

# Service Agreement by Thinkcar

## Introduction

Welcome to use THINKCAR's products and services!

In order to use THINKCAR's products and services, you should read and comply with the THINKCAR service agreement ("this agreement") and the THINKCAR privacy policy. Please be sure to read carefully and fully understand the contents of the terms, especially those exempting or limiting THINKCAR's responsibilities, limiting users' rights, stipulating dispute settlement and jurisdiction, and the separate agreement or rules for the opening or use of a service. Restrictions, disclaimers or other provisions that involve your substantial interests may be highlighted in bold, underlined, etc.

You have no right to use THINKCAR services unless you have fully read, understood and accepted all the terms of this agreement. By clicking "agree" or "next step", or by using THINKCAR services, or by any other express or implied acceptance of this agreement, you are deemed to have read and agreed to enter into this agreement. This agreement shall become a binding legal document between you and THINKCAR.

## Scope of agreement

This agreement is between the user and THINKCAR regarding their use of THINKCAR services. "THINKCAR" means a THINKCAR and/or its associated services with potential operational units. "User" means the user of the services of THINKCAR and is more commonly referred to as "you" in this agreement.

THINKCAR's services refer to the products and services provided by THINKCAR to users, including but not limited to, OBD diagnosis, full-system testing, real time remote diagnostics, automobile black box, APP and other products and services. The specific services shall be subject to those actually provided by THINKCAR (hereinafter referred to as "the services").

This agreement also includes the THINKCAR privacy policy. Is an integral part of this agreement and you shall also abide by it. Your acceptance of this agreement shall be deemed to be your acceptance of the THINKCAR privacy policy.

## Account and password security

You may need to register an account when using the service. Please read and follow the separate agreement regarding the specific rules for your account.

THINKCAR particularly reminds you that you should keep your account and password properly. When you are done, you should exit safely. You are responsible for the theft of your account number or password due to improper storage.

For the purpose of enhancing user experience and/or technical convenience, accounts of the service may include Numbers, letters or combinations thereof, as well as mobile phone Numbers, E-mail addresses and other forms. When you register an account with one form, THINKCAR may give you another representation of that account. The specific account form, account system and the relationship between accounts, etc. shall be subject to the actual provision of THINKCAR.

During the use of the service, you can set up the nickname, avatar, signature, message and other information for the account you use. You should ensure that the information of content and form in accordance with the laws and regulations ("laws and regulations" in this agreement refers to the user belongs to/region and country the current effective laws, administrative regulations and judicial

interpretations, local regulations, local regulations, departmental rules and other regulatory documents as well as to such laws and regulations from time to time to modify and supplement, as well as the related policy, the same below.) Public order, good customs, social ethics and THINKCAR platform rules, and will not infringe on the legitimate rights and interests of any subject.

## Protection of user's personal information

Personal information protection is a basic principle of THINKCAR. THINKCAR will collect, use, store and share your personal information in accordance with this agreement and the THINKCAR privacy policy. In case there is no specific provision in this agreement regarding the protection of personal information, the content of "THINKCAR privacy policy" shall prevail.

You may need to fill in some necessary information when you register your account or use the service. If the national laws and regulations have special provisions, you need to fill in the real identity information. If you fill in incomplete information, you may not be able to use the service or be restricted in the use process.

In general, you can browse and modify the information submitted by yourself according to relevant product rules, but for the sake of security and identity recognition, you may not be able to modify the initial registration information and other verification information provided at the time of registration.

THINKCAR will use every possible security technology and procedures to establish a sound management system to protect your personal information from unauthorized access, use or disclosure.

THINKCAR will not transfer or disclose your personal information to any third party unless:

- (1) Relevant laws and regulations or requirements of judicial and administrative organs.
- (2) Transfer for completion of merger, division, acquisition or asset transfer.
- (3) Necessary to provide the services you require.
- (4) Circumstances that can be transferred or disclosed to any third party pursuant to the THINKCAR privacy policy or other relevant agreement rules.

## Method of using the service

The service is only for your personal and non-commercial use, unless otherwise agreed by you and THINKCAR.

Your rights under the terms of this agreement are not transferable.

You shall not use any means (including but not limited to third-party software, plug-ins, plug-ins, systems, equipment, etc.) to interfere with, damage, modify or otherwise influence the service.

You shall use the service in a way provided or approved by THINKCAR. You shall not log in or use the service through any third-party software, plug-ins, plug-ins, systems, equipment, etc.

Without the authorization of THINKCAR, no one shall use any third-party software, plug-ins, plug-ins or systems to view or obtain any relevant information, data or other contents of THINKCAR, THINKCAR partners or users contained in the service.

## Providing services according to the current situation

You understand and agree that:

The service is provided in accordance with the status quo of existing technologies and conditions. THINKCAR will try our best to guarantee service continuity and security, but THINKCAR can't anticipate and prevent law, technology and other risks, THINKCAR for such risk within the scope of the law liability, including but not limited to force majeure, viruses, trojans, hacker attacks, system instability, third party service defects, government behavior and other reasons may lead to service interruptions, data loss and other loss and risk.

Due to business strategy arrangement or adjustment and other reasons, the content of specific THINKCAR services available to users in different regions may be different. The actual content provided by THINKCAR shall prevail.

## Self-provided equipment

You shall understand that you shall prepare terminal devices (such as mobile terminals and necessary network access devices) related to the relevant services and bear the costs (such as Internet access fees) required by you when using the service.

You understand and agree that your terminal equipment, bandwidth and other resources will be consumed when you use the service.

## Advertisement

You agree that THINKCAR may, either by itself or by a third party, send or display advertising or other information (including commercial and non-commercial information) to You by SMS, email or electronic information, and the specific form, frequency and content of advertising or other information shall be subject to the actual information provided by THINKCAR.

THINKCAR will carry out advertising business in accordance with relevant laws and regulations. You agree that you should carefully judge the authenticity and reliability of the advertisements appearing in the service, and you should be responsible for the behaviors caused by the advertisements except as clearly stipulated by laws.

## Service fee

Some services of THINKCAR are provided on a paid basis. If you use the paid services, please abide by the relevant agreements.

THINKCAR may modify and change the standard and method of charging for services as required. THINKCAR may also start charging for some free services. THINKCAR will notify or announce the aforesaid modifications, changes or charges on the corresponding service page before they are started. If you do not agree to the above modification, change or paid content, you should stop using the service.

THINKCAR reserves the right not to offer any refund or fee adjustment to the original paying user when THINKCAR reduces the charging standard or changes the charging service into free service.

In-App purchase is NOT refundable after download. THINKCAR is not responsible for any damage or any liability, claim which may arise from use of the Software.

## Products or services provided by third parties

When using products or services provided by third parties on the THINKCAR platform, you shall abide by the user agreement of the third party in addition to this agreement. THINKCAR and a third party shall be respectively liable for possible disputes within the scope prescribed and agreed by law.

## Software-based services

If THINKCAR relies on "software" to provide services to you, you should also abide by the following provisions:

THINKCAR gives you a personal, non-transferable and non-exclusive license to download software that you may need to use the service. You may use the software only for the purpose of using the service.

THINKCAR may update the software for the purpose of improving the user experience, ensuring security of services and consistency of product functions. You should update the relevant software to the latest version, otherwise THINKCAR does not guarantee the normal use of the software or services.

THINKCAR may develop different versions of software for different terminal devices. You should choose the appropriate version to download and install according to the actual situation. You can get the software directly from the THINKCAR platform or from a third party authorized by the THINKCAR. THINKCAR is not responsible for the normal use of software or services that you have acquired from an unauthorized third party or an installer with the same name.

You shall not do any of the following except with the written permission of THINKCAR:

- (1) Delete the copyright information on the software.
- (2) Reverse engineering, reverse assembly, reverse compilation of the software, or other ways to try to find the source code of the software.
- (3) Use, rent, lend, copy, modify, link, reprint, assemble, publish, publish and set up mirror sites of the contents of which THINKCAR has intellectual property rights.
- (4) To add, delete or change the functions or operating effects of the software by modifying or falsifying the instructions and data in the operation of the software, or to operate or disseminate the software and methods for the above purposes to the public, whether for commercial purposes or not.

## Intellectual property declaration

Intellectual property rights of the content provided by THINKCAR in the service shall be owned by THINKCAR, and intellectual property rights of the content generated by users in the use of the service shall be owned by users or the relevant right holders, unless otherwise agreed by you and THINKCAR.

Unless otherwise stated, THINKCAR owns the copyright, patent rights and other intellectual property rights of the software on which it provides the service.

THINKCAR owns the copyright or trademark right of "THINKCAR" and other commercial logos used in the service.

The intellectual property rights of the above and any other contents contained in the service are protected by laws and regulations. Without the written permission of THINKCAR, users or relevant right holders, no one can use or create related derivative works in any form.

## User violations

When using the service, you shall abide by laws and regulations, and shall not make, copy, publish or disseminate information containing the following contents or engage in relevant behaviors, nor shall you facilitate the making, copy, publish or disseminate information containing the following contents or engage in relevant behaviors:

- (1) Opposing the basic principles set forth in the constitution.
- (2) Endangering national security, divulging state secrets, subverting state power and undermining national unity.
- (3) Damaging national honor and interests.
- (4) Inciting ethnic hatred, racial discrimination and undermining unity.
- (5) Undermining religious policies.
- (6) Those who spread rumors, disrupt social order and undermine social stability.
- (7) Disseminating obscenity, pornography, gambling, violence, murder, terror or abetting a crime.
- (8) Insulting or slandering others and infringing upon the lawful rights and interests of others.
- (9) Prohibited by relevant laws and regulations or this agreement, relevant agreements and rules.

If you violate relevant laws and regulations or provisions hereof in the process of using the service, the relevant state organ or institution may file a lawsuit, fine or take other sanctions against you and ask THINKCAR for assistance. THINKCAR assumes no responsibility for any damage caused to you or others.

If you violate this agreement, THINKCAR has the right to make its own judgment and take corresponding measures, including but not limited to deleting, blocking relevant content or disconnecting the link through technical means. At the same time, THINKCAR has the right to, depending on the nature of the user's behavior, take measures including but not limited to suspending or terminating the service provided to you, restricting, suspending, freezing or terminating your use of the account and taking legal responsibilities.

If you violate this agreement and cause any loss to the subject, you shall bear the responsibility independently; THINKCAR therefore suffered losses, you should also be compensation.

## Return, exchange, manufacturer warranty policy

We arrange the shipments via the most reliable carriers e.g. USPS, UPS, FEDEX, DHL and other trusted parties. Examine your order upon delivery to ensure that there are no visible signs of damaged, missing or incorrect pieces. In the event that there are missing, damaged or incorrect packages, please contact us within 48 hours of your delivery. We offer 90 days risk free exchange/return policy and limited one-year manufacturer warranty.

## Abide by local laws and regulations

You shall abide by local laws and regulations and respect local ethics and customs when using the service. If your behavior violates the local laws and regulations or moral customs, you should be independently responsible for this.

you shall avoid THINKCAR's violation of laws and regulations or involvement in political and public events caused by your use of the service, otherwise THINKCAR has the right to suspend or terminate your service.

## Content sent and transmitted by users and complaint handling

The content (including but not limited to web pages, texts, pictures, audio, video, etc.) sent or transmitted by you through the service shall be at your own responsibility.

The content you send or disseminate shall be from legal sources, and the relevant content shall be owned by you or you have obtained necessary authorization.

THINKCAR shall have the right to make its own judgment and take measures to delete, block or disconnect the content you send or disseminate if it is illegal or violates other people's rights.

if you are complained by others or you make a complaint against others, THINKCAR shall have the right to provide necessary information of the parties involved in the dispute, including the subject information, contact information and relevant contents of the complaint, to the parties concerned or relevant departments, so as to timely solve the complaint dispute and protect the legitimate rights and interests of all parties.

You undertake to be responsible for the authenticity, legality and validity of the information, materials and evidence you provide in the complaint handling procedures.

## Force majeure and other exemptions

You understand and agree that the service may be affected by force majeure and other risk factors during the use of the service. Force majeure refers to the unforeseeable, insurmountable and unavoidable objective events that have a significant impact on one or both parties, including but not limited to natural disasters such as floods, earthquakes, epidemics and storms, as well as social events such as wars, turmoil and government ACTS. In the event of any of the foregoing, THINKCAR will endeavor to cooperate with the relevant authorities in the first time and try to deal with it in a timely manner. However, THINKCAR shall be exempted from liability for any loss caused thereby to the extent permitted by law.

To the extent permitted by law, THINKCAR shall not be liable for service interruption or interruption caused by:

- (1) Be damaged by computer viruses, Trojan horses or other malicious programs, hacker attacks.
- (2) Failure of the user or THINKCAR's software, system, hardware and communication lines.
- (3) Improper operation by the user or the user USES the service in a way that is not authorized by THINKCAR.
- (4) Outdated program version, aging equipment and/or compatibility problems.
- (5) Other circumstances that THINKCAR cannot control or reasonably foresee.

You understand and agree that, in the process of using the service, you may encounter risks caused by network information or other user behaviors. THINKCAR shall not be liable for the authenticity, applicability and legality of any information, nor shall it be liable for damages caused to you by infringement. These risks include but are not limited to:

- (1) Information containing threatening, defamatory, objectionable or illegal content that comes from anonymous or pseudonymous sources.
- (2) Suffer from any psychological, physical injury or economic loss caused or may be caused by misleading, cheating or other actions of others.
- (3) Other risks caused by network information or user behavior.

THINKCAR shall have the right to deal with illegal and non-compliant contents in accordance with this agreement. Such right shall not constitute an obligation or commitment of THINKCAR, and THINKCAR shall not guarantee that it will timely detect or deal with illegal activities.

## Change of agreement

THINKCAR shall have the right to modify the terms of this agreement if necessary. You can view the latest version of the terms of the agreement on the relevant services page.

If you continue to use the software or services provided by THINKCAR after the terms of this agreement are changed, you shall be deemed to have accepted the changed agreement.

## Change, interruption and termination of service

You understand and agree that THINKCAR may change the service contents or interrupt, suspend or terminate the service based on the adjustment of business strategy.

In case of merger, division, acquisition or asset transfer of THINKCAR, THINKCAR may transfer relevant assets under the service to a third party; THINKCAR may also, upon unilateral notice to you, transfer some or all of the services and corresponding rights and obligations under this agreement to a third party for operation or performance. The specific transferee subject to the THINKCAR notice shall prevail.

THINKCAR shall have the right to interrupt or terminate the services provided to you without notice in any of the following circumstances:

- (1) According to laws and regulations, you should submit true information, but the personal information you provide is not true, or inconsistent with the information at the time of registration, and you fail to provide reasonable proof.
- (2) You violate relevant laws and regulations or provisions of this agreement.
- (3) According to laws and regulations, requirements of judicial organs or competent departments.
- (4) For security reasons or other necessary circumstances.

THINKCAR shall have the right to charge in accordance with article 8.2 hereof. THINKCAR reserves the right to interrupt, suspend or terminate the services provided if you do not pay in full and on time.

You are responsible for backing up the data stored in the service. THINKCAR has the right to permanently delete your data from the server if your service is terminated. THINKCAR has no obligation to provide or return data to you after the service is suspended or terminated.

## Jurisdiction and application of law

the formation, effectiveness, performance, interpretation, dispute resolution and other related matters of this agreement shall be governed by the laws of the region.

Any dispute or dispute between you and THINKCAR shall be firstly settled through friendly negotiation. If no agreement can be reached through negotiation, you agree to submit the dispute or dispute to the competent court in the place where this agreement is signed.

If the provisions hereof are partially invalid or unenforceable for any reason whatsoever, the remaining provisions shall remain valid and binding upon both parties.

If you have any comments or Suggestions on this agreement or the service, please contact THINKCAR and we will give you necessary help.