User’ s Agreement and Privacy Policy

Before reading and deciding to accept User’ s Agreement of APP (hereinafter referred to as “this Agreement”), you “I/me” (we kindly reminded by Shenzhen Deep Sea Innovation Technology Co., Ltd. (hereinafter referred to as “the Company” or “we”) to read through and pay special attention to the contents that are in bold and underlined in this Agreement. If you do not read and read through this Agreement under the company of legal guardian and decide if accepting the provisions contained herein, You can use the functions and services of APP if you have read through and accepted all the contents stipulated herein. If you do not agree with the provisions in this Agreement, you shall, either in part or in whole, or need to send us feedbacks (including suggestions, complaints, reports, etc.) when any problem occurs, please feel free to contact us as: E-mail: support@deepblue.com

1. Confirmation and Acceptance of Service Terms

The ownership of all the contents and services in the APP belongs to the Company. User shall read through the term before accepting the services. User is not entitled to accept all or some terms once starting to use the services.

2. User’ s Content

User undertakes to use the APP to comply with the following provisions:

- Transmit data as per relevant Chinese regulations;
- Use information services in a legal and honest manner;
- Do not interfere with or disturb network services;
- Abide by all relevant agreements, regulations, procedures and conventions of the services used. User’ s code of conduct is subject to Internet regulations, policies, procedures and conventions.

3. Modification of Service Terms

The APP does not only provide services, partly relevant terms which will be published on page. If disagreeing on the modified contents, user could cancel his/her member qualification at operation. Otherwise, you are deemed to accept the modification.

4. Refusal to Guarantee

Please has been fully informed that he/she will bear the risks arising out of the using our services or disclosure. The APP does not guarantee by any means that the services will satisfy the user’ s requirements, or uninterrupted or timely or uninterrupted totally or that the service is timely, safe and free of any error. User also understands and agrees that security and availability of the information obtained by the service are based on the judgment of user who shall bear all the risks and liabilities.

5. Limited Liabilities

The APP does not bear any liability for any direct, indirect, occasional and secondary damages caused by using the services, including but not limited to the Company uploads the service or transmitted information that fails to meet the requirements.

6. Storage and Restriction of User’ s Information

The APP does not hold liable for any failure to delete or store the information that user deems. We have reserved the right to decide if user’ s information conforms to the requirements and spirit of the service terms. The Company is entitled to suspend provision of the service if user in violation of the service terms.

7. Termination of Services

The APP may, at all times, suspend one or several services without a prior notice to any individual third party. User is not entitled to claim any compensation for any service term or the modified terms, or being dissatisfied with the services, and may exercise the rights set forth below:

- Stop using our services any longer;
- Notify us of stopping providing services.

8. Ownership of Information Contents

The Company’ s information generally covers text, software, sound, photos, video, diagrams, etc., all of which are protected by the laws concerning copyright, trademark, label and property ownership. User can use the services with authorization and shall not duplicate or recreate these contents or create any derivative related to the contents at will.

9. Privacy Protection

The copyright of the Privacy Policy (hereinafter referred to as “this policy”) is reserved by Shenzhen Deep Sea Innovation Technology Co., Ltd. (hereinafter referred to as “the Company” or “we”) and will help you understand the following major policies:

- We will only use your information required to ensure the normal operation of the core and other functions of our products;
- We will NEVER share, provide or transfer your personal information to any third party or obtain your personal information from a third party, unless otherwise agreed by you;
- We will try to protect your personal information with reasonable safety measures. In case of special circumstance, we will protect your personal sensitive information with our greatest efforts in the industry via the way commonly used by the industry;
- How to visit, correct or delete your personal information, withdraw consent and authorization and make complaints?

Where you disagree on this Policy but have begun to use our services, we will collect the information required to maintain the basic functions. The Company only which, however, will lead to our failure to provide the complete products and services for you, nevertheless, we will still continue to provide other parts of the measures such as deidentification and encryption. When you use our services again, for the sake of performance of contract and services, you will be deemed having accepted and recognized our treatment for your relevant information as per this Policy.

We attach great importance to the protection of users’ personal information and the information with the duties of protecting minors’ information. We have fully suggested to read all provisions of this Policy carefully and entirely, particularly for the contents regarding your authorization and rights in bold, which are shown below:

1. How to Collect and Use Your Personal Information?

II. How Do We Store Your Personal Information

III. How Do We Disclose Your Personal Information

IV. Your Rights

V. Use of Cookies

VI. Revision and Notice of Privacy Policy

VII. Scope of Application

VIII. Contacts

IX. Miscellaneous

I. How Do We Collect and Use Your Personal Information?

During your use of the Software and services, we will collect information in the principles of legality, rightness and necessity. The information that we collect you provide will be used for the purposes below:

1. Ensure the basic normal operation of products;

2. Realize various functions and services;

3. Optimize and improve products and services;

4. Ensure the safety of products and services and user’ s use safety;

5. Comply with provisions of laws and regulations and national standards.

1. Personal information we collect and use actively

We will collect the information that you provide actively while using our services and the information generated in your using process subject to accepting services as per the method below:

1. Ensure the normal operation of the Software and services

When you use the Software and relevant services, we, to ensure the normal operation of the Software and services, will collect information as the model of your hardware, version No. of operating system, address of network hardware equipment, IMEI, address, phone number, etc. Permission to access your area and type operation log. We point out that all the aforesaid information is the basic information you need to provide for the operation and guarantee the normal operation of products.

2. Provide the following functions or services for you

(1) It is required to obtain the permission of writing into/ deleting storage space to save and delete a file function.

(2) It is required to obtain the permission of reading storage space to read the function.

(3) For mobile phone addition, it is required to obtain equipment identification and information permission to provide different functions or services according to different equipment and system versions. Obtaining product use condition and bug information help us improve product function and experience constantly.

(4) For camera function, it is required to use camera permission for photographing or screen recording of live camera function.

(5) It is required to obtain the permission of writing into/ deleting storage space to save and delete a file function.

(6) It is required to obtain the permission of reading storage space to read the function.

(7) For mobile phone addition, it is required to obtain equipment identification and information permission to provide different functions or services according to different equipment and system versions. Obtaining product use condition and bug information help us improve product function and experience constantly.

(8) Provide the following functions or services and user’ s use safety

To help us understand how the Software and relevant services run better and optimize the operation and services, we use a third party statistics service to record weblog information and the information such as frequency of using software and relevant services, crash data, overall installation and uninstallation and performance data.

We are required to fully inform and obtain the user have finished the deidentification/ anonymization before we collect and use the above information, and the data analysis is only oriented to the specific numbers not identifying the user’ s identity.

(9) Changes in the purpose of personal information collection and use

You are required to be fully informed that we may adjust the functions of the Software and the provided services while exploring business model. We will inform a new function or service is related to the scene described in magnified version or floating window, the collected and used information shall be notified directly or reasonably associated with the original treatment purpose. For the new user directly or reasonably associated with the original purpose, we will inform you again before collecting and using your personal information and obtain your consent.

(10) Legal exemptions from the consent for collecting and using personal information

Please be informed that, according to laws and regulations and/or relevant national standards, we may, without your authorization and consent, collect and use your personal information that is:

(1) directly related to national security and national defense;

(2) directly related to public safety, public health and significant public interests;

(3) directly related to crime detection, prosecution, trial and execution of judgment;

(4) for the purpose of maintaining major legitimate rights and interests (e.g., life and property) of personal information subject or other individuals, but it is difficult to obtain the party’ s consent;

(5) your personal information collected from your disclosure to the public;

(6) your personal information, which is collected from the information disclosed legally and publicly, such as legitimate journalism and government information publicity;

(7) required for the contract signature and performance according to your requirement;

(8) in circumstances stipulated by laws and regulations.

Special attention: The information single/ separate/ combined with other information, either alone or in combination with other information, which is judged as personal information in legal sense. But when the information is able to identify your personal identity, either alone or in combination with other information, or we use any data variable to establish relationship with your or specific personal information together with your personal information, the information, during the combined use, is seen as your personal information and will be treated and protected as per this Policy.

II. How Do We Store Your Personal Information?

1. Information storage place

According to laws and regulations, we will store your personal information collected and generated in domestic operation in the Peoples’ s Republic of China, and never spread the aforesaid information to any overseas country. 2. Storage period

We keep your personal information only during the period necessary for providing the Software and services. Upon the expiration of the aforesaid period, we will delete or anonymize your personal information, unless otherwise stipulated by laws and regulations.

III. How Do We Safeguard Your Personal Information?

We attach great importance to the security of your personal information, and will take reasonable safety measures (including technical and management measures) to protect it, so as to avoid its improper use, unauthorized access, public disclosure, use, modification, damage, loss or disappement.

We will protect your personal information by measures which are at least equal to the industry and subject safety measures that are not lower than those of other peers in the industry and adopt safety protection mechanism to prevent your personal information from malicious attack.

We will establish special security management department, management system and data security process to safeguard your personal information; adopt strict data use and access system, to make sure only the authorized personnel can access your personal information, and audit the security of data and techniques from time to time.

(a) Despite the above reasonable and effective measures we have taken and our full compliance with the standards stipulated by relevant laws and regulations, you are fully informed that in internet industry, the absolute security of information cannot be totally ensured in consideration of technical limitations and various malicious means that may exist, even if we have spared no efforts to strengthen the security measures. We will know and understand the risks and communications network you use to access our services may have a problem due to a factor beyond our control. Therefore, the security of the information is not strictly measures to safeguard your personal information.

(b) We will also formulate emergency plan, which will be launched immediately in case of a user information safety incident, so as to avoid heavier influence and consequences. In the event of a user information safety incident (including leaks, loss, etc.), we will inform you of the basic condition and the influence that may occur, and therefore, which measures we have adopted or are adopting, suggestions on the independent prevention and risk reduction and remedy measures offered by you timely. We will inform you by mail, letter, phone, SMS, etc., of relevant condition of the incident. If it is hard to inform one by one, we will make announcement in a reasonable and effective manner. We will also establish the disposal condition of user information security incident as per requirements of relevant regulations and rules.

(c) You are further informed that the personal information protection measures you adopt when using the Software and services, such as reasonably choosing the password for the Software and relevant services and because you are responsible for service and Content resources, we will have no ability and obligation to protect your personal information you submit on the Software and relevant services, or that the Software and relevant services, no matter whether the aforesaid Software and website which you log in or browse are based on the link or guide of the Software.

IV. Your Rights

We do much concern the management for your personal information and will try hard to protect your rights to access, modify, supplate or delete your personal information and withdraw authorization and consent, so that you have full capacity to protect your privacy and safety.

You can withdraw your consent or change your authorization for the scope with which we collect and use your personal information or revoke your authorization by the means such as turning off function and changing application permission in equipment setting, but, in consideration of the fact that some business functions and services cannot be finished without your personal information, once you withdraw your consent or authorization, we will be unable to provide the corresponding functions and services for you and stop providing your corresponding personal information. Your withdrawal of consent or withdrawal consent or authorization will not affect the previous protection of your personal information on the basis of your authorization.

(1) Access privacy policy

You can view all contents of this Policy through “setting” – “privacy policy” in the client.

(2) Get information of operation stop

Shall we stop operation, we will stop collecting your personal information timely, notify you in the form of personal delivery or announcement and delete or anonymize your personal information held.

V. Use of Minors

A minor under the age of 18 shall, prior to the use of the Software and relevant services, read and agree this Policy under the guardianship or guidance of your parents or other guardians.

We protect minors’ personal information according to relevant laws and regulations, and collect, use, share or disclose minors’ personal information only when permitted by laws or with the explicit consent from parents or other guardians or a necessity of protecting minors. In case of discovery that we collected a minor’ s personal information without consent from his or her verifiable parents, we will delete relevant information as soon as possible.

If you are guardian of a minor, please feel free to contact us by the contact information disclosed in this Policy when any question about personal information of the minor under your guardianship.

VI. Revision and Notice of Privacy Policy

1. We will revise this Policy in due time, along with the constant updating and change of the Software and relevant services from time to time, in order to provide more amicable services for you. The revision constitutes one part of this Policy and shall have the equal effect with this Policy. We will, in the form of your expressed consent, reduce the rights you enjoy according to the current effective privacy policy.

(1) In case of updating this Policy, we will remind you of the updated contents of application clause of the Software upgrading before the application of new version effect, so that you could learn the latest version of this Policy. You are seen as having accepted the revised policy, if you do further use our services, we will notify your consent expressly before collecting personal sensitive information, such as location, contact information and camera information, according to laws and regulations.

(2) For any substantial change, we will also send a conspicuous notice the notice includes the specific contents that are changed in this Policy, including but not limited to email, SMS, private message or special prompt in browsed page).

For the purpose of this Policy, substantial change includes but is not limited to:

1. Substantial change in our service mode (e.g. purpose of treating personal information, type of treating personal information and mode of personal information);

2. Substantial change in the aspects such as ownership structure and organizational structure (e.g. ownership change resulted from business adjustment and bankruptcy and M&A);

3. Change of main object for personal information sharing, transfer or public disclosure;

4. Substantial change in rights of participating in personal information treatment and exercising mode;

5. Change in our department in charge of personal information security, contact information and complaint channel.

VII. Scope of Application

This Policy applies to all services provided by Shenzhen Deep Sea Innovation Technology Co., Ltd. instead of any third party services that we may be engaged with separate privacy policy and not included in this Policy. This Policy ceases to apply, in any of the following cases:

1. Other third party products or services, which include the products or websites and advertising contents displayed in our products or provided recommendation or other products or websites linked to the software services;

2. Any other third party that implements advertising publicity for the software services.

You will be restressed by the third party’ s service clauses and privacy policy (rather than this Policy) if using the third party’ s services including any personal information you provide for the third party. You are suggested to read the third party’ s clauses carefully to know the specific treatment rules for your personal information properly, and provide your personal information for a third party only when necessary.

The Software and relevant services described in this Policy may vary with the factors such as version of your mobile device, system and application software. The final products and services are subject to the Software and relevant services you use.

VIII. Contacts

1. If any question, opinion or suggestion about this Policy, please feel free to contact us via support@deepblue.com.

2. If you believe that we collected and use your personal information in violation of any laws and regulations or the agreement with you, please feel free to contact us via support@deepblue.com, and request to stop collecting personal information. We will confirm the involved problem as soon as possible and make a timely reply and treatment after assigning a special person in charge.

IX. Miscellaneous

1. This Policy is only one policy for convenience and reading and do not affect the meaning or interpretation of any provisions herein.

2. Terms and definitions:

2. The Software and relevant services refer to the client applications shared with name of the Software that the Company and its related party own and operate legally.

2. Related party refers to any company or organization and legal representative of the aforesaid company or organization which can control, be controlled by or is in under control or common control. The “control” refers to the ability of direct or indirect guidance or decision-making for management and operation of a person whether it is realized by ownership, voting shares, contract or other means identified as per laws.

3. Deidentification refers to the process of personal information subject under unable to be identified without extra information by the technical means.

4. Anonymization refers to the process of making personal information subject unable to be identified and treated information unable to be restored or reidentified.

(6) The copyright of this Policy is reserved by Shenzhen Deep Sea Innovation Technology Co., Ltd., which has the right to interpret and modify this Policy to be consistent with the laws.

10. Applicable Laws

The terms above are governed by the Laws of the People’ s Republic of China (China). All disputes arising therefore shall be resolved by the people’ s court at the Company’ s site. In case of any discrepancy between the terms and rules of the laws of China, all these terms must be reinterpreted as per laws totally while the rest shall still remain in force.