

Engagelab User Agreement

Welcome to EngageLab account!

The User Agreement between you and Metaverse Cloud PTE. LTD. and its affiliates (hereinafter referred to as "EngageLab", "we", "our" or "us") is applicable to your creation and use of an EngageLab account. An EngageLab user service agreement includes the Developer's Document, EngageLab Privacy Policy, and relevant operating prompts and rules displayed on the EngageLab platform. **The User Agreement between you and Metaverse Cloud PTE. LTD. and its affiliates (hereinafter referred to as "EngageLab", "we", "our" or "us") is applicable to your creation and use of an EngageLab account. An EngageLab user service agreement includes the Developer's Document, EngageLab Privacy Policy, and relevant operating prompts and rules displayed on the EngageLab platform.**

By creating an account and using our services, you agree to accept and be bound by the terms and conditions of this Agreement.

1. Introduction of EngageLab Account

1.1 EngageLab authorizes you to create, log in and use the EngageLab account and related services through this Agreement. All EngageLab accounts are the property of EngageLab. You have the right to use your EngageLab account as the account creator.

1.2 Through the EngageLab account, you may access the products and services provided by EngageLab, including but not limited to sending emails and SMS to your end users, and using SDK Web push service and in-App message push service.

You agree that when you use any specific service, you accept and are bound by the terms and conditions of this Agreement and the relevant service agreements for such specific service.

2. Account Creation and Use

2.1 Account Creation

2.1.1 Before creating or using an EngageLab account, you must confirm that you have reached the age of majority in your country or region.

2.1.2 You may register to create an EngageLab account. Please enter the EngageLab account registration page, read and agree to the EngageLab Account User Agreement, and follow the instructions on the page. **You agree to provide true, accurate and complete information about yourself at the time of registration. EngageLab shall not be liable for any problems arising from inaccurate or incorrect registration information or failure to update user information.** You may find and update your account details in the account settings. **ou should register for your account with your real identity.** If there is any illegal or inappropriate content in your profile, including your nickname and profile photo, you will not be able to register for an EngageLab account. If you include any false, illegal or inappropriate content in your profile, **EngageLab may correct the information within a limited time or suspend or terminate your account without prior notice.** After you fill in the information according to the prompts on the registration page, read and agree to the terms of this Agreement, and complete all registration procedures, you will get an EngageLab account and become an EngageLab user.

2.2 Use of Your Account

2.2.1 You shall assume responsibility for all activities occurring on or through your account and the consequences thereof, including but not limited to accepting specific service terms, sharing and disclosing information, and purchasing products and services.

2.2.2 Your EngageLab account is for your use only. Your account information includes your personal details and business information of EngageLab. Without the consent of EngageLab, you may not directly or indirectly allow a third party to use

your EngageLab account or access your account information. If we judge that the use of your EngageLab account may endanger your account security and/or the information security of EngageLab according to the breach determination procedures and standards stipulated in the platform rules of EngageLab, EngageLab may refuse to provide corresponding services or terminate this Agreement.

2.2.3 When you log in to EngageLab with a third-party account, your third-party account will be bound to your EngageLab account. We will use your information shared by any third party with your consent, such as the profile photo of the third-party account linked. This Agreement applies to all your use of your EngageLab account.

2.3 Account, Password and Security

2.3.1 EngageLab account consists of account name and password. Please keep your account information safe. You shall bear any loss caused by your active disclosure or theft by others of the information. If your account information is lost due to personal reasons, please provide the corresponding information according to the recovery process for EngageLab accounts, and ensure that the information provided is legal, true and valid. **If the information provided does not meet the requirements and cannot pass the security verification, we shall have the right to refuse to provide the account recovery service.**

2.3.2 If your currently used EngageLab account is not initially registered by you or not obtained through other channels provided by EngageLab, but you know the password of the account, please contact us or the account creator immediately and stop using or logging in to the account.

2.4 Account Transfer

2.4.1 You may use your EngageLab account within the scope specified in this Agreement. You must not create an EngageLab account for malicious purposes. You must not give, lend, rent, transfer, sell, give away for free or otherwise grant access to your EngageLab account to others. EngageLab reserves the right to independently evaluate and respond to the above acts. You shall bear any liability arising therefrom. **EngageLab reserves the right to take legal action against violators of the above acts. All liabilities arising therefrom shall be borne by you.**

2.4.2 EngageLab has the right to take the following measures according to this Agreement and relevant laws and regulations:

2.4.2.1 If you violate laws and regulations, or certain terms or operating principles of EngageLab, EngageLab shall have the right to make independent judgments and require corrections within a specified time limit, or suspend or terminate your EngageLab account at any time, and decide whether to resume your use of the account according to the actual situation.

2.4.2.2 If EngageLab discovers that you are not the original registrant of the EngageLab account, EngageLab reserves the right to terminate your use of the account without prior notice.

2.4.2.3 EngageLab reserves the right to correct, suspend or terminate your EngageLab account within a specified time limit. Any loss (including but not limited to communication interruption, loss of user data, etc.) caused to you thereby shall be borne by you.

2.5 Account Recovery

In order to prevent inefficient resource allocation, if you do not use your EngageLab account or do not log in to your EngageLab account through other methods approved by EngageLab for 24 consecutive months, EngageLab reserves the right to cancel your EngageLab account and you will no longer be able to log in to your EngageLab account or use the relevant services.

EngageLab will provide reasonable assistance in processing transactions or balances pending in your EngageLab account. To do so, you should follow the instructions and notices provided by EngageLab.

2.6 Account Security

2.6.1 Your EngageLab account shall be created, set up and used by you. We recommend that you take specific measures to protect your account security, including but not limited to installation of anti-virus software and regular change of your passwords.

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2.7 Account Cancellation

2.7.1 You can only apply for cancellation of your EngageLab account. If you need to cancel your EngageLab account, you may do so according to the procedures **specified by EngageLab.**

2.7.2 Please note that when you cancel your account, EngageLab will permanently delete all data related to the account, unless otherwise specified by laws and regulations. The account will also cease to be associated with any third-party account.

3. Rights and Responsibilities of Both Parties

3.1 Our Rights and Responsibilities

3.1.1 If we reach a cooperative relationship with you, we agree that you invoke EngageLab SDK in your App to thus provide you with the necessary technical support (including documents and instructions on the integration and use of EngageLab SDK so that your application can be successfully configured with EngageLab SDK). **3.1.1 If we reach a cooperative relationship with you, we agree that you invoke EngageLab SDK in your App to thus provide you with the necessary technical support (including documents and instructions on the integration and use of EngageLab SDK so that your application can be successfully configured with EngageLab SDK).**

3.1.2 If, as required by law, we need to delete the models and data that you attach to our platform, we shall have the right to delete the relevant information of you.

3.1.3 We are responsible for the daily operation and maintenance of EngageLab SDK, and elimination of faults in time, except for those caused by your own reasons and/or force majeure and those beyond our control.

3.1.4 When you find that your App cannot normally invoke and integrate EngageLab SDK through the EngageLab platform, please inform us immediately. After receiving your feedback, we will actively cooperate with you in debugging.

3.1.5 When we find that you are improperly integrating or using EngageLab SDK, we will notify you via email before taking appropriate action, but we reserve the right to respond without notifying you, including but not limited to restricting client access, API invocation, login to the website management platform, and push of certain content, and controlling the use of and access to certain services.

3.1.6 We shall have the right to adjust the scope of services provided to you due to business development needs or laws and regulations. We will inform you within a reasonable time before the adjustment.

3.1.7 In order to avoid the risk of data leakage, we will take a variety of physical, electronic and management security measures in line with industry standards to protect the personal information we collect about you and your end users.

3.2 Your Rights and Responsibilities

3.2.1 You should fully and completely read EngageLab Privacy Policy. During the cooperation period, you shall correctly integrate EngageLab SDK in your App and/or back-end services according to the documents, instructions and technical support provided by us, and bear the development work and cost thereof; you acknowledge and agree that if it is not properly integrated and/or used, its functions may not work as expected, and even we may limit and/or terminate the provision of services for the App due to its incorrect use. You shall be responsible for the impact and loss caused thereby.

3.2.2 You can only integrate our corresponding SDK services in your App. If you integrate our SDK in other applications beyond the scope as specified in the Agreement, we shall have the right to stop providing services to you and require you to compensate for the corresponding losses.

3.2.3 You should formulate a privacy policy for your end users that is not lower than our privacy protection standards. You should clearly list the purpose, method, scope, etc. of our service to collect and use your end user's personal information one by one in the privacy policy, and obtain your end user's express authorization and consent. Otherwise, if we do not obtain proper authorization from end users or have other defects when we provide services, resulting in damage to any third-party rights and/or our rights and interests, you should bear all the responsibilities and consequences arising therefrom. The privacy policy for your App should essentially contain the following terms: "Some of our services are provided by third-party partners, such as push service, email service, SMS service. In the process of providing such service, third-party partners (such as EngageLab) may know your personal information, and disclose the scope, purpose and use of user information they collect and the corresponding privacy policy links, etc. We will only share your information for lawful, legitimate, necessary, specific and explicit purposes, and only share the information necessary for providing services. When we intend to use personal information for other purposes not specified in this Agreement, we will

inform you in advance for your consent. When we intend to use the information that is collected for a specific purpose for other purposes, we will also inform you in advance for your consent, unless otherwise provided by national laws and regulations.

3.2.4 You undertake that your end users are aware and agree of our collection, use and disclosure of their personal information in accordance with this Agreement and the privacy policy. If your end user makes a request as personal information subject related to EngageLab, you should first verify the identity of the personal information subject and the legality and authenticity of the request, and then contact us in time after deciding to respond to the request. After EngageLab verifies your identity and the authenticity and legality of the request, we will actively cooperate in responding to the request of the personal information subject and reply to you in time. For any appeal or complaint caused by your unilateral failure to fulfill the relevant obligations requested by the personal information subject, you shall be fully and solely responsible for the handling of the complaint or appeal and dispute resolution, and compensate us for all losses we may suffer as a result.

3.2.5 Upon our delivery of the EngageLab SDK update program to you, you should update the product as required by us. In case of special circumstances, you should complete the upgrade of EngageLab SDK in time according to our upgrade requirements, and provide them to the end users in time. Otherwise, you shall be liable for any loss caused to you or your end users.

3.2.6 EngageLab and you are jointly responsible for customer service of integrating EngageLab SDK and other related issues. You are solely responsible for the quality and legality of your App.

3.2.7 You undertake and guarantee that the data and content provided by you to us have legitimate sources (including but not limited to full and effective authorization from the right holders), do not infringe the legitimate rights and interests of others (including but not limited to the right to privacy, intellectual property rights, portrait rights, personality rights, etc.), and do not violate any laws and regulations. Otherwise, you shall bear all responsibilities for any losses caused to us. In order to further guarantee the content of this paragraph, you shall provide us with relevant proof in a timely manner when necessary.

3.2.8 You must not bypass any measures that we may use to prevent or restrict access to or protect the EngageLab platform, nor use any data mining, robot or

similar data collection and extraction tools to collect or mine the EngageLab platform or user information.

3.2.9 When using EngageLab services, you shall abide by local laws and regulations, and agree that you will not use the services or your Apps/products to engage in any activities that violate local laws, regulations and customs, nor use EngageLab services to send unwelcome or unsolicited emails, electronic advertisements, marketing promotion or messages containing illegal or harmful information such as protests, pornography, etc., nor use EngageLab services to engage in acts that endanger network security or infringe upon the legitimate rights and interests of others or to commit crimes.

3.2.10 You agree to indemnify EngageLab or its affiliates against any claim, demand or loss, including reasonable attorneys' fees, arising from or caused by any third party due to your breach of this Agreement. EngageLab shall, pursuant to the relevant service terms of this Agreement, have the right to take measures including but not limited to deleting published information, suspending license, terminating services, restricting the use of EngageLab account and holding you legally liable, depending on the nature of your acts. EngageLab will also assist in legal investigation at the request of judicial authorities.

3.2.11 You must not reproduce, copy, sell, resell or use for any other commercial purpose any part of the EngageLab services or the use or acquisition of the EngageLab services.

3.2.12 You shall assume all legal responsibilities for your illegal acts and violations of this Agreement in the process of using EngageLab services in the following forms, including but not limited to: a) compensation to the infringed party; b) equal compensation to EngageLab if your act causes EngageLab to bear administrative penalty or infringement damage.

3.2.13 Under no circumstances shall EngageLab be liable to you or any third party for any indirect, consequential, exemplary, incidental, special or punitive damages arising out of this Agreement.

4. Disclaimer

4.1 EngageLab will not assume any legal liability under any of the following circumstances:

4.1.1 EngageLab provides your personal information as required by local laws and regulations;

4.1.2 Any disclosure of personal information caused by your abuse of the information;

4.1.3 Any service interruption, restriction or other acts or administrative measures resulting in failure to meet user requirements due to hacker attacks, computer viruses, blocking of illegal or harassing information, government control or any other reasons related to network, technology, communication lines or information security;

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4.1.5 Risks that may arise from threatening, defamatory, offensive or illegal content from anonymous or pseudonymous users during the use of EngageLab products and services;

4.1.6 Any psychological or physiological injury or economic loss resulting from misleading or fraudulent communication with other users on any EngageLab platform;

4.1.7 EngageLab expressly disclaims all warranties of any kind, express or implied, as to the timeliness, security and accuracy of services provided by EngageLab and its partners;

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4.1.9 Under no circumstances will EngageLab be liable for any indirect, consequential, exemplary, incidental, special or punitive damages, including the loss of profits suffered by you as a result of using EngageLab services. Notwithstanding any conflicting terms in this Agreement, our total liability to

you, for whatever reason or in any form, will not exceed the fees (if any) paid by you to EngageLab for the use of EngageLab services during the registration period.

4.2 You may bind your existing third-party account to your EngageLab account. In no event shall EngageLab be liable for any loss caused to you by third parties.

5. Expenses

5.1 Our services include paid services and temporarily free services, subject to the information announced on our platform. Please read the information carefully before using our services. When you use our paid services, you should make payment according to our published charging standards and methods. We may revise and change the charging standards and methods of the paid services according to the actual needs, or start charging for all and/or part of the temporarily free services. We will inform you on the EngageLab platform. Please pay attention to the relevant information or service pages. If you use paid services, you can request a bill from us.

5.2 For recharge services, you may log in to your account to view the recharge, consumption and balance of your account. If you have any objection to the recharge, consumption and balance information of the account, you may provide feedback to us before the 10th day of the following month of the transaction. Otherwise, it will be deemed as default account transaction information.

6. Intellectual Property

6.1 We enjoy the ownership and intellectual property rights of all content on the EngageLab platform, including but not limited to images, texts, website design, graphic arrangement and any derivative works related thereto. Without our written consent, you must not use, modify, reproduce, publicly communicate, change, disseminate, distribute or publicly publish any content on our platform.

6.2 We enjoy the ownership and intellectual property rights of EngageLab SDK and all its elements and components, including but not limited to works, pictures, archives, information, materials, website structure, graphic arrangement of website,

website design, SDK, SPI, data, technology, software, code, user interface and any derivative works related thereto. We have the right to use the software package of EngageLab SDK or other related technical documents for purposes other than those stipulated in this Agreement. Without our written consent, you must not copy, imitate, modify, translate, adapt, lend, sell, sub-license, spread or transfer on the information network our services and/or related software, nor steal, decompile, disassemble, decompose or maliciously attack the software package of EngageLab SDK or commit any other acts that endanger the security and rights and interests of us and others, nor use the software package of EngageLab SDK or other related technical documents for purposes other than those stipulated in this Agreement.

6.3 You agree that we may use your name, trade name, trademark, logo, domain name and other commercial marks in the process of commercial promotion of our partners, and promote the cooperation with you as customer cases. Under no circumstances shall either of us engage in matters that may affect our cooperation or infringe upon the reputation, intellectual property rights, privacy and other legitimate rights and interests of the other party.

6.4 You must not delete, damage, cover up or modify the copyright notices, trademarks or other proprietary marks of EngageLab or its affiliates on the products.

6.5 We enjoy all the rights of the operational data of EngageLab platform, including but not limited to login information, operation records, service subscription and other data. Without our written consent, you must not save, use or authorize others to use the aforementioned data.

6.6 You agree and authorize us to enjoy worldwide a permanent, free, non-exclusive and sub-licensable right to the data we use and collect in the course of providing services to you, including but not limited to our use of the aforementioned data for macro analysis, and release or sharing of the analysis results to third parties.

6.7 You agree that your use of your EngageLab account will not infringe the legal rights of any third party, including intellectual property rights. Without the prior written consent of the right holder, you must not upload, publish, modify, distribute or reproduce any copyrighted materials, trademarks or other proprietary information belonging to others. We will remove any copyright-infringing content after we receive appropriate notice from the copyright owner or its agent and confirm the validity of the allegation through our investigation.

6.8 Without the prior written consent of EngageLab, you have no right to use any intellectual property rights of EngageLab. You confirm and respect the intellectual

property rights of EngageLab. You must not, in your own name or by causing a third party, and must not allow any third party, to apply, in any jurisdiction or in any way, for trademarks, domain names, website names, logos, trade names or any brand features similar to the trademarks of EngageLab or its affiliates for any marketing, advertising, promotional or other purposes. If you do so, you shall transfer all relevant rights to EngageLab at your own cost.

7. Amendments to this Agreement

EngageLab may need to amend this Agreement and various rules from time to time according to the promulgation of laws and regulations, the development of the Internet and the adjustment of the Company's operating conditions and strategies. We will inform you of the new agreement in an appropriate manner. You may view the terms of the latest version of the Agreement on the relevant service page. The amended Agreement and rules shall take effect immediately upon publication **and become an integral part of this Agreement. If you disagree with the amended terms, you should immediately stop using our services.** Your continued access to or use of our services shall be deemed to be your acceptance of the amended Agreement.

8. Term and Termination

8.1 This Agreement shall take effect from the date of your acceptance and shall remain in effect unless terminated in accordance with this Agreement.

8.2 Notwithstanding Article 8.1, you will be deemed to have accepted this Agreement at the first time you use our services, unless terminated according to this Agreement.

8.3 We reserve the right to suspend or terminate your EngageLab account and other EngageLab services for any reason at any time without any liability or prior notice if we believe in good faith that you violate or fail to comply with the provisions herein.

8.4 After the copyright owner or its agent properly notifies and confirms that a user uses our services as a tool for illegal copyright infringement, we will terminate the

infringing user's right to use and/or access our services.

9. Privacy Protection

EngageLab undertakes to protect users' privacy in accordance with EngageLab Privacy Policy. This Agreement and EngageLab Privacy Policy constitute the entire agreement between you and EngageLab regarding the EngageLab account services.

10. Applicable Law and Dispute Resolution

10.1 The validity and interpretation of the terms of this Agreement shall be governed by the laws of Singapore.

10.2 The user and EngageLab agree that any dispute arising from the use of the EngageLab account services shall be resolved through negotiation. Where the negotiation fails, it will be subject to the jurisdiction of the court of the jurisdiction where the Company of EngageLab platform is located.

11. Additional Provisions

11.1 Feedback

11.1.1 If you provide us with any feedback or suggestions about our services ("Feedback"), it will be deemed that you transfer all rights to the Feedback to us and agree that we shall have the right to use the Feedback and related information in any way we deem appropriate. We will treat any Feedback you provide to us as non-confidential and non-proprietary information.

11.1.2 You agree that you will not submit any information that you consider as confidential or proprietary to us.

11.2 Notice

You agree to provide accurate and up-to-date contact information (including your phone number and email address) required to register for EngageLab account

service. You further agree to keep such information accurate and up-to-date. **You acknowledge and agree that EngageLab may send you communications and notices by email or otherwise that may inform you of changes affecting your rights and responsibilities under this Agreement. It is your responsibility to check for such updates regularly.** You acknowledge and agree that EngageLab may send you communications and notices by email or otherwise that may inform you of changes affecting your rights and responsibilities under this Agreement. It is your responsibility to check for such updates regularly.

11.3 Severability

11.3.1 If any provisions of this Agreement are not applicable for some reason, all other provisions shall remain valid and binding on both Parties.

Last updated on Sep 30, 2022