

# Terms of Use

mogu



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## Terms of Use

PLEASE READ CAREFULLY THESE TERMS OF USE BEFORE USING THIS WEBSITE, AS THEY AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS.

### 1. ACCEPTANCE OF TERMS

- 1.1. MOGU TECHNOLOGIES LIMITED (“MOGU”, “We”, “Us” or “Our”) welcomes you (“user”, “you” or “your”) to our website at <https://mogutech.io> (“Website”).
- 1.2. By accessing and using this Website, you agree to the following terms and conditions of your use of this Website (collectively, these “Terms”). These Terms also apply to our Website at various platforms, including mobile, web-based or other applications which are provided and owned by MOGU.
- 1.3. If you are using this Website on behalf of an organization or entity, that organization or entity accepts these Terms.
- 1.4. Your access to and use of this Website constitutes your acceptance of and agreement to abide by each of these Terms set forth below including our Privacy Policy which is hereby incorporated in these Terms by reference. If you do not agree to any of the provisions of these Terms, please do not use this Website or any information, links or content contained on this Website.
- 1.5. These Terms may be modified, changed, supplemented or updated at any time with or without notice. You should visit this page regularly for the most current version of these Terms on this Website.
- 1.6. We may from time to time publish additional guidelines, rules, and conditions applicable to your use of this Website. You agree to comply with these additional guidelines, rules and conditions, which are incorporated by reference into these terms.
- 1.7. Your continued use of this Website will confirm your acceptance of these Terms as modified, changed, supplemented or updated by us. If you do not agree to such revised terms, you should stop using this Website and any information, links or content contained on this Website.



- 1.8. We have no obligation to provide, or continue to provide this Website, or any part thereof, now or in the future. We reserve the right, at any time, temporarily or permanently, in whole or in part, without prior notification and without incurring any liability to you, to: modify, suspend or discontinue this Website; charge for the use of this Website; restrict or modify access to this Website; and modify and/or waive any charges in connection with this Website.
- 1.9. These terms only govern our provision and your use of this Website. Certain transactions and activities, including the provision of services or products that may be performed or facilitated through this Website may be subject to separate terms and conditions that you have to accept in order to enter into these transactions or perform these activities.

## 2. USAGE RESTRICTIONS

- 2.1. You will not, and will not allow any other party to:
  - (a) Use this Website or its content on any other platform or for the benefit of any third party;
  - (b) Sell, resell, license, sublicense, distribute rent, lease or loan this Website or its content for any commercial purposes or to any third party;
  - (c) Use this Website or its content for any commercial purposes;
  - (d) Copy, modify, adapt, enhance, alter, translate or create derivative works of this Website;
  - (e) Use or merge this Website with other software, databases or services not provided by MOGU;
  - (f) Simulate, reverse, decompile, disassemble or otherwise attempt to derive the source code, algorithms or structure of this Website;
  - (g) Interfere with or disrupt in any manner with the operation or performance of this Website, or any part thereof, including any servers or networks provided by third party service providers;



- (h) Attempt to gain unauthorized access, bypass or circumvent any measures imposed to regulate, restrict or control access to this Website;
  - (i) Create a database by downloading and storing this Website;
  - (j) Use this Website to make available any malicious code, including any virus, worm, trojan horse, web bug, spyware, or any other computer code, file, or program;
  - (k) Use any robot, spider or any other device to retrieve, index, "scrape," "data mine", "crawl" or any other way to gather, reproduce or circumvent the navigational structure or presentation of this Website without our express prior written consent;
  - (l) Cache, frame or link to this Website without our prior written consent;
  - (m) Remove, alter or obscure our copyright or any other proprietary notice;
  - (n) Misrepresent or impersonate any person or entity;
  - (o) Represent or distribute inaccurate information about this Website; or
  - (p) Violate any applicable laws, rules or regulations in connection with your access or use of this Website.
- 2.2. Additionally, in respect of our applications, you will not, and will not permit any other party to: (a) sublicense, distribute, sell or otherwise transfer our applications to any third party; (b) use our Platforms as a service bureau, or lease, rent or loan our applications to any third party.

### 3. USER REGISTRATION AND ACCOUNT

- 3.1. To access and use certain features on this Website, you may be asked to create an account with this Website ("**Account**").
- 3.2. You agree to:



- (a) Provide current, accurate and complete information when creating an Account;
- (b) Ensure that any content you upload and provide to us does not breach or infringe intellectual property rights of any third party;
- (c) Maintain and promptly update your Account information;
- (d) Maintain the confidentiality and security of your login credentials to restrict other party to access to your Account;
- (e) Be responsible for all activities that occur under your Account and accept all risks of unauthorized access; and
- (f) Notify us immediately of any unauthorized use or breach of security of your Account.

#### 4. DISCLAIMERS

- 4.1. This Website and its content are provided on an "as is" and "as available" and "with all faults" basis, without warranties or conditions of any kind, either express or implied, including without limitation, warranties of accuracy, merchantability, fitness for a particular purpose, non-infringement or quality of service. We take no responsibility or liability for any error, delay or interruption on this Website.
- 4.2. To the maximum extent permitted by law, we make no guarantee, representation or warranty concerning the following:
  - (a) The timeliness, reliability, accuracy, completeness, accessibility, quality, operation or usefulness of any part of this Website;
  - (b) The accuracy, copyright compliance, legality or decency of material contained in or accessed through this Website;
  - (c) That this Website will be available on an uninterrupted, secure or error-free basis;



- (d) That this Website will be free from viruses, worms, trojan horses or other harmful components;
  - (e) That this Website will operate or function properly on your operating system, mobile device or any other device.; and
  - (f) That this Website will not cause any damage to your operating system, mobile device or any other device.
- 4.3. The use of this Website is at your own discretion and sole risk. You are solely reliable for the entire risk as to the results and performance of this Website including any damages to your operating system, mobile device or any other device and any loss or damages to the data stored on any device mentioned above. You are solely reliable for all decisions or actions resulting from and any liability or damages incurred through your use of this Website.

## 5. THIRD PARTY SERVICES

- 5.1. We may display or provide third-party content, advertisements, links, promotions, logos and other materials that are not owned or controlled by us on this Website (collectively, the “**Third Party Content**”) as a service to those interested in this information.
- 5.2. The inclusion of the Third party Content does not imply that we are affiliated with the owners or sponsors of the Third Party Content, or that we have reviewed or approved of the Third Party Content.
- 5.3. We do not approve of, monitor, control, endorse or adopt any Third Party Content and make no guarantee, representation or warranty of any kind regarding the Third Party Content, including without limitation regarding its accuracy, completeness, validity, legality, copyright compliance, or decency of such content.
- 5.4. To the maximum extent permitted by law, we are not responsible or liable in any manner for your use of or interactions with any Third Party Content including any loss or damage incurred due to any act or omission of these third parties. You use such Third Party Content contained therein solely at your own risk. You and these third parties shall be responsible for any dealing or correspondence between you and these third parties.



## 6. PROPRIETARY RIGHTS

- 6.1. We retain sole and exclusive ownership of all rights, title and interests in this Website, the content, materials and all intellectual property rights relating thereto, including, without limitation, our logos, trade names, slogans, designs, text, graphics, pictures, information, scripts, data, software, sound files, video files, issued patents, pending patent applications with respect to this Website and the technology related thereto.
- 6.2. Any use of this Website or its content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms will be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.
- 6.3. Nothing on this Website may be copied, imitated or used, in whole or in part, without our or the applicable licensor's prior written permission. We reserve all rights not expressly granted.
- 6.4. You may only access, use and print the information and material on this Website for non-commercial or personal use provided that you are authorized to access such information or material and keep intact all copyright and proprietary notices. You are responsible to obtain approval from us if you seek to reproduce or otherwise use the content on this Website.
- 6.5. This provision shall survive termination and expiration of these Terms and shall remain in full force and effect thereafter.

## 7. TRADEMARK

- 7.1. Our logos, product names, trade names, service marks and slogan contained in this Website are trademarks of MOGUGU and may not be copied, imitated or used, in whole or in part, except as expressly permitted in these Terms, on this Website or with our prior written permission.



- 7.2. All other trademarks, service marks, product names, company names and logos appeared on or mentioned on this Website are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the written permission of the applicable trademark holder.

## **8. INDEMNIFICATION**

- 8.1. To the maximum extent permitted by law, you will indemnify, defend and hold harmless us and our related corporations and affiliates including respective officers, directors, employees, shareholders, agents and representatives) from and against any and all losses, liabilities, damages, costs, claims, demands, actions, proceedings, expenses (including legal fees) which may be suffered or incurred by us or asserted against us by any person, party or entity whatsoever, in respect of any kind whatsoever arising, resulting from or in connection with your use of this Website, our products or services, breach of any provision in these Terms, any feedback you provide or your violation of these Terms.
- 8.2. We reserve the right, at your expense, to exercise exclusive and sole control over the defence, of any matter subject to indemnification by you. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and MOGU.

## **9. LIMITATION OF LIABILITY**

- 9.1. To the maximum extent permitted by law, we shall not be liable for any direct, indirect, special, punitive, incidental or consequential damage, loss or claim of any kind; including, without limitation, damages for loss of profits, goodwill, use, data or other tangible or intangible losses or any other damages based on contract, tort (including negligence), strict liability or otherwise, even if we have been advised of the possibility of such damages; arising out of (a) your access to and use of this Website; (b) unauthorized access to or alteration of your transmissions or data; (c) any delay or failure of the performance of this Website; or (d) any statement or conduct of any person of this Website.





- 9.2. You acknowledge and agree that we may change this Website in whole or in part in its sole discretion without notice to you and without any liability to you whatsoever in relation therewith.
- 9.3. Our cumulative aggregate liability to you in connection with these terms and the provision of this Website shall not for any reason, exceed S\$100. This limitation applies to all causes of action in the aggregate including, without limitation, breach of contract, breach of warranty, negligence, misrepresentations, strict liability, and other torts.
- 9.4. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. In such jurisdiction, our liability is limited to the greatest extent permitted by law.

## 10. JURISDICTIONAL ISSUES

- 10.1. This Website is controlled and operated by us in Singapore, and is not intended to subject us to the laws or jurisdiction of any state, country or territory other than that of Singapore.
- 10.2. These Terms will be governed by and construed and enforced in accordance with the laws in Singapore, without regard to conflict of law rules that would cause the application of the laws of any other jurisdiction.
- 10.3. Any dispute between the parties arising out of or in relation with these Terms or its subject matter or formation, including non-contractual Disputes or claims, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

## 11. TERMINATION AND SUSPENSION

- 11.1. We may suspend or terminate all or part of your access to or use of this Website at anytime, without prior notice or liability, if you fail to comply with these Terms. Upon suspension or termination of your access to or use of the Website, your right to the service of the Website will immediately cease.



- 11.2. The following provisions of these Terms survive any termination of these Terms: Indemnification; Disclaimer of Warranties; Limitation of Liability; Third Party Services and Content and Termination and Suspension.

## 12. FEEDBACK

- 12.1. You acknowledge and agree that any material, without limitation, including questions, comments, suggestions, ideas, original or creative materials or other information (collectively, “Feedback”) you submit to us, whether through this Website or otherwise, are non-confidential and will become our sole property.
- 12.2. We will own exclusive rights to use Feedback for any purpose, including commercial usage, at no charge and without acknowledgement or compensation to you. Do not send us Feedback if you expect to be paid or want to continue to own or claim rights to your Feedback.

## 13. MISCELLANEOUS

- 13.1. These Terms constitute the entire agreement between us and you with respect to the use and service of the Website relating to the subject matter herein.
- 13.2. These terms supersedes any prior oral or written agreements and representations between us and you. They do not create any third-party beneficiary rights.
- 13.3. Our failure to exercise, insist upon or enforce strict performance of any right or provision of these Terms shall not be construed as a waiver of any right or provision.
- 13.4. If any provision of these Terms is found to be unlawful, void or unenforceable, it will not affect the validity of the remaining Terms, which shall remain valid, enforceable and in full force and effect according to its terms.
- 13.5. We may assign our rights and duties hereunder to any third party at any time without consent from or notice to you. You shall not assign these Terms or any rights or obligations herein without our prior written consent.
- 13.6. You agree that regardless of any statute or law to the contrary, any claim or dispute arising in relation to your use of this Website shall be brought and filed exclusively in



by arbitration administered by the SIA in accordance with paragraph 10.3 of these Terms within one (1) year after such claim or cause of action arises.

If you have any questions regarding these terms, please contact us at [support@mogutech.io](mailto:support@mogutech.io).

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