

# Bricom User Agreement

## Special Note:

The version of this user agreement is a translated version, and the final understanding of the content and text of this agreement shall be subject to the Chinese version.

**Before you use the services provided by Bricom, please be sure to carefully read and fully understand the content of the terms of this agreement, especially the parts marked in bold, including but not limited to the clauses of exemption or limitation of liability. If you do not agree to this service agreement and/or modify it at any time, you can take the initiative to stop using the services provided by Bricom; Once you use the services provided by Bricom, you are deemed to have understood and fully agreed to the contents of this service agreement, including any modifications made by Bricom to the service agreement at any time, and become our user.**

## 1. General Provisions

1) Users can use individual services of each channel and product of Bricom, and when users use each individual service of Bricom, the user's behavior is deemed to be his consent to the terms of service of the individual service and various announcements issued by Bricom in this single service.

2) The Bricom User Agreement and the individual terms of service and announcements of each channel and product may be updated by Bricom at any time without notice. When you use the relevant services, you should pay attention to and abide by the relevant terms applicable to them.

## 2. Account registration and use

You need to register a Bricom account when you use some Bricom products or services, and you should comply with the following requirements when registering and using Bricom account:

1) After successful user registration, Bricom will give each user a user account, and users can set the account password independently. The user account and password are the responsibility of the user; Users shall be legally responsible for all activities and events carried out under their user account.

2) After you fill in the information according to the prompts on the registration page, read and agree to this agreement and complete all registration procedures, except for the specific products of the Bricom platform have separate registration requirements for the account, you can obtain a Bricom platform account and become a Bricom user, and you can use the products and services of the Bricom platform through the Bricom account.

3) The ownership of the Bricom account belongs to Bricom, and the user can obtain the Bricom account and become a user after filling in the information guided by the registration page, reading, and agreeing to this agreement and completing all the registration procedures. Users shall provide timely, detailed and accurate personal information, and constantly update the registration information to meet the requirements of timeliness, detail and accuracy. All the original typed information will become the registration data. Bricom shall not be liable for any problems caused by untrue or untimely registration information. You can check and correct your information through the Bricom account settings page.

4) We will use the information you submit and retain in registering a Bricom account and using Bricom services in accordance with the privacy policy of Bricom. You warrant that before you use all products and services of Bricom you have fully understood and agreed that Bricom may process user information accordingly.

5) Under the premise of complying with laws and regulations, or required by national authorities, we have the right to restrict or freeze your account, in which case, you may not be able to continue to log in or use your account, if relevant regulations also require or recommend us to carry out further account

verification work, please kindly cooperate accordingly. In order to cooperate with the requirements of regulatory authorities, law enforcement agencies, judicial departments, or to handle disputes related to you such as litigation cases, we may provide information related to your account to regulatory authorities, law enforcement agencies or judicial departments, including but not limited to your registration information, login information, real-name authentication information, binding information and other relevant information that can reflect the attribution and use of your account.

### 3. Rules of Use

1) When using the services of Bricom, users must comply with the provisions of relevant laws and regulations of the People's Republic of China, such as the Cybersecurity Law, the Measures for the Administration of the Security Protection of International Networking of Computer Information Networks, the Measures for the Administration of Internet Information Services, the Regulations on the Administration of Internet Electronic Bulletin Services, the Decision on Maintaining Internet Security, the Regulations on the Administration of Internet News Information Services, the Yangtze River Protection Law, the Surveying and Mapping Law, the Measures for the Administration of Internet Religious Information Services, etc. The User shall agree not to use the Service to engage in any illegal or improper activities, including but not limited to the following:

**Upload, display, post, disseminate or otherwise transmit information containing any of the following contents:**

- a) Opposing the basic principles established by the Constitution;
- b) Endangering national security, divulging state secrets, subverting state power, and undermining national unity;

- c) Damage to national honor and interests;
- d) Inciting ethnic hatred, ethnic discrimination, or undermining ethnic unity;
- e) Undermining the state's religious policy, proselytizing, carrying out religious education and training, publishing sermon content or forwarding or linking relevant content, organizing and carrying out religious activities, livestreaming or recording religious ceremonies, establishing religious organizations, setting up religious schools and religious activity sites, developing believers, carrying out fundraising in the name of religion, and promoting cults and feudal superstitions;
- f) Spreading rumors, disrupting social order and undermining social stability;
- g) Spreading obscenity, pornography, gambling, violence, murder, terror or instigating crimes;
- h) Insulting or slandering others, infringing on the legal rights of others;
- i) Contains false, harmful, coercive, invasive of others' privacy, harassment, infringement, slander, vulgarity, obscenity, or other morally objectionable content;
- j) Illegal content (including but not limited to text, pictures, dynamics, videos, etc.) related to fishing behaviors that damage fishery resources and ecological environment, such as electric fish, poisoned fish, and fish bombing;
- k) Content that may involve infringement of national sovereignty and territorial integrity, violation of relevant national regulations on mapping and publication;
- l) Contains other content restricted or prohibited by Chinese laws, regulations, rules, ordinances and any legally effective norms;

**Do not use the network service system for any illegal purpose;**

**Do not use the services of Bricom to engage in the following activities:**

a) Entering a computer information network or using computer information network resources without permission;

b) Deleting, modifying or adding computer information network functions without permission;

c) Deleting, modifying or adding data and applications stored, processed or transmitted into the computer information network without permission;

d) Intentionally making and spreading destructive programs such as computer viruses;

e) Other behaviors that endanger the security of computer information networks.

2) You agree to indemnify and hold Bricom and its partners and affiliates harmless from any claim, demand or loss, including reasonable attorneys' fees, claimed by any third party due to or arising from the user's violation of this agreement or the relevant terms of service. In this regard, Bricom has the right to take measures including but not limited to deleting the information content posted by users, suspending licenses, terminating services, restricting use, recycling Bricom accounts, and pursuing legal responsibilities depending on the nature of users' behaviors.

#### **4. Service content**

**1) The specific content of Bricom's network services is provided by Bricom according to the actual situation.**

**2) Unless otherwise expressly provided in this service agreement, new products, new functions, and new services launched by Bricom are subject to this service agreement.**

**3) In order to use this service, you must be able to access the Internet through a third party legally qualified to provide you with Internet access services, and you shall pay for the relevant services by yourself. In addition, you must equip and be responsible for all necessary equipment necessary to connect to the Internet, including computers, modems, or other access devices.**

4) In view of the special nature of network services, the user agrees that Bricom has the right to change, interrupt or terminate part or all of the network services (including paid network services) at any time without prior notice. Bricom does not guarantee that the network service will not be interrupted, nor does it guarantee the timeliness, security, or accuracy of the network service.

5) Disclaimer: Bricom does not need to assume any responsibility for the interruption of network services within a reasonable period of time due to the following circumstances;

a) Bricom needs to regularly or irregularly overhaul or maintain the platform or related equipment providing network services, and Bricom reserves the right to suspend any part of the service for maintenance, upgrade or other purposes without prior notice.

b) Force majeure reasons such as typhoons, earthquakes, floods, lightning or terrorist attacks;

c) The user's computer software and hardware, communication lines and power supply lines are faulty;

d) Due to viruses, Trojan horses, malicious program attacks, network congestion, system instability, system or equipment failures, communication failures, power failures, bank reasons, third-party service defects or government actions.

Notwithstanding the foregoing, Bricom will take reasonable action to actively restore the Service to normal.

6) The Service or a third party may provide links to other websites or resources on the Internet. Because Bricom has no control over these sites and resources, you understand and agree that Bricom is not responsible for the availability of such sites or resources, nor does Bricom warrant or be responsible for any content, advertising, products, or other materials that exist on or originate from such sites or resources. Bricom shall not be liable for any damage or loss arising from the use of or reliance on any content, goods or services posted on or available through any such websites or resources.

7) The User expressly agrees that the use of Bricom's web services is entirely at his own risk. The User understands and accepts that any information downloaded or obtained through the Premier Services is at the User's own risk of system damage, data loss and any other risk. Bricom does not guarantee any product shopping services, transaction processes, and recruitment information obtained on the service website.

### **5. Special tips for young users**

Young users must abide by the National Youth Internet Civilization Convention: Be good at online learning and do not browse bad information; Be honest and friendly communication, do not insult and deceive others; It is necessary to enhance the awareness of self-protection and not date netizens at will; It is necessary to maintain network security and not disrupt network order; It should be beneficial to physical and mental health, and not indulge in virtual time and space.

### **6. Others**

- 1) The conclusion, execution and interpretation of this Agreement and the resolution of disputes shall be governed by the laws of the People's Republic of China.
- 2) If any dispute arises between the two parties regarding the content of this agreement or its implementation, the two parties shall try their best to resolve it through friendly negotiation; If the negotiation fails, either party may file a lawsuit with the Chaoyang District People's Court of Beijing where Bricom is located.