding and verifying its existence;

4. Contact information about the notifier including address, telephone number and, if available, email address;

5. A statement that the notifier has a good faith belief that the material is not authorized by the copyright owner, its agent, or the law;

6. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.



ii. Please contact the Designated Agent to Receive Notification of Claimed Infringement for Mockplus at: Chengdu Mockplus Technology Co., Ltd.

No.16-3-1, Science and Technology Park of the University of Electronic Science and Technology, Shuangxing Ave, Chengdu, Sichuan, China [support@mockplusapp.com](mailto:support@mockplusapp.com)

b. Copyright of Mockplus:

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.

## **9. Confidentiality.**

“Confidential Information” means all information disclosed by Mockplus to you, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Mockplus’s Confidential Information includes the Services and Content, as well as business and marketing plans, technology and technical information, product plans and designs, source code and business processes disclosed by Mockplus. You will use a reasonable degree of care to protect the Confidential Information. You will not use any Confidential Information for any purpose outside the scope of these Terms of Service or disclose Confidential Information to any third party. You may disclose Confidential Information to the extent compelled by law, provided you give Mockplus prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at Mockplus’s cost, if Mockplus wishes to contest the disclosure.

## **10. Data Security.**

Mockplus shall maintain appropriate administrative, physical, and technical safeguards designed to protect the security of the Services and Customer Data. If Customer’s use of the Services involves processing personal data pursuant to Regulation 2016/679 (the “GDPR”) and/or transferring personal data outside the European Economic Area or Switzerland to any country not deemed by the European Commission as providing an adequate level of protection for personal data, the terms of the data processing addendum shall apply to such personal data and be incorporated into the Terms of Service upon the Effective Date.

Protection of Design/Prototype/Document Data:

For free users or paid users of Mockplus Cloud and Mockplus RP: Mockplus will make sure to protect the privacy of your files, including design/prototype/document data and will not spread any of your data.

## **11. Termination.**

a. Termination by Either Party. You have the option of canceling your Account at any time by following the instructions on the Mockplus Website or through the Services or by contacting us at [support@mockplusapp.com](mailto:support@mockplusapp.com). We reserve the right to terminate your Account or access to all or any

part of the Services at any time, with or without cause, with or without notice, effective immediately. All provisions of these Terms of Service which by their nature should survive termination or expiration shall survive termination, including provisions regarding ownership, aggregate data use, payment (to the extent any payment obligations remain outstanding), warranty disclaimers, indemnity and limitations of liability.

b. Customer Data After Termination. Termination or cancellation of your Account by either party may result in the forfeiture and destruction of all information and data, including Customer Data, associated with your Account. Termination, cancellation or expiration of your Account will result in a loss of your Customer Data; we may delete or destroy all copies of your Customer Data in our systems or otherwise in our possession or control, unless legally prohibited. We reserve the right, including after termination, to access, read, preserve, and disclose any information, including without limitation Customer Data, as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request; (ii) enforce these Terms of Service, including investigation of potential violations hereof; (iii) detect, prevent, or otherwise address fraud, security or technical issues; (iv) respond to user support requests or (v) protect the rights, property or safety of us, our users and the public.

c. Fees Due Upon Termination. In the event of termination, you shall pay Mockplus all Fees due for the entire subscription period.

d. Prohibited Transactions. Mockplus is generally prohibited from providing services to parties located in countries that are the target of China's sanctions administered by China's international economic and trade arbitration commission (CIETAC) and to parties that are included on China's sanctions lists.

## **12. Warranty Disclaimer.**

a. You release us from all liability for you having acquired or not acquired Content through the Services. We make no representations concerning any Content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, or legality of material or Content contained in or accessed through the Services.

b. THE SERVICES AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK.

c. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. You may have other rights which vary from jurisdiction to jurisdiction.

## **13. Indemnification.**

You are solely responsible for your conduct and your data related to the Service. You shall defend, indemnify, and hold harmless us, our affiliates and each of our and their respective employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses,

including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Services, Content, or otherwise from your Customer Data, violation of these Terms of Service, or infringement by you, or any third party using your Account or identity in the Services, of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

#### **14. Limitation of Liability.**

IN NO EVENT SHALL WE, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (A) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (HOWEVER ARISING); (B) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN); OR (C) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) OF THE GREATER OF (I) FEES PAID TO US FOR THE PARTICULAR SERVICES DURING THE IMMEDIATELY PREVIOUS THREE (3) MONTH PERIOD.

#### **15. ARBITRATION CLAUSE & CLASS ACTION WAIVER – IMPORTANT – PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS**

a. ARBITRATION; CLASS ACTION WAIVER. YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THESE TERMS OF SERVICE, YOUR USE OF THE SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION IN ACCORDANCE WITH THE STREAMLINED ARBITRATION RULES AND PROCEDURES OF JAMS THEN IN EFFECT, AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY; PROVIDED, HOWEVER, THAT TO THE EXTENT THAT YOU HAVE IN ANY MANNER VIOLATED OR THREATENED TO VIOLATE OUR INTELLECTUAL PROPERTY RIGHTS, WE MAY SEEK INJUNCTIVE OR OTHER APPROPRIATE RELIEF IN ANY COURT OF OUR LOCALITY. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. AS AN ALTERNATIVE, YOU MAY BRING YOUR CLAIM IN YOUR LOCAL "SMALL CLAIMS" COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT'S RULES AND IF WITHIN SUCH COURT'S JURISDICTION, UNLESS SUCH ACTION IS TRANSFERRED, REMOVED OR APPEALED TO A DIFFERENT COURT. YOU MAY BRING CLAIMS ONLY ON YOUR OWN BEHALF. NEITHER YOU NOR WE WILL PARTICIPATE IN A CLASS ACTION OR CLASS-WIDE ARBITRATION FOR ANY CLAIMS COVERED BY THESE TERMS OF SERVICE TO ARBITRATE. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding. This dispute resolution provision will be governed by the Arbitration Law of the People's Republic of China. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have the authority to award damages, remedies or awards that conflict with these Terms. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Services or these Terms must be filed within one (1) year after such claim of action arose or be forever barred.

b.30-Day Opt-Out Period. If you do not wish to be bound by the arbitration and class-action waiver provisions in this Section 13, you must notify us in writing within 30 days of the date that you first accept these Terms (unless a longer period is required by applicable law). Your written notification must be mailed to us at the following address: Chengdu Mockplus Technology Co., Ltd, No.16-3-1, Science and Technology Park of the University of Electronic Science and Technology, Shuangxing Ave, Chengdu, Sichuan, China. If you do not notify us in accordance with this Section 13(b), you agree to be bound by the arbitration and class-action waiver provisions of these Terms, including such provisions in any Terms revised after the date of your first acceptance. Such notification must include: (i) your name; (ii) your user name; (iii) your mailing address and (iv) a statement that you do not wish to resolve disputes with us through arbitration. If we make any changes to the Arbitration and Class Action Waiver section of these Terms (other than a change to the address at which we will receive notices of dispute, opt-out notices, or rejections of future changes to the Arbitration and Clause Action Waiver section), you may reject any such change by sending us written notice within 30 days of the change to the address set forth in this 13(b). It is not necessary to send us a rejection of a future change to the Arbitration and Class Action Waiver section of these Terms if you had properly opted out of the arbitration and class-action waiver provisions in this Section 13 within the first 30 days after you first accepted these Terms. If you have not properly opted out of the arbitration and class-action waiver provisions in this Section 13, by rejecting a future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this arbitration provision, as modified by any changes you did not reject. This notification affects these Terms only; if you previously entered into other arbitration agreements with us or enter into other such agreements in the future, your notification that you are opting out of the arbitration provision in these Terms shall not affect the other arbitration agreements between you and us.

c. Severability. If the prohibition against class actions and other claims brought on behalf of third parties contained above are found to be unenforceable, then all of the preceding languages in this Arbitration and Class Action Waiver section will be null and void. This arbitration agreement will survive the termination of your relationship with us.

## **16. Modification.**

We reserve the right, in our sole discretion, to modify or replace any of these Terms of Service, or change, suspend, or discontinue the Services (including without limitation, the availability of any feature, database, or content), with or without notice. If we make material changes to these Terms of Service that negatively affect you, or materially reduce the Services, we will notify you by posting a notice or new version of these Terms of Service on the Site or Service, or by sending you notice through the Services, via email or by another appropriate means of electronic communication. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. While we will timely provide notice of material modifications, it is also your responsibility to check these Terms of Service periodically for changes. Your continued use of the Services following notification of any changes to these Terms of Service constitutes acceptance of those changes, which will apply to your continued use of the Services going forward. Your use of the Services is subject to the Terms of Service in effect at the time of such use.

## **17. Miscellaneous.**

a. Entire Agreement and Severability. These Terms of Service are the entire agreement between you and us with respect to the Services, including use of the Site, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Services. If any provision of these Terms of Service is found to be

unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Service will otherwise remain in full force and effect and enforceable. The failure of Mockplus to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

b. Force Majeure. We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

c. Subcontractors. We use subcontractors to provide certain aspects of the Services and in some cases permit them to access Customer Data subject to appropriate obligations of security, confidentiality and compliance with applicable laws. We remain responsible for our subcontractors' compliance with these Terms of Service with respect to their services provided hereunder.

d. Assignment. These Terms of Service are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.

e. Agency. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Service and neither party has any authority of any kind to bind the other in any respect.

f. Notices. Unless otherwise specified in these Terms of Service, all notices under these Terms of Service will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or email; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Electronic notices should be sent to [support@mockplusapp.com](mailto:support@mockplusapp.com). You acknowledge and agree that Mockplus may occasionally send you communications regarding your account or the Services via email or by posting on the Services. You acknowledge and agree that Mockplus may occasionally send notices to you regarding your Account or the Services via email or via the Services.

g. No Waiver. Our failure to enforce any part of these Terms of Service shall not constitute a waiver of our right to later enforce that or any other part of these Terms of Service. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms of Service to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

h. Open Source. The Service may contain or be distributed with open source software or other third-party software which may be covered by a different license. Notwithstanding anything to the contrary, the obligations of Mockplus set forth in these Terms of Service do not extend to any open source software or such other third-party software which may be made available by Mockplus, or otherwise obtained or used by you. You agree that all open source software or such other third-party software shall be and shall remain subject to the terms and conditions under which it is provided, and you shall be responsible for compliance with such terms. To the fullest extent possible, Mockplus disclaims all warranties and liability regarding such open source and third-party software in accordance with the terms of these Terms of Service.

i. Headings; Interpretation. The section and paragraph headings in these Terms of Service are for convenience only and shall not affect their interpretation. Any use of "including" "for example" or

"such as" in these Terms of Service shall be read as being followed by "without limitation" where appropriate.

j.Publicity. You hereby consent to the inclusion of your name and logo in client lists that may be published as part of Mockplus's marketing and promotional efforts.

k.Any claim related to these Terms of Service, the Site(s) or the Service must be brought within one year. The one-year period begins on the date when the claim first could be filed. If it is not filed, then that claim is permanently barred. This applies to you and your successors.

Please note that Mockplus commits to being GDPR compliant! If you have users in the EU, please follow this link of Mockplus GDPR Compliance Page, which further sets forth the details of our GDPR compliance.

You may contact us at the following address: Chengdu Mockplus Technology Co., Ltd. at [support@mockplusapp.com](mailto:support@mockplusapp.com) or No.16-3-1, Science and Technology Park of the University of Electronic Science and Technology, Shuangxing Ave, Chengdu, Sichuan, China.