

# Maxcom Tracker

## User Agreement

### 1.Introduction

Welcome to use the software and related services provided by **ShenZhen Anquanshouhu Tech Co., Ltd.**("Maxcom Tracker" "we" or "us") .

The software and related services (“our services”) provide to you refer to the client application which is labeled "Maxcom Tracker" by we owned legally and operated, including but not limited to the Core functions, such as location queries, video call, chat messages, remote management of equipment, personalized recommendations, posting information, interactive communication, as well as other functions, Maxcom Tracker is a tool-based application and content service platform for home users. Maxcom Tracker User Agreement ("This Agreement") is an agreement between you and us regarding your registration, login, use (collectively, "use") our services.

In order to provide you better services, please carefully read and fully understand this Agreement before using , in particular, the clauses involved of excluding or limiting liability, licensing and using information, agreeing to activate and use special single service, applicable laws and disputing resolution, etc. **Among them, you should focus while reading the clauses in bold such as excluding or limiting liability.** If you are under the age of 18, please read and fully understand this agreement with your legal guardian, and use our services before receiving verifiable consent from them.

By accessing or using our Services, you agree to be bound by these Terms. If you do not, you may not access or use our Services. **If you agree or use our services , It is deemed that you have already read and agreed to be bound by this Agreement and services Agreement and Rules of other related software, including but not limited to the Privacy Policy.**

### 2.Maxcom Tracker and related services

2.1 You can obtain our client application through pre-installation, downloading by authorized third parties, etc. when you are going to use our services. **If you did not obtain the software from the ways we mentioned, we cannot guarantee the unofficial software version can be used normally, and the loss you have suffered is irrelevant to us.**

2.2 We may develop different application versions for different terminal devices. You should obtain, download, and install the appropriate version according to the actual device status. If you no longer use our services, you can uninstall the corresponding application.

2.3 For providing a good user experience, we will update or change our services (including but not limited to software modifications, upgrades, functional enhancements, development of new services, software replacement, etc.) from time to time, You can update the corresponding version depending on your needs.

In order to ensure the security of our services and enhance user services, after the partial or full updating of our services, we will remind you in a proper way, including but not limited to system prompts, announcements, website letters, etc., and you have the right to choose whether to accept the updated version. If not, some functions of our services will be restricted or cannot be used normally.

2.4 Unless authorized in writing by us in advance, you can not make unauthorized access or use of our services in any form, including but not limited to adaptation, reproduction, dissemination, vertical search, mirroring or trading, etc.

2.5 You need to prepare your own terminal devices (such as mobile phones, tablets, etc.) for using our services. Once you open it in the terminal device, It is deemed that you used our services. To realize the full function of software, you may need to connect the terminal equipment to the network, and you shall afford the required costs (such as data charges, Internet access charges, etc.).

2.6 We grant you a personal, non-transferable, non-exclusive, non-commercial, limited license to use and access the Services solely as permitted by these Terms. We reserve all rights not expressly granted to you by these Terms. Except as permitted through the Services or as otherwise permitted by us in writing, your license does not include the right that we do not mention. At the same time, if we fail to exercise any of aforementioned rights, it does not constitute a waiver of this right.

2.7 You do not need to register when using our services, but the main functions or services will be affected. Meanwhile, hope you understand, to make you use our services better, protect your account security, and certain features and / or individual services (such as comments service) will require you to provide real identity information and register in real name in accordance with the relevant national laws and regulations before you use it.

### **3. Your Account**

3.1 Our services provide you a registration channel. You have the right to choose a legal character combination as your account and set your own password that meets security requirements. The account and password you set are the credentials for you to log in and use our services.

**3.2 You understand that the account you set up must not violate national laws and regulations and our relevant rules , and you must not conduct any actions that infringing the national interests, damaging the legal rights and interests of other citizens, and harming social morality. Make sure your username, avatar and profile and other individuals information is legal, and do not use someone's name without getting permission (including but not limited to impersonating someone else's real name, image, etc. in a manner that causes confusion) .You cannot register your account maliciously (including but not limited to frequent and bulk registration,etc.).We reserve the right to review the information you submit.**

**3.3 Only you can access your Maxcom Tracker account, It is prohibited to give, borrow, rent, transfer, sell or otherwise permit others to use the account without our prior written approval.If we find or have reasonable grounds for suspecting that you were not the initial registrant of the account, to protect the account security, we have the right to suspend or terminate providing services to the registered account, or cancel the account immediately.**

3.4 You are solely responsible for the information associated with Your Account and anything that happens related to Your Account, Including but not limited to any data modification, comment posted, payment and other actions. You must maintain the security of your Account and promptly notify us if you discover or suspect that someone has accessed your Account without your permission.

3.5 When you have forgotten your password, you can follow the prompts to retrieve your password. We just want to remind you it is preferred to use mobile number verification, which is followed by the security issue. You must keep your account and password properly,If it hacked or lost for your own reasons, We take no responsibility for that.

**3.6 When use your account, you should keep in mind the relevant information you filled in (such as account number, password, security questions, etc.) . In accordance with the relevant national laws and regulations, you may need to fill in real identity information (such as identity authentication) for using some functions of our services, and pay attention to update the relevant information in a time.If the materials you submit or the information you provide are not standardized or non-**

**compliant, we have the right to refuse providing you related functions, you may not access or use our Services.**

3.7 In addition to registering Maxcom Tracker, you are also authorized to use other software which is legal , including but not limited to us and / or our affiliate software, and third-party software user accounts registered with real names to log in and use Maxcom Tracker, except where third-party software or platforms have restrictions or prohibitions on that. When you log in with the aforementioned existing account, you shall ensure that the corresponding account has been registered in real name, and the same applies to this agreement.

3.8 Not only can you log in and use Maxcom Tracker, you can also use its account log in other software and services provided by our affiliated companies. We need to remind you when you log in and use the aforementioned services with your Maxcom Tracker account, you will be bound by the User Agreement and other agreement terms from the actual provider .

**3.9 To increase your content exposure and publish efficiency, we are authorized that automatically publishing all content created by your account or corresponding account on this software / website to other software and websites operated by us and / or our affiliates. The operations you publish, modify, and delete on this software / website will be synchronized to other software and web sites mentioned above. When you register or log in products and websites operated by us and / or our affiliated companies (if any) through a registered account or a third-party software user account, you should comply with the software and website's own "User Agreement" and other agreement terms.**

3.10 After completed registration, login, and reasonable and necessary identity verification of Maxcom Tracker, you can browse and modify the personally identifiable information submitted by you at any time. You may not be able to modify the initial registration information and other verification information provided when you registered due to security and identity considerations (such as account or password recovery services, etc.) . You can request to deleted your account, and we will assist you after completing reasonable and necessary verification of personal identity, security status, device information etc. , except as otherwise provided by laws and regulations.

**3.11 To make full use of account resources , If you fail to log in for the first time in time after registration or you have not used your account for more than six months, we will recover your account.**

#### **4. User Personal Information Protection**

We work with you to protect your personal information (that can identify a user independently or in combination with other information). For us, protecting users' personal information is one of basic principles. In order to provide you a better service and corresponding technical support, you may need to provide your personal information (including but not limited to name, phone number, location information, etc.) when you use Maxcom Tracker. We will use encryption technology, anonymization, other technical measures and security measures that are compatible with Maxcom Tracker to protect your personal information. Certain other information about yourself as set forth in the Privacy Policy.

## **5. User Code of Conduct**

### 5.1 User behavior requirements

You will be responsible for anything that happens related to Your Account when using the our services. Except as permitted through the Services or as otherwise permitted by us in writing, your license does not include the right to:

**5.1.1 Use any plug-in, system, or third-party tool that is not authorized or licensed by us to interfere with, destroy, modify, or exert some influence on the normal operation of our services.**

**5.1.2 Do anything against our services that endangering computer network security, including but not limited to:**

(1) Illegal intrusion into other people's networks, interference with other people's normal functions, stealing network data, and other acts that endanger network security;

(2) Provide programs and tools which is specially designed for network-intrusive, interfering with normal network functions and protection measures, and stealing network data, etc.

(3) You have known that others are engaged in actions that endanger network security, still provide assistance with technical support, advertising promotion, payment settlement , etc.;

(4) Use unauthorized data or access to unauthorized servers / accounts;

(5) Enter public computer networks or other people's computer systems without permission and delete, modify, and increase stored information;

(6) Without permission, attempt to detect, scan, and test the weaknesses of the "Maxcom Tracker" system or network, or other actions that undermine network security;

(7) Attempt to interfere with or disrupt the normal operation of "Maxcom Tracker" system or website, intentionally spreading malicious programs or viruses, and other actions that disrupt and interfere with normal network information services;

(8) Fake TCP / IP packet name or partial name;

(9) Reverse engineer, disassemble, compile, or otherwise attempt to find out the source code of our services;

(10) Maliciously register accounts for our services, including but not limited to frequent and bulk registration;

(11) Violate of laws and regulations, this agreement, our relevant rules, and other actions that infringe on the legal rights and interests of others.

5.1.3 If we have reason to believe that your actions violate or may violate the agreement above, we can judge and handle it independently, and have the right to terminate the service for you without prior notice and pursue related legal responsibilities.

## 5.2 Content Specification

5.2.1 When you complete the registration in accordance with the regulations , you can log in Maxcom Tracker with your registered account or our partner platform account to publish content, follow comments, etc.

5.2.2 We are committed to making the release of information and follow-up comments a civilized, rational, friendly and high-quality. While promoting the development of information release, interactive communication, and post comment business, we will continue to strengthen the corresponding information security management capabilities, improve the self-discipline of information release, post comments, and effectively fulfill social responsibilities, comply with national laws and regulations, respect the legitimate rights and interests of citizens, and social order.

**5.2.3 The content that you comment, release and post should obey these requirements consciously, such as laws, regulations, social order, social morality, socialist system, national interests, legitimate rights and interests of citizens, moral customs and authenticity of information, etc. And you agree and promise that you will not produce, copy, publish, or disseminate the following information which is prohibited by laws and regulations:**

(1) Those Fighting against the basic principles established by the Constitution;

- (2) Those Endangering national security and leaking state secrets;
- (3) Those Subverting state power, overthrow the socialist system, incite secession, and undermine national unity;
- (4) Those Damaging national honor and interests;
- (5) Those supporting terrorism and extremism;
- (6) Those supporting national hatred, national discrimination, and destruction of national unity;
- (7) Those Inciting regional discrimination, regional hatred;
- (8) Those Destroying national religious policies and promoting cults and superstitions;
- (9) Those Fabricating and spreading rumors and false information, disrupting economic and social order, and social stability;
- (10) Those Spreading violence, obscenity, pornography, gambling, homicide, terror or instigating crime;
- (11) Those Violating the legal rights and interests of minors or damaging the physical and mental health of minors;
- (12) Those Unauthorized photographing or recording others without permission, infringing on the legal rights of others;
- (13) Those Containing horror, violence, high risk, endangering one's own or others' physical and mental health;
- (14) Those Endangering network security, using the network to endanger national security, honor and interests;
- (15) Those Insulting or slandering others, infringing on their legal rights;
- (16) Those Violent intimidation, threats, and human flesh searches against others;
- (17) Those Involving personal privacy, information or data;
- (18) Those Spreading dirty words, damaging social order;

(19) Those Infringing on the privacy, reputation, portrait rights, intellectual property rights , etc.;

(20) Those Disseminating commercial advertisements or similar commercial solicitations, over-marketing messages and spam;

(21) Those Commenting in a language other than commonly used on this site;

(22) Those Having nothing to do with the information being commented on;

(23) Those publishing meaningless information or Using character combinations to escape technical audits deliberately;

(24) Those Violating laws, regulations, policies, social order , interfering with our normal operation or violating the legitimate rights and interests of others or third parties.

**5.3 We have established a public complaint and reporting platform. You can make a complaint to us according to our public complaint reporting system, such as all kinds of illegal actions, illegal communication actions, illegal and harmful information, etc.. We will promptly accept and handle your feedback to jointly create a clean network environment.**

## **6.Information Content Specification**

6.1 Without our written approval, you can not authorize, permit, or assist any third party to do in any of the following actions on the information content in our services of this agreement :

(1) Copy, fetch, and use the information content from Maxcom Tracker for commercial purposes, including but not limited to publicity, increased reading, and page views;

(2) Edit, organize, typeset the information content from Maxcom Tracker without permission, and display it on channels other than the source page of our services;

(3) Adopt identification methods, Including but not limited to any form of special identification, code, etc. for assisting third parties or doing it on your own to affect the information content of our services, such as guiding readings, transferring and hijacking our traffic;

(4) Other illegally actions of obtaining or using the information content from Maxcom Tracker.



6.2 With our written approval, Your actions that shares and forwards the information content from Maxcom Tracker should meet the following specifications:

(1) Relevant data obtained through crawling and statistics, such as hot words, hit rates, categories, searches, hits, readings, etc., without our prior written approval, you cannot publicize, provide, or disclose them to any third party in any way.

(2) You can not make any changes to the source pages of our services, including but not limited to the link to homepage (profile page), and advertising system. It is also not allowed to obstruct, insert, pop up, etc. in any form for the display the source pages of our services;

(3) Safe, effective and strict measures should be taken to prevent the information content from our services being illegally obtained by third parties through any form, including but not limited to "spider" programs;

(4) Do not use relevant data content for purposes beyond the scope of our written permission, such as sales and commercial use, or disclosing, providing or allowing third parties to use in any way;

(5) The action of sharing, forwarding, and copying our service information content to any third party should comply with other codes and standards established by us.

## **7. Default Handling**

**7.1 For your breach of this agreement or other terms of service, we have the right to judge independently and take measures like advance warnings, refusing to publish, stop transmitting information immediately, deleting follow-ups, forbidding short-term speaking, and restricting some or all functions of the account until it is permanently closed. We have the right to announce the results of processing, and decide whether to resume the relevant account of users according to the actual situation. We will report the records that suspected violations of laws and regulations and suspected crimes to the relevant competent authorities according to law and cooperate with relevant competent authorities for investigation.**

**7.2 If you violate the provisions of this agreement or other terms of service and cause a third party complaint or litigation claim, you are solely responsible for that. If we and our affiliates compensate any third party or are punished by a state authority because of your illegal, infringing or breaching contract, you should fully compensate us and the affiliates for any losses we suffered.**

**7.3 Maxcom Tracker respects and protects the users rights to Intellectual property, reputation, name, privacy and other legal rights. You must guarantee that the texts, pictures, videos, audios, links, etc. uploaded while using our services do not infringe any third party's rights to Intellectual property, reputation, name, privacy, other legitimate rights and interests. Otherwise, We have the right to remove the allegedly infringing content upon receiving notification from the rights or related parties. For all claims made by third parties, you are solely responsible for that; if we and our affiliates suffer any losses (including economic, business reputation, etc.) due to your tort, you should fully compensate us and the affiliates for any losses we suffered.**

## **8.Services Changes, Interruptions and Termination**

8.1 Hope you understand, our services are provided in accordance with existing technologies and conditions. We will do our best to provide you continuity and security of services. But we cannot foresee and prevent other risks that may cause service interruptions, failure to use our services, and other losses and risks at any time, including but not limited to force majeure, network, third-party service defects, third-party websites and others.

8.2 To meet the needs of platform operation security, according to specific conditions, we have the right to determine the service / function settings and scope, modify, interrupt, suspend or terminate our services.

## **9.Advertisements**

9.1 During using our services, we may push you relevant information, advertisements or branding services, and will display the commercial and promotional or information (including commercial or non-commercial information) from our software and related to and / or third-party vendors, partners on Maxcom Tracker .

**9.2 When using Maxcom Tracker, we will push you programmatic ads based on preferences, interests, etc. You can turn off programmatic advertising in Maxcom Tracker settings. If you do, the ads you see would remain the same, but the relevant ads will decrease, Read more in the Privacy Policy.**

9.3 We will advertise and promote related obligations in accordance with the law, and you should judge the authenticity and reliability of the advertisement or promotion information and be responsible for that. Except as expressly provided by laws and regulations, you are solely responsible for any purchases, transactions or damages or losses suffered due to the advertising or promotional information , and we are not responsible for that.

## **10. Intellectual Property**

10.1 The Intellectual property rights of the content provided on our services (including but not limited to software, technology, programs, web pages, text, pictures, images, audio, video, graphics, layout, electronic documents, etc.) belongs to us. The copyright, patent rights and other intellectual property rights of the software which we provides services also belong to us. Without our permission, no one can use the contents of our services (including but not limited to monitoring, re-production, disseminating, displaying, mirroring, uploading, downloading through any robot or spider program or device).

**10.2 The uploaded texts, pictures, videos, audios, etc. released when using our services are originally created by you or legally authorized. The intellectual property rights in any content you upload or post through Maxcom Tracker belong to you or the original copyright owner.**

**10.3 In order to continuously improve and provide you better services, you agree that the content you upload, publish, transmit or disseminate (including but not limited to texts, pictures, images, audios or music, sound, dialogue in videos and / or audios) on our services authorized to us and our affiliates, controlled companies, successor company, and we have the rights which is world wide, free, non-exclusive, sublicensable (through multiple levels) ,Including but not limited to, the rights of reproduction, information network transmission, adaptation, compilation, modification, translation, derivative works, performances, and display). Use range includes, but is not limited to, current or other websites, applications, products or terminal devices, etc. You hereby confirm and agree that the granting of the above rights includes the following rights and licenses:the content,any promotion, advertising and / or related marketing related to Maxcom Tracker and / or company brand and developed content in other ways (in whole or in part). To make you clear, you agree that the authorization of the above rights includes the permitted use, reproduction, display, transmission of personal image, portrait, name, trademark, service mark, brand, name, logo, Company logo and other materials, etc.**

**10.4 You agree to authorize us to act on in our own name or entrust a professional third party to infringe on the intellectual property rights that you upload and publish, including but not limited to: monitoring infringements, sending protection letters, filing lawsuits or For arbitration, mediation, reconciliation, etc., we have the right to make decisions on rights protection matters and implement them independently**

10.5 We provide technical support for the development and operation of Maxcom Tracker, and have all rights within the scope permitted by laws and regulations on all data and information generated during the development and operation of our services..

## 11. Disclaimers

**11.1 Our services may be affected or interfered by various factors, and we cannot guarantee (including but not limited to):**

**11.1.1 Our services are fully adapted to all user requirements;**

**11.1.2 Our services are uninterrupted, timely, secure, reliable or free from errors; any software, services or other materials you obtain from us meet your expectations;**

**11.1.3 Any errors in our services will be corrected.**

**11.2 If there are suspected loans or other property-related network information, account passwords, advertisements or promotions, please consider seriously and make a judgment, we take no responsibility for the profits, business reputation, data loss or other tangible or intangible losses your suffered .**

**11.3 During using our services, you may encounter factors such as force majeure (it means objective events that cannot be foreseen, overcome and avoided), including but not limited to natural disasters (such as floods, earthquakes, typhoons, etc.), government actions, wars, strikes, riots, etc. If happens, we will try to repair it in time as soon as possible, while the losses due to force majeure, we will be exempted from liability within the scope of laws and regulations.**

**11.4 We obtain the right to deal with illegal content according to the agreement. This right does not constitute our obligation or commitment. We cannot guarantee we will find illegal actions in time or deal with them accordingly.**

**11.5 About our services, we do not provide any kind of express or implied warranties or conditions, including but not limited to commercial availability, suitability for specific uses, etc. You alone are responsible for the corresponding risk when using Maxcom Tracker.**

**11.6 This agreement is to ensure compliance with national laws and regulations, maintain social order, and protect the legitimate rights and interests of others, we will do our best efforts to make judgments in accordance with relevant laws and regulations within its capacity. However, it does not guarantee that our judgments are completely consistent with those of the judicial and administrative organs. if so, you alone must bear the consequences.**

**11.7 In any case, we assume no responsibility for any damage indirect, consequential, punitive, incidental, special, including the loss you suffered when using our services. No matter what the reason, the full responsibility we take will never exceed the cost (if any) you paid to us for using our services during the membership period.**

## **12.Special Agreements On Single And Third-Party Services**

12.1 Our services contain information or links to information content obtained by Maxcom Tracker in various legal ways, as well as other single services legally operated by us and / or our affiliates. **You can enable and use the individual services described above in Maxcom Tracker. Some individual services may require you to accept agreements specially formulated for this purpose or other rules that bind you and the individual service provider, if necessary, these agreements and rules are provided to you in a prominent way when you plan to use the service mentioned above for your review and consent. Once you start using the services above, it is deemed that you accept the constraints of the relevant agreements and rules regarding the individual services. If terms of use is not indicated, or "permanent", "infinite" or "unlimited", then terms of use of these products or services is from the date when user starts using the product or service to the date when the product or service is offline in Maxcom Tracker.**

**12.2 When you use our services provided by a third party on Maxcom Tracker, in addition to complying with this agreement and the relevant rules from us, you may also need to agree and comply with the third party's agreement, privacy policy, and relevant rules. If the dispute, loss or damage caused by the third-party software and related services is resolved by you and the third party, we are not responsible for you and third-party.**

## **13. Terms Of Use For Minors**

**13.1 If you are a minor under the age of 18, you should read this agreement carefully with the guardian's supervision, guidance, and receive verifiable consent from your parent or legal guardian before using our services.**

**13.2 We attach importance to the protection of personal information under the age of 18, minors should strengthen their awareness of personal protection and treat them seriously when filling in personal information, and use our services when instructed by their guardians.**

**13.3 Minors understand that if you violate laws and regulations or the content of this agreement, you and your guardian would bear the all legal liabilities that may arise.**

#### **13.4 Special tips for minor users:**

**13.4.1 Teenagers use our services that would be supervised by their guardians, and they should learn to use the Internet within a reasonable range, avoid indulging in virtual internet, and have good habits when surfing the web.**

#### **13.4.2 Minors must obey the National Youth Convention on the Network Civilization:**

**(1) Be good at learning online and not browse bad information;**

**(2) Communicate honestly and not insulting others;**

**(3) Enhance self-protection awareness and do not date online friends casually;**

**(4) Maintain network security without disrupting network order;**

**(5) Keep physical and mental health without indulging in virtual internet.**

**13.5 To protect the privacy rights of minors better, we must remind you to be careful about posting content that contains minor material. Once released, it is deemed that you agree our services display minor information, portraits, sounds, etc. And also allow us to use and process the minor-related content according to this agreement.**

#### **14.Other**

**14.1 The agreement that is established , become effective, carried out, and disputed resolution shall be governed by the laws of China. If any provision of this agreement is invalid or unenforceable due to conflicts with the laws of China, these terms will be re-analyzed as close as possible to the original provisions of this agreement, and the other provisions of this agreement remain in full force and effect.**

**14.2 This agreement was signed in Baoan District, Shenzhen, China. If you have any disputes with us due to this agreement, both sides should try to resolve them with friendly negotiation; if fails, you will agree that the relevant disputes shall be submitted to the people's court in the place where this agreement is signed to litigate.**

**14.3 To provide you better services, our services will be updated and changed from time to time due to national laws and regulations and policy adjustments, we will modify this agreement as appropriate, and these amendments form are the part of this Agreement. If it has been updated, we will issue an updated version of Maxcom Tracker and notify you the updated content before the updated terms take effect , then you**

**can know the latest version of this agreement in time. You can also check the latest version”Terms of agreement”on the software settings page. If you continue to use our services, you agree to accept the contents of this revised agreement.**

**If you have any objections to the revised terms of the agreement, please immediately stop logging in or use our services. If you continue to log in or use it, it is deemed that you have acknowledged and accepted the revised terms of the agreement.**

14.4 The headings in this agreement are only for convenience and reading and do not affect the meaning or interpretation of any provisions in this agreement.

14.5 We both are independent subject and in no event do this Agreement constitute any form of express or implied warranty or condition of our representation or interest in the user, nor do the parties constitute an agent, partnership, joint venture or employment relationship.