**Terms of Service**

***Last Modified: [\*] [April] 2022***

**Important:  Before you use AppWheel (as defined below), please carefully read and make sure you understand the provisions of this AppWheel Service Agreement (this “Agreement”), especially those Sections that are underlined and in bold, which might exclude or limit our liabilities or highlight your obligations. APPWHEEL IS NOT AVAILABLE TO PERSONS UNDER THE AGE OF 13, or in certain jurisdictions, under 16 (the “Minors”) and we do not knowingly collect information from Minors. If you are between 13 (or 16 in certain jurisdictions) and 18, you must have permission from your legal guardian before you are permitted to use AppWheel. If you have any questions about this Agreement, or you are unwilling to accept this Agreement in whole or in part, please cease using AppWheel immediately. By using AppWheel, you are entering into this binding Agreement with us. If you have any questions regarding AppWheel or wish to provide feedback (including, but not limited to, suggestions and complaints) to us, you can contact us via email at *business@appwheel.com (please quote “AppWheel” in your email title).***

1. **Scope of this Agreement.**

This Agreement is made between you and Pixocial Technology (Singapore) Pte. Ltd. and its affiliates who assist us with respect to the provision of the services (collectively, “**we**”, “**us**” or “**our**”) for your use of AppWheel. This Agreement incorporates the Privacy Policy and the Data Processing Addendum. **We may update this Agreement from time to time at our sole and absolute discretion, including, without limitation, making any updates to satisfy business, legal or policy requirements. If you are unwilling to accept all or part of the provisions of any future updated version of this Agreement, you must not use or must immediately cease your use of AppWheel. Because AppWheel is evolving over time, we may change or discontinue all or any part of AppWheel at any time and without notice, at our sole and absolute discretion. If you continue to use AppWheel after we have posted updated version of this Agreement, you are agreeing to be bound by the updated version of this Agreement.**

You represent that you are authorized to act on behalf of the owner of the account you are registering or using (such owner, “**Customer**”) and to bind them to this Agreement.

“**AppWheel**” refers to the online, web-based applications and programming interfaces under appwheel.com and the AppWheel mobile application developed, operated and managed by us, and other services provided by us as part of AppWheel. “**AppWheel Services**” refer to the services provided by us to the Customer pursuant to this Agreement.

1. **Protection of User Information and Personal Information.**

It is a fundamental principle of us to protect your user information and personal information. You agree that we will collect, use, store, manage and protect your user information and personal information in accordance with the provisions of this Agreement (including the Privacy Policy). **If you are unwilling to accept or have any question related to the Privacy Policy in whole or in part, please do not use or cease using AppWheel immediately and you may contact us via the contact details as first written above.**

1. **Subscriptions.**

We are entitled to charge fees for certain contents or features of our services on a subscription basis (the “**Subscription Services**”). Subscription period will depend on the type of subscription that you choose when you sign up for the service (the “**Subscription Period**”).

**By purchasing and/or using our Subscription Services, you confirm that you have read and agreed to be bound by this Agreement. We may from time to time at our sole and absolute discretion update this Agreement without providing any notice to you. If you are unwilling to accept this Agreement (including all or part of the provisions of any future updated version of this Agreement), you must immediately cease your use of the Subscription Services.**

We may change or discontinue all or any part of the Subscription Services, at any time and without notice, at our sole and absolute discretion, including, without limitation, making adjustments/improvements to our Subscription Services based on our product planning and the country or area you are in.

Cancellation. You can cancel your subscription at any time either through your online account management page or by contacting our customer support team and you will continue to have access to the Subscription Services through the end of the Subscription Period. To the extent permitted by the applicable laws, payments are non-refundable and we do not provide refunds or credits for any partial Subscription Periods or unused AppWheel Services. If you cancel your subscription, your access to the Subscription Services will automatically be terminated at the end of the Subscription Period.

Auto-renewal of Subscription Services. By signing up for our Subscription Services, you (i) authorize us to charge your billing account provided to us (the “**Billing Account**”) for the renewal term, and (ii) agree that your subscription will be automatically renewed at the end of each paid Subscription Period, unless you cancel it before the end of such period. The auto-renewal may be turned off through your online account management page or by contacting our customer support team following the first payment of the subscription fees.

Fee Changes. We, in our sole discretion and at any time, may modify the subscription fees for the Subscription Services. Any subscription fee change will become effective at the end of the then-current Subscription Period. We will provide you with reasonable prior notice of any change in subscription fees for example by way of sending a notice to your User Account (as defined below) or to one of your communication channels provided by you to us or a general announcement notice on AppWheel. Your continued use of the Subscription Services after the subscription fee change comes into effect constitutes your agreement to pay the modified subscription fee amount.

1. **User Account.**

If you wish to use the AppWheel Services, you must register and create an account (the “**User Account**”). You are solely responsible in all respect for any use of (including any unauthorized use) of your login credentials and activities that occurs through your User Account. To maintain control over the User Account and to prevent anyone from accessing the User Account, you should maintain control over AppWheel ready devices that are used to access the service and not reveal the User Account and the associated password to anyone. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your User Account. You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your User Account. We can terminate your User Account or place your User Account on hold in order to protect you, us and our partners from identity theft or other fraudulent activity.

1. **Your Use of AppWheel.**

You shall be fully responsible for your use of AppWheel. Your use of AppWheel is subject to all applicable laws and regulations and you are not allowed to use AppWheel to upload any User Content (as defined below) that:

1. is illegal under or otherwise violates any applicable laws or contains any indecent or inappropriate content;
2. violates the rights of any party (including without limitation rights of privacy and publicity);
3. infringes any copyright, patent, trademark, trade secret, or other proprietary rights of any party;
4. introduces viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
5. you do not have a right to transmit under the law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); or
6. in our sole judgment, which may expose us or the users of AppWheel to any harm or liability of any type.

**Although we are not obligated to monitor access to or use of AppWheel or to review or edit any User Content, we have the right to do so for the purpose of operating AppWheel, to ensure compliance with this Agreement and to comply with applicable laws or other legal and regulatory requirements. We reserve the right, but are not obligated, to remove or disable access to any User Content, at any time and without notice, including, but not limited to, if we, at our sole and absolute discretion, consider any User Content to be objectionable or in violation of this Agreement. We have the right to investigate violations of this Agreement or conducts that affect the operation of AppWheel.**

**If you violate this Agreement, you agree that we may, at our sole and absolute discretion or as required by applicable laws, rules, regulations and policies, and without notice to you, take any action deemed appropriate by us, including, without limitation: (i) removing any offending Content; (ii) suspending or terminating your access to and use of AppWheel; or (iii) ceasing to provide you with any services related to AppWheel.**

Definitions. For purposes of this Agreement, “**Content**” means information, materials or content or works of authorship of any kind that are uploaded, generated, provided or otherwise made available by you through AppWheel ; (ii) “**Our Content**” means any Content that is, either directly or indirectly, posted, generated or otherwise made available to users of AppWheel (including you) through AppWheel by us; and (iii) “**User Content**” means any Content uploaded or provided by users of AppWheel and to be made available through AppWheel, but excluding any of Our Content (or derivatives thereof).

1. **Content Ownership and License.**

Content Ownership. We do not claim any ownership rights in any User Content and nothing in this Agreement will be deemed to restrict any rights that you may have to use and exploit your User Content. Subject to the foregoing, we and our licensors exclusively own all right, title and interest in and to Our Content and all associated intellectual property rights. You acknowledge that AppWheel and Our Content are protected by copyright, trademark, and other laws of the Hong Kong Special Administrative Region of the People’s Republic of China, Singapore, the United States and other foreign countries/regions. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying AppWheel or Our Content. For greater certainty, if you incorporate any of Our Content into your User Content (for example, images, designs or filters that we provide that you add to User Content you create or share), we will retain all rights, title and ownership to Our Content and any derivatives thereof.

Rights in your User Content. By making any User Content available through AppWheel, **you hereby grant to us a non-exclusive, irrevocable, perpetual, transferable, worldwide, royalty-free license, with the right to sublicense, to: (i) use, copy, modify, adapt, communicate, make available, distribute, publicly display, publicly perform and do all other acts comprised in any intellectual property rights in or to your User Content in connection with operating AppWheel and providing services to you and to other users of AppWheel, in any form, format, media or media channels now known or later developed or discovered; and (ii) optimize and promote AppWheel. In the event that such User Content contains the personal information, likeness and voice (or other biographical information) of third parties, you represent and warrant that you have obtained the appropriate consents and/or licenses for your use of such information and that we and our sub-licensees are allowed to use them to the extent indicated in this Agreement.**

Your Responsibility for your User Content. You are solely responsible for all your User Content. You represent and warrant that you own all your User Content or you have all rights that are necessary to grant us the license rights in your User Content under this Agreement. You also represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through AppWheel, nor any use of your User Content by us on or through AppWheel will infringe, misappropriate or violate any third party’s intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable laws, rules or regulations.

Removal of User Content. You can delete your User Content at any time by specifically deleting it. However, in certain instances, some of your User Content may not be completely removed, and copies of your User Content may continue to exist on AppWheel or outside of AppWheel. In addition, User Content you delete may persist for a limited period of time in backup copies. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content on your device. Further, where your User Content is publicly available (such as those you shared to any other third-party platforms), you acknowledge that we cannot control whether people will copy or reproduce such User Content and how they are going to use such copies of such User Content, and we have no responsibility in this regard. You agree that you will not have any claims against us arising from or relating to third parties using image, design, video and other materials that derive from or are based on your User Content in any form, including, in particular, publishing on the Internet. Although we have no obligation to screen, edit or monitor User Content, we shall also have the right to delete or remove any User Content in our sole and absolute discretion and without notice to you.

Rights in User Content Granted by us. Subject to your compliance with this Agreement, and subject to the license terms in Section 3 of this Agreement with respect to Subscription Services, we grant to you a limited, non-exclusive, non-transferable license, with no right to sublicense, to, during the term of this Agreement, access and view the User Content (excluding your User Content) solely in connection with your permitted use of AppWheel in accordance with this Agreement.

Except as expressly permitted in this Agreement, you may not: (i) copy, modify or create derivative works based on AppWheel; (ii) distribute, transfer, sublicense, lease, lend or rent AppWheel to any third party; (iii) reverse engineer, decompile or disassemble AppWheel; or (iv) make the functionality of AppWheel available to multiple users through any means. We reserve all rights in and to AppWheel not expressly granted to you under this Agreement.

1. **Advertising.**

We may include advertisements in connection with providing AppWheel Services to you, which you acknowledge that it supports the provision of the services by us and hence is reasonable and legitimate. You agree to receive advertisements made available to you by us or third-party partners while you are using AppWheel. Subject to our compliance with any applicable laws related to the provision of advertisements, **we do not select, review or screen advertisements and are not a supplier of any of these products or services. We make no representations or warranties as to the goods or services of any advertisers, whether express or implied all of which are hereby disclaimed. You should carry out your own enquiries as to any product or service advertised via AppWheel to ascertain its quality, suitability, availability or other characteristics and verify any claims or descriptions relating thereto. Unless otherwise stipulated by applicable law, we are not liable for any of your losses or damages arising from or in connection with the transactions performed by you based on such advertisements or the content provided by the advertisers.**

1. **Feedback**

We welcome feedback, comments and suggestions for improvements to AppWheel (the “**Feedback**”). You can submit the Feedback by emailing us at *business@appwheel.com**(please quote “AppWheel” in your email title)*. You grant to us a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license, with the right to sublicense, under any and all intellectual property rights that you own or control, to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

1. **Indemnity**

If anyone brings a claim against us, our affiliates or service providers, and/or each of our or their respective officers, directors, agents, joint ventures, employees or representatives, arising from or in connection with your acts or omissions relating to use of AppWheel or the provision of User Content, including, without limitation, actual or alleged violation of any laws, rules, regulations or other legal rights, or any breach of any term in this Agreement, you will indemnify and hold us and each of the parties identified above harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.

1. **Disclaimer**

You agree to use AppWheel at your own risk. AppWheel is provided on an “as is” and “as available” basis without any representation or warranty, whether express, implied or statutory, all of which are hereby disclaimed to the maximum extent permitted under applicable law. Without limiting the generality of the foregoing, we specifically disclaim any warranties relating to title, merchantability, fitness for a particular purpose and non-infringement. We do not make any representations or warranties that access to any part or feature of AppWheel, or any of the materials contained therein, will be continuous, uninterrupted, timely, error-free, or secure. Operation of AppWheel may be interfered with by numerous factors outside of our control. We make no representation or warranties as to the quality, suitability, usefulness, accuracy, or completeness of AppWheel or any materials contained therein.

1. **Limitation of Liability**

To the maximum extent permitted under applicable law, we will not be liable to you for any loss of profits, loss of anticipated savings, loss of opportunity, loss of reputation or any consequential, special, indirect, or incidental damages arising out of or in connection with this Agreement and/or your use of AppWheel, even if we have been advised of the possibility of such damages except in the cases where our intentional act or gross negligence causes loss or damage to you. If to any extent our liability is not or cannot be excluded, the aggregate liability of us, our affiliates, and service providers, or any of our or their respective officers, directors, agents, joint venturers, employees or representatives, to you or any third parties in any circumstance is limited to the lessor of: (i) the actual fees paid to us by you in the preceding three (3) months; and (ii) US$100 dollars. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In such cases, our liability will be limited to the fullest extent permitted.

1. **Not Responsible for Third Parties**

**We are not responsible for the actions, content, information, or data of third parties, and you release us, our directors, officers, employees, and agents and our affiliates and service providers, or any of their respective officers, directors, agents, joint venturers, employees or representatives, from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties**. AppWheel may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such websites. **You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources.**

1. **Force Majeure and Other Grounds for Exemption**

Your use of AppWheel may be affected by force majeure circumstances or other factors, including, but not limited to, the following: political or social circumstances, natural disasters, economic crisis, computer virus or hacker attacks, server or system instability, your location, technical limitations, network quality, and failures of communication lines or computers or other matters beyond our control (hereinafter collectively referred to as “**Force Majeure Events**”). **In the event of the occurrence of any Force Majeure Events, for the duration of such Force Majeure Events, we shall have no liability to perform any of our obligations affected thereby, which obligations shall be suspended, and we shall not have any liability for losses you may sustain that are attributable to any Force Majeure Events to the maximum extent permissible by applicable law.**

1. **Modification, Suspension and Termination of AppWheel.**

Except as otherwise stipulated in this Agreement, we shall have the right to modify, suspend, or terminate the operation of AppWheel and/or your access to AppWheel at any time, in our sole and absolute discretion and without any notice. **We shall assume no responsibility for any such modification, suspension or termination. It is your responsibility to appropriately update, backup and transfer the data generated and arising in connection with your use of AppWheel.** You will not receive any refunds if your access to the service is suspended or terminated due to your breach of this Agreement. Upon any such cancellation, suspension or termination, the following Sections of this Agreement will survive: Sections 3 to 16.

1. **Notification of Infringement.**

We have the right to investigate notices of copyright, trademark and other intellectual property infringement (“**Infringement**”) in respect of the Content and other material of AppWheel (“**Infringing Material**”) and take appropriate action. If you believe that your work has been used or copied in a way that constitutes Infringement and such Infringement is occurring on the website of AppWheel, please notify us in writing immediately in the form and containing the information prescribed by applicable law (“**Infringement Notice**”). All Infringement Notices shall be sent to us addressed as follows:

*Unit 8106B, Level 81, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong.*

Where we remove any Infringing Material in response to your Infringement Notice, you agree not to exercise and you hereby waive, any right of action against us under applicable law which you may have in respect of any Infringing Material appearing on the website prior to such removal by us. You acknowledge and agree that we have no control and cannot undertake responsibility or liability in respect of Infringing Material appearing on linked sites or other third-party sites.

1. **Governing Law and Dispute Resolution.**

This Agreement is established, entered into force, and shall be enforced and interpreted under the laws of Singapore, without regard to its conflict of law provisions. Any disputes arising hereunder shall also be resolved in accordance with the laws of this jurisdiction. **You agree to submit any dispute between you and us to the exclusive jurisdiction of Singapore.** Our failure to enforce any right or provision of this Agreement will not be considered a waiver of those rights. If any provision of this Agreement is held to be invalid or unenforceable for whatever reason, the remaining provisions shall remain in full force and effect and bind upon you and us.

1. **Inherent Risks.**

Inherent Risks. You accept and acknowledge that there are inherent risks associated with utilizing an Internet-based service including, but not limited to, the risk of failure of hardware, software and Internet connections, the risk of malicious software introduction, data loss, and the risk that third parties may obtain unauthorized access to your User Content.

Acceptance of Risks. You understand and agree that you have fully considered the risk of data provided and transmitted through the Internet to AppWheel servers and are willing to take the risk. You hereby confirm that you will undertake and accept the consequences of any data loss. We will assume no responsibility for any data loss that is not solely caused by us.

1. **Specific Terms for Users in the European Union and the United Kingdom.**

The following specific provisions apply to users in the European Union and the United Kingdom:

1. In addition to the choice of law made in Section 16 of this Agreement, the following shall apply: The statutory provisions limiting the choice of law remain unaffected. In particular, within the territorial scope of Article 6(2) of European Union Regulation (EC) No. 593/2008 (so-called “Rome I Regulation”), the following applies: If the law of the country where you, as a consumer, at the time of conclusion of the contract have your habitual residence (hereinafter “right of residence”) contains provisions for your protection which may not be deviated from by agreement under the right of residence, the (more favorable) provisions of the right of residence apply to you. Therefore, you enjoy the protection of the mandatory provisions of the right of residence despite the choice of law pursuant to Section 16 of this Agreement.
2. With regard to the Subscription Services, the following shall apply in addition: In accordance with the EU Directive 2011/83/EU and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, consumers, within the territorial scope of the said Directive and Regulations (as applicable), generally have a statutory right of withdrawal/ cancel when concluding a distance selling contract, about which we will inform you below in accordance with the statutory model instructions on withdrawal.

**Model instructions on withdrawal**

**Right of withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us of your decision to cancel this contract by a clear statement by email to *business@appwheel.com**(please quote “AppWheel” in your email title)* or by mail to *Unit 8106B, Level 81, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong (Attention:* *Legal Department, Meitu)* of your decision to withdraw from this contract by an unequivocal statement. You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

**Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

**Model withdrawal form**

(Complete and return this form only if you wish to withdraw from the contract)

— To Pixocial Technology (Singapore) Pte. Ltd., Unit 8106B, Level 81, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong, e-mail: *business@appwheel.com*:

— I/We [(\*1)](https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:02011L0083-20180701&qid=1535112463123&from=DE#E0005) hereby give notice that I/We [(\*1)](https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:02011L0083-20180701&qid=1535112463123&from=DE#E0005) withdraw from my/our [(\*1)](https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:02011L0083-20180701&qid=1535112463123&from=DE#E0005) contract of sale of the following goods [(\*1)](https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:02011L0083-20180701&qid=1535112463123&from=DE#E0005) / for the provision of the following service [(\*1)](https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:02011L0083-20180701&qid=1535112463123&from=DE#E0005) ,

— Ordered on [(\*1)](https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:02011L0083-20180701&qid=1535112463123&from=DE#E0005) / received on [(\*1)](https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:02011L0083-20180701&qid=1535112463123&from=DE#E0005) ,

— Name of consumer(s),

— Address of consumer(s),

— Signature of consumer(s) (only if this form is notified on paper),

— Date

[(\*1)](https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:02011L0083-20180701&qid=1535112463123&from=DE#E0005) Delete as appropriate.

**20. Language.**

This Agreement is prepared and drafted in English, but may be translated into other languages. Should any conflict arise between the English language version of this Agreement and any translation hereof, the English language version shall be controlling.