

Release Date: 2024-9-29
Effective Date: 2024-9-29

KLING AI

Terms of API Paid Service

Thank you for using the API Paid Services of KLING AI!

These Terms of API Paid Service, which is incorporated herein by reference (together, these "Terms" or this "Agreement"), and is an important document that you should read, is a legally binding contract between you and LOHAS GAMES PTE LTD. and its affiliates (collectively, "KLING AI", "Company", "us", "we", or "our") regarding your use of the API Paid Services of KLING AI and associated software applications and websites (collectively, "API Services", "Services"). References to "User", "you", and "your" refer to the individual accepting this Agreement.

In order to use the API Paid Services and related functions, you should read and comply with Agreement, KLING AI Terms of Service, KLING AI Privacy Policy, Service Level Agreement (SLA) and other terms, agreements, rules, guidelines, policies, notices and instructions pertaining to the use and/or access of our platform, the API Services and related promotions and other activities, as well as any amendments to the foregoing, issued by us from time to time (hereinafter collectively referred to as the "Service Agreements and Rules"). This Agreement is a supplemental agreement to the KLING AI Terms of Service and KLING AI Privacy Policy, and is incorporated in each of them, which collectively constitutes an agreement binding upon you. In case of any conflict or inconsistency between this Agreement and the KLING AI Terms of Service or KLING AI Privacy Policy, this Agreement shall prevail to the extent of such inconsistency. For matters not stipulated in this Agreement, the KLING AI Terms of Service and the KLING AI Private Policy shall apply.

YOU MUST CAREFULLY READ AND FULLY UNDERSTAND THESE TERMS, INCLUDING ANY TERMS THAT MAY EXEMPT OR RESTRICT YOUR LIABILITIES AND/OR RESPONSIBILITIES AND ANY TERMS THAT MAY RESTRICT AND/OR CONSTITUTE A WAIVER OF YOUR RIGHTS, AS THEY APPLY TO YOUR USE OF THE SERVICES. YOUR USE OF THE SERVICES IS CONDITIONAL ON YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE WITH OR ACCEPT THESE TERMS, YOU SHALL NOT USE ANY API SERVICES OF KLING AI OR ANY OF OUR OTHER SERVICES.

ALL DISCLAIMERS, INDEMNITIES AND EXCLUSIONS IN THIS AGREEMENT SHALL SURVIVE TERMINATION OF THIS AGREEMENT BETWEEN US FOR ANY REASON.

Anyone below the age of 13 or other minimum age as defined under the applicable laws of your jurisdiction ("Minimum Age") shall not use the API Services. If you have reached the Minimum Age but are under the age of majority as defined under the applicable laws of your jurisdiction ("Majority Age"), you may only use the API Services through the representation of your parent or legal guardian, and your parent or legal guardian hereby represents you and accepts these Terms.

We reserve the right to amend, replace and/or otherwise update these Terms from time to time. We will use reasonable endeavors to notify you of any material changes to these Terms.

Every time you wish to use our API Services, please check these Terms to ensure you understand the Terms that apply at that time. You may determine if any such update has taken place by referring to the date on which these Terms were last updated. Your continued use of our platform and the API Services constitutes your acknowledgement and acceptance of such changes.

1. Definitions

1.1 **"API Paid Services"** , namely the "KLING AI API Product Service" or simply "Service" , refers to the technical service of KLING AI through API provided by us to you. Please refer to our official platform or Product Service Rules for specific information.

1.2 **"API"** means each application programming interface created or owned by us and licensed to you pursuant to this Agreement.

1.3 **" Product Service Rules "** refers to any documents, agreements, rules, terms, etc. related to the products and services provided by us, which are published by us through our official platform, management console or any other means and might be updated at any time according to business needs, including but not limited to product descriptions, product pricing, operating guidelines, product service level agreements (SLAs) , compensation standards, etc.

1.4 **"Client Application "** means the website, client, application, platform, mini-program and mobile or non-mobile smart terminal device that uses this Service and is legally operated by you.

1.5 **"Applicable Law"** means all applicable legislation, regulations, any and all directives and/or guidelines of any applicable regulatory, governmental authority.

2. Purchase and use of API Services

2.1 You must register or log in to your KLING AI account before you can continue to purchase and use any API Service.

2.2 The service fees will be clearly stated on your purchase page. You can choose the specific service type and pay the stated price.

2.3 Before you purchase or use any API Services, **please be sure to read and fully understand these Terms especially the rules of use of the specific API Services to**

which you intend to purchase, as well as the terms and conditions that we will bring to your attention in a reasonable manner such as boldface, etc. (including, but not limited to, the rules governing payment and refund, the rules governing the use of the benefits associated with the API Services, the exemption or limitation of liability).

2.4 If you do not agree with any or all of the terms and conditions of these Terms, please do not confirm (such confirmation include but is not limited to checking the box to agree to these Terms, clicking on the **buy now** option , making payment for the API Services)your agreement to carry out the next step or your use of any of the API Service. **Your confirmation of the next operation or the use of any of the API Services means you have read and agree to sign all the contents of this Terms.**

2.5 You will be able to access the API services after you complete the steps to obtain the API Service in accordance with the relevant pages of the platform and after successful payment of the service fee is confirmed.

2.6 Please note that **the validity period of the API Service you have obtained.**

2.7 As the API Services and associated benefits are virtual consumer products, the service fee will be the price of the online product corresponding to the API Service you purchased, and is not deemed to be a prepayment, deposit, earnest money, savings card, or any similar item. Once the API service fee is paid, it will not be refunded.

2.8 If you are unable to use the purchased API Services due to any changes in applicable laws and regulations, government actions, changes in circumstances, or other factors, we will notify you in an appropriate manner, but we will not be liable for any losses incurred by you as a result. If you have any questions about this, you can contact us at our contact details set out in the “Contact Us” section below.

2.9 Please note that we may send you information such as recommended content, paid user benefits, promotional activities, etc., through the email address with your User Account, or via in-site messages and announcements. If you do not wish to receive such information, you can unsubscribe or turn off the notifications at any time by following the steps to unsubscribe or selecting the turn-off options provided on the relevant pages of the platform.

3. You Rights and Obligations

3.1 Compliance with Applicable Laws: you must use the API Services in a lawful manner, and must obey all laws, rules, and regulations ("Laws") applicable to your use of the Services. As applicable, this may include compliance with domestic and international Laws related to the use or provision of financial services, notification and consumer protection, unfair competition, privacy, and false advertising, and any other Laws relevant to Transactions.

3.2 You may, within the scope permitted by law, enjoy the service provided by us in accordance with the prior art and the provisions hereof.

3.3 Unless otherwise stipulated in the Special Terms, we hereby grants you a non-exclusive, non-transferable or sublicensable, time-limited, revocable license to use the products and technologies in this Service within the geographical scope of business. You understands and agrees that any materials, software, data, etc., provided by us to you belong to we, and you has no right to disseminate, transfer, license, or provide these resources to others for use, otherwise, you shall bear corresponding responsibilities. We will retain all rights not explicitly granted to you.

3.4 If relevant information and materials are required to achieve the purpose of the Agreement, you shall confirm that the information and materials submitted by you are true, accurate, complete and timely. Otherwise, we have the right to refuse to provide relevant services. If any losses are caused to us or a third party, you shall bear full responsibility.

3.5 If you uses, transfers, sublicenses, or leases any resources, technical support, or services provided by us beyond the scope of our authorization (including transfer, sublicense, or lease to your affiliates); or applies for intellectual property registration, filing, or registration for our products and services without our prior consent, or modifies our products and services or develops new programs, technologies, or other derivative products based on our products and services to compete with us, we have the right to immediately suspend the service, and you shall be solely borne by all losses and consequences thereby incurred, and we shall not bear any liability therefor. The aforementioned intellectual property rights that have been registered or applied for registration without consent shall belong to us.

3.6 To avoid ambiguity, You shall not refuse to pay service fees to us on the grounds that the expenses are not incurred by us. If your Client Application encounters abnormal access traffic, or suffers from hacker attacks such as network attacks from a third party and incurs expenses, you shall still pay the resulting expenses to us.

3.7 You shall guarantee that the data uploaded and stored in the Service or collected, stored, used, transmitted, transferred, publicly disclosed, and deleted through the Service are all data collected, obtained, or authorized by you in accordance with the applicable law ("Your Data"), and you will not and has not infringed upon the legal rights and interests of any individual or entity in any way. If your data contains relevant personal information of its end users or any third party, you guarantees that its collection and provision of the above information has complied with the principles of legality, legitimacy, and necessity, and has clearly stated the purpose, method, and scope of collecting and using the information and has obtained explicit authorization from the corresponding rights holder. We have the right to verify the authorization obtained by you, and you shall cooperate. You agrees that we have the right to process data within the scope of providing you with the services described in this Agreement and optimizing the effects of the services described in this Agreement.

3.8 You guarantees that the Key (access key and secret key) of the API provided by us can only be used for the authorized your Client Application. You shall properly keep the Key used for this Service and shall not transfer, rent, lend, disclose or leak

the Key to any third party (including your affiliates) in any form. If the Key is used without authorization or other security issues occur, you shall immediately notify us, and we shall not be liable for the loss or damage caused by the above circumstances.

3.9 You shall take effective measures to prevent hacker attacks, password theft, illegal calls and other illegal activities that endanger information security, properly keep the interface, account password for the use of this Service and ensure the security of its own terminals and network. All activities performed through access to your interface, account password shall be deemed as your activities. You shall bear the consequences of loss or theft of account password and network insecurity.

4. RIGHTS AND OBLIGATIONS OF US

4.1 We have the right to **adjust or terminate part or all of the services at any time** (including but not limited to offline, iteration, integration, etc.) according to our own operational arrangements. However, We shall notify you at **least 30 days** in advance so that you can make transfer and backup of relevant data and adjust business, etc., to protect your legitimate rights and interests.

4.2 If we discover on our own or based on information from government authorities, complaints from obligees, etc., that your Client Application may be in violation of applicable laws and regulations or prohibited behaviors under this Agreement, we have the right to independently judge based on the general understanding of the public and take one or more of the following measures at any time:

- (i) Request you to immediately delete or modify the illegal content;
- (ii) Restrict or suspend all or part of us to you (including but not limited to directly taking some of your services offline, recovering relevant resources, prohibit the access to API, imposing operational restrictions or suspension to your account, etc.).
- (iii) Terminate the provision of Services to you and terminate the Agreement (including but not limited to directly taking all of your services offline and recovering relevant resources, etc.).
- (iv) If we terminate the provision of Services to you or terminate the Agreement in accordance with this agreement, the fees prepaid by you shall be deemed as liquidated damages and shall not be returned to you;
- (v) Pursue other responsibilities of you in accordance with the applicable laws.

The above measures taken by the us (including but not limited to suspending services, deducting fees, terminating the agreement, etc.) shall not be deemed as a breach of contract by us. If losses are caused to you as a result (including but not limited to business suspension, data clearance, etc.), they shall be borne by you. The responsibilities and consequences arising from your violation of this Agreement shall be borne by you, and if losses are caused to us or a third party, you shall provide compensation.

4.3 **We cannot guarantee that the Services it provides are flawless, nor can it foresee and guard against legal, technical and other risks at any time, including but not limited to service interruptions, data loss, data leakage or theft, and**

other losses and risks that may result from force majeure, viruses, Trojans, hacker attacks, system instability, third-party service defects, network failures, government actions, etc.

5.DATA PROTECTION

5.1 If you uses this Service and we may need to collect and process the personal information of your natural person end users,you shall cooperate with us to obtain the authorization of the end users for us to collect and process their personal information for the purpose of providing relevant services. You shall explain to your end users in the privacy policy of your Client Application that your Client Application uses our products and services, and explain to the end users the scope, purpose, and use of personal information that we will collect and process to provide services. If you fail to fulfill the above obligation, resulting user complaints or regulatory penalties against us, you shall bear the responsibility for eliminating adverse effects and compensating for losses of us.

5.2 All consequences and responsibilities caused by any violation of applicable laws and regulations in the generation, collection, processing, use, etc. of your data shall be borne by you, and we have the right to terminate the provision of this Service to you in whole or in part at any time. All losses suffered or all responsibilities and expenses incurred by you as a result shall be borne by you, and you shall compensate us for any losses caused.

5.3 Since different countries or regions have different regulatory requirements for the technical services, collection, storage, use, and transmission ("data processing") of data and personal information, in order to avoid us violating local regulatory provisions due to not understanding the laws or policies in the country or region where you or the end user is located, you are obliged to ensure that the content of the contract does not violate the laws, regulations and policies of the country or region involved before the cooperation between the two parties. If you violate this agreement, the corresponding risks and consequences shall be borne by you.

6.INTELLECTUAL PROPERTY

6.1 Retained Rights.We retains all right, title and interest in and to Intellectual Property (a) owned, made, conceived or reduced to practice by us prior to the Effective Date of this Agreement or (b) developed by us during the Term of, but outside the scope of, this Agreement provided that the developed Intellectual Property does not contain or constitute as derivative material of Confidential Information (collectively, the "Retained Rights").,including copyright, patent rights, trademark rights, and all other intellectual property rights and ownership, as well as data rights and interests, of this Service and various data, information, documentation, technical materials, statistical data, methods and achievements of technical improvements contained within this Service during the period of providing services to you.

6.2 Except for the performance of this Agreement, without prior written consent, one party shall not avail or make use of, in any form, the other party's intellectual property rights, including but not limited to copyright, trademark, trade secret, trade data, trade dress, domain names or company names. Except for the licenses explicitly granted under this Agreement, no provision of this Agreement shall be construed or implied to license, assign, or indicate that the other party may acquire or use any patents, copyrights, trademarks, proprietary technologies, trade secrets, data, or any content of either party.

6.3 Unless otherwise agreed or otherwise provided by laws and regulations, if you have legal intellectual property rights to the content you upload/input, the intellectual property rights of the AI-generated content still belong to you. However, whether the aforementioned AI-generated content has intellectual property rights and the ownership of the intellectual property rights should be determined and handled by you according to the laws at that time, and we are not responsible for any losses caused by this. If this causes losses to us and our affiliates and partners, you shall bear the liability for compensation.

6.4 You use of the AI-generated content for commercial purposes is not restricted. However, you are aware and understand that the content generated by artificial intelligence cannot completely avoid the risk of infringement of intellectual property rights, especially when you and your downstream customers input content involving unauthorized texts, IPs, etc. **Please carefully evaluate before using it for external commercial purposes. You need to ensure that you and your downstream customers conduct input and output legally and reasonably, and bear all consequences. If you cause losses to us and our affiliates, you shall bear the liability for compensation.**

6.5 Each party shall respect the intellectual property rights of the other party or third party. If any third party files a lawsuit or claims against the other party for infringement of its intellectual property rights and other legitimate rights and interests, the responsible party shall compensate the other party for its direct economic losses (the responsible party shall bear the infringement compensation liability determined by the judicial organs, administrative organs and other competent authorities in the form of final effective judgments, rulings, administrative orders, etc. within the scope of fault). The premise is that the party receiving the lawsuit or claim shall notify the other party in a timely manner, the responsible party shall take the lead in handling the relevant disputes (including all procedures of litigation, invalidation, counterclaim and settlement, etc.), and the other party shall provide necessary cooperation and make every effort to prevent the expansion of related losses.

6.6 If the intellectual property rights under this Agreement are involved in a lawsuit due to your fault, we shall not be required to bear any obligation to assist, and shall not bear any liability for infringement damages determined by any relevant dispute. If the relevant effective judgment documents add us as a participant in the lawsuit and confirm our infringement liability, or cause us to bear any adverse consequences, we

have the right to seek compensation from you, including but not limited to the following circumstances:

- (1) Infringement disputes caused by your use of the Service beyond the scope of this Agreement ;
- (2) The Service with other products or technologies beyond the scope of this Agreement without authorization , and any infringement disputes caused by such combination ;
- (3) Your modification or improvement of the Service ;
- (4) Infringement disputes caused by technology, specifications, information or instructions provided or specified by us;
- (5) Infringement disputes caused by your failure to promptly use the new version or replacement product or service provided by us to you;
- (6) We have stated in writing in advance that you needs to independently obtain third-party intellectual property licenses, and You fails to obtain such licenses as agreed.

7. INDEMNIFICATION

7.1 If your usage behavior is abnormal, we have the right to take one or more of the following measures unilaterally based on our independent judgment:

- (1) restrict or suspend the use of services;
 - (2) terminate the provision of services and terminate this agreement;
 - (3) pursue your legal liability;
 - (4) other measures we deem appropriate.
- You will be responsible for any user losses caused by our suspension or termination of services in accordance with the above agreement.

7.2 During the performance of this Agreement, if either party violates any of the provisions of this Agreement, unless otherwise agreed in this Agreement, the breaching party shall bear liability for compensation for the direct economic losses suffered by the other party due to the breach. If both parties breach each other, each party shall bear the corresponding liability for breach of contract for its own breach. The party that complies with the contract has the right to take legal remedies such as suspending services, terminating services, requiring the other party to stop breaching the contract and reduce or eliminate the impact, rescinding the agreement, and requiring the other party to compensate for losses. For the avoidance of doubt, if one party fails to perform (including but not limited to non-performance and delayed performance) the obligation of prior notice, resulting in the other party unable to perform its obligations as agreed in this Agreement, it shall not be deemed as a breach of contract by the other party, and the other party shall not bear any liability for breach of contract, including but not limited to compensation for any losses.

7.3 If your violation of this Agreement causes damage to the rights and interests of other users, us or any of our partners, you shall bear all legal responsibilities and, in serious cases, you may be held criminally liable.

7.4 IN NO EVENT SHALL (i) OUR LIABILITY TO YOU OR ANY OTHER PARTY FOR MISTAKES, ERRORS, OR OMISSIONS, OR FOR NON-DELIVERY OR LATE DELIVERY OF SERVICE; OR (ii) OUR AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS

AGREEMENT, UNDER ANY THEORY OF LAW, EXCEED THE AMOUNT PAID TO US BY YOU HEREUNDER IN THE PRECEDING SIX MONTHS.

8. Instructions of Conduct

8.1 When using the API Services, you should abide by the INSTRUCTIONS OF CONDUCT section stipulated in the KLING AI Terms of Service.

8.2 You must not, and must not permit or cause any third party to, engage in any of the following acts in the course of using the API Services:

8.2.1 Theft, exploitation of system loopholes (including but not limited to using robot software, spider software, crawler software, screen-scraping software, etc.), and causing defects or errors in rules/system settings, or obtaining the use of any one or more API Services and any other rights and interests through any non-official or authorised channels, ways and means (including but not limited to purchase, rental, borrowing, sharing, assignment, etc.), causing malicious use or damage to any of the API Services, and rights and interests through any non-official or authorised channel or mean;

8.2.2 Save as expressly permitted under these Terms, use any one or more API Services and rights for profit or illegal gain, sell, transfer, license or transfer any one or more API Services or paid rights you enjoy in various ways, or lend the service or paid rights to others for use;

8.2.3 Modify the content, Validity Period, consumption record, transaction status, etc. of any or more API Services purchased by illegal means, or using any one or more of the purchased API Services in an unlawful manner or for illegal purposes;

8.2.4 Break, alter, reverse engineer, tamper with, or otherwise damage any of your security measures used to protect the API Services and the associated rights, or assist others to do so;

8.2.5 The use of any one or more of the API Services and the associated rights and interests to infringe upon your and any third party's intellectual property rights, property rights, rights of reputation, and other lawful rights and interests;

8.2.6 The use of any one or more of the API Services and rights and interests against or suspected of endangering minors;

8.2.7 Other violations of applicable laws and regulations or regulatory policies, infringement of the lawful rights and interests of third parties or us, as well as any violations of these Terms, the Service Agreements and Rules and any relevant platform rules implemented from time to time .

8.3 KLING AI respects and protects the legitimate rights and interests of users and others. You are reminded that if you provide as Input on the platform, or receive as Output from the platform, sensitive information involving personal information or confidential information when using the platform, you should strictly comply with the applicable laws and regulations, including obtaining legal and valid consent from the affected individual. **You shall ensure that the original contents such as videos, images, photos and other materials and information (hereinafter referred to as**

"Content") that you upload, input, or publish on the platform or receive in the form of Output when using the functions and services of KLING AI are compliant with all applicable laws and do not infringe the legal rights of any third party (including, but not limited to portrait right, personality right, copyright and the related or neighbouring right of copyright, patent right, trademark right, right of reputation, right of honour, property right, rights in relation to personal information, confidential information, etc.).

8.4 If you violate the above requirements, you shall be solely responsible for resolving any related disputes and bear full and sole liability for all losses and risks incurred as a result of or in connection with the foregoing. Additionally, we reserve the right to, upon receiving and verifying complaints from relevant right owners in accordance with the applicable laws and the Service Agreements and Rules, and any other platform rules implemented from time to time, remove such infringing content at our discretion or take measures within the scope of applicable laws to prohibit you from continuing to use such content and you shall bear all losses or adverse consequences. Our provision of Services to you does not constitute any recognition of the legality, compliance, or non-infringement of the Content you upload and publish on the platform. If any losses are caused to you due to the Content, you reserves the right to claim compensation from you and take relevant measures in accordance with the applicable laws and KLING AI Terms of Service as appropriate.

9. Suspension and Termination of Services

9.1 The API Services you have purchased may be suspended or termination in the following situations:

9.1.1 Active suspension or termination by you, including but not limited to suspending or terminating the purchased API Services, failure to renew upon expiration of the service period, or cancellation of your User Account;

9.1.2 Active suspension or termination of the corresponding API Services by us due to your breach of these Terms, any of the Service Agreements and Rules or any other relevant terms and rules implemented by us from time to time;

9.1.3 Suspension or termination of the API Services by us due to applicable legal and regulatory requirements or force majeure events;

9.1.4 Other situations where the API Services should be suspended or terminated in accordance with applicable laws and regulations.

9.2 After the suspension or termination of the API Services, we will provide you a with reminder or notice.

9.3 If you are unable to use the API Services as a result of the foregoing, you can contact us with any questions you may have at the contact information specified in Article 13 of these Terms.

9.4 In the event of suspension or termination on any grounds under Article 9.1:

9.4.1 To the extent permitted under applicable law, we shall not be liable to you or any third party for any claims, refunds, damages, or losses whatsoever;

9.4.2 Fees collected are non-refundable unless specifically agreed upon in these Terms;

9.4.3 We have the right, but not the obligation, to ensure that you retain information about your purchase data in relation to the relevant API Services.

9.5 When the termination of the API Services you purchased occurs as mentioned above, you have no right to request us to continue to provide you with the corresponding API Services, but this does not affect the rights and obligations arising from the Terms between you and us prior to termination. You shall indemnify us for all losses and/or expenses incurred by us (including legal fees on an indemnity basis) in relation to any claims of third parties and any penalties imposed by any governmental, regulatory or statutory bodies, arising out of or in connection with the termination or suspension of the API Services you purchased. You shall indemnify us for any losses and/or expenses incurred by you as a result.

10. Risks and Liabilities

10.1 Please understand that in order to improve the user experience and service, we may from time to time update and optimize its offering of API Services and that the process of updating and optimizing may involve the downgrading or adjusting of some of the on-line functions and rights and interests, and that we will use commercially reasonable endeavors to protect your legitimate rights and interests.

10.2 When purchasing, it is your responsibility to **confirm that the information of purchase equipment, the amount which you intend to purchase, the account under which you intend to purchase, your E-mail as associated with your account, purchase demand, operating system and channel are accurate** before each payment transaction is made. You should follow the guidelines on the relevant function page on the platform to complete the purchase. If your rights and interests are damaged for any reason, whether due to the wrong account number, wrong amount that you paid, wrong type of purchase, wrong User Account number, wrong amount of money, improper operation, or lack of understanding of billing method, or otherwise, you are fully responsible for the losses and damages incurred and will not be compensated or indemnified.

10.3 Please note that each API Service and the corresponding paid rights and interests are limited to your own use through your registered User Account. Without the written consent of us, each User is prohibited from granting, borrowing, renting, transferring, selling or otherwise licensing the use of the User Account and the API Services and all rights and interests in relation to the User Account to others in any form. If we find or has reasonable grounds to believe that the actual user is not the owner of the User Account, in order to protect the User Account and the security of user rights and interests, we have the right to immediately suspend or terminate the provision of the corresponding services or rights and interests to the User Account. You should correctly use and properly store your User Account credentials and maintain the confidentiality of your User Account

and password, so as to prevent any leakage, loss, theft and any other unauthorised actions.

10.4 After you purchase the API Services, you can use them at any time within the Validity Period as needed. We hereby reminds you that since the terms herein,are relevant to your own rights and interests in respect of your User Account, please be sure to carefully review the purchase page of the relevant API Services on the platform and the detailed page description of the services before purchasing the API Services. Please ensure that you fully understand the contents of these Terms, the purchase page of the relevant API Services, and the detailed page description to ensure that you have a clear understanding and awareness of the API Services you purchased, the corresponding rights and benefits you will enjoy, and the rules governing your use of the API Services as set out in these Terms.

11. Exclusion of Liability

11.1 You confirms that the unavailability of services or other impacts caused by the following circumstances do not constitute a breach of contract by us and us shall not be liable:

- (1)Your improper operation, your or a third party's computer software, system, hardware, communication line or other resource failure;
- (2) The Service is unavailable due to your equipment system application failure or your own system setting adjustment , as well as the service is unavailable due to system debugging and configuration performed according to your requirements ;
- (3) We notifie you in advance that system maintenance is required;
- (4) Errors caused by the domain name being blocked due to your content violations or other reasons;
- (5) The reduction in availability caused by your large-scale sudden increase in traffic without informing us in advance in writing;
- (6) When we are configuring system hardware and software or node equipment, or performing system hardware and software maintenance, server configuration, maintenance, or upgrade, it is necessary to suspend service for a short period of time;
- (7)Access speed of your Client Application terminal decreases due to the blockage of the network path ;
- (8) In view of the particularity of computers and the Internet, service unavailability caused by hackers, viruses, technical adjustments of telecommunications departments or other problems that affect service and security ;
- (9) You confirms that in the process of providing product services, we only engage in activities such as data distribution, transmission, and caching, etc., and does not process the data itself. If you infringe upon or violates applicable laws or regulations in the process of using the services provided by us, you acknowledge that this has nothing to do with us and we does not bear any responsibility itself;

(10)The parties confirm that, based on the uncertainty and reproducibility of data value , you shall properly back up its original data; we shall not bear any responsibility for the loss of your original data, regardless of the type of service provided by us or whether the data loss is caused by service failure;

(11)You shall assist us in conducting necessary investigation/review and management of your use of our products and services in accordance with applicable laws, regulations, and government orders. However, we shall not bear any legal liability for your breach of contract or violation of the law, as well as the above investigation/review. If this Agreement cannot be continued as a result, we have the right to terminate this Agreement without any liability for breach of contract, and you shall compensate us for the corresponding losses;

(12) Other third parties due to the actions or omissions of third parties; we shall not be responsible for any losses of third parties who indirectly receive our services through you;

(13) The service is unavailable or substandard due to force majeure or other reasons not attributable to us.

11.2 EACH API SERVICES ARE PROVIDED “AS IS” AND "AS AVAILABLE" BASIS AT YOUR SOLE RISK. WE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, WITH REGARD TO THE SOFTWARE AND SUPPORT SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11.3 You understands and agrees that, due to the current technical bottlenecks of this Service , we cannot make any commitments on the following matters. At the same time, the following circumstances do not constitute a breach of contract by us:

(1)We cannot guarantee the security, reliability, availability, and continuous stability of the Service 100%, nor can we guarantee the accuracy, reliability, and error-freeness of the content generated by it;

(2)Since this Service cannot truly understand the user business data or related content uploaded by you, it is also unable to judge or identify potential risks and ethical issues. Therefore, any content obtained by you through the use of this Service cannot be regarded as advice to you or your users. You are responsible for notifying its users to make independent judgments based on its actual situation, especially in professional issues (such as medical, financial, legal, etc.). We shall not bear any direct or indirect losses arising therefrom;

(3)Although this Service is automatically filtered by artificial intelligence algorithms, it cannot be ruled out that some information may be flawed, unreasonable, or cause discomfort to users. It should be noted that the generated content does not represent any position or opinion of us or other our affiliated companies;

(4) This Service cannot guarantee the accuracy, stability and completeness of the code, program and the content they point to.

11.4 Disclaimer of API Service: If the Service includes API Service, then unless otherwise agreed by both parties, API Service is not a storage service. We only provides limited cache service necessary for providing API Service. If your cached data is lost while ensuring the normal use of API Service, it shall not be deemed as a breach of contract by us.

11.5 When performing this Agreement, we shall not be liable for any losses caused to you or other third parties due to the actions or omissions of the third party.

11.6 Regardless of any claim for compensation, even if we assumes liability for some reason, the scope of damages to be compensated shall be limited to the direct and actual damages incurred by you. We shall not bear any obligation to compensate for indirect damages such as damages caused by unforeseen special reasons, loss of potential profits, and claims for damages made against you by a third party who indirectly uses our services through you.

11.7 If you violate the scope of the license agreed in this Agreement and uses this service, any accusations, claims and losses arising therefrom shall be borne by you alone, and you shall not demand compensation from us. If you breaches the contract and sublicenses this Service to any third party, you shall also bear any losses incurred by the third party in the process of using our service , and we shall not make any compensation to any other third party.

11.8 UNLESS OTHERWISE AGREED IN WRITING, IN NO EVENT SHALL WE BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS OF YOU OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, RESULTING FROM YOUR OR ANY THIRD PARTY'S USE OR INABILITY TO USE THE SERVICES OR FOR THE UNAVAILABILITY OF THE SERVICES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT YOU OR WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. IN NO EVENT SHALL OUR TOTAL CUMULATIVE LIABILITY OF EACH AND EVERY KIND UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID TO US BY YOU HEREUNDER IN THE PRECEDING SIX MONTHS. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

11.9 To the fullest extent permitted by applicable laws and regulations, you acknowledge and agree that any claim or dispute you have with any other third party

in connection with the Services is between you and such third party and you irrevocably agree to release, indemnify and hold harmless us, our parent companies, subsidiaries, and affiliates, and each of our respective officers, directors, employees, agents and advisors from any and all claims, demands and/or damages arising out of such claim or dispute.

11.10 We do not claim, and cannot guarantee that Services we provide are or will be appropriate or available for any other location or jurisdiction, comply with the Laws of any other location or jurisdiction, or comply with Laws governing export, import, or foreign use. You are obliged to ensure that the content of the contract does not violate the laws, regulations and policies of the country or region involved before the cooperation between the two parties.

11.11 The disclaimer clause shall remain valid after the termination of the Master Agreement and the corresponding order.

12. Terms of Service for Minors

12.1 Anyone below the age of 13 or other minimum age as defined under applicable laws of your jurisdiction ("Minimum Age") shall not use the Services.

12.2 If you have reached the Minimum Age but are under the age of majority as defined under applicable laws of your jurisdiction ("Majority Age"), you may only use API Services through the representation of your parent or legal guardian and that they abide by the stipulation of KLING AI Terms of Service and KLING AI Privacy Policy.

13. Contact Us

If you have any complaints, suggestions or other questions about these Terms, please contact us :

- a) through email at klings@kuaishou.com ;
- b) by accessing [Kling AI Customer Support] at the bottom right corner of the Website;
- c) by clicking on the [top left menu] - [Contact Us] in kling APP.

We will review the issues involved as soon as possible and reply to you in a timely manner after verifying your identity.

We will review your feedback as soon as possible and reply to you in a timely manner after verifying your identity.