

TERMS AND CONDITIONS

This Agreement was last revised on August 09th, 2020.

Contents

TERMS AND CONDITIONS

- I. INTRODUCTION
- II. DEFINITIONS
- III. INTERPRETATION
- IV. INTRODUCTION AND SCOPE
- V. SERVICES
- VI. MODIFICATIONS TO THE SERVICE
- VII. REGISTRATION
- VIII. USER CONTENT
- IX. SUBSCRIPTION AND PAYMENT
- X. LIMITED GUARANTEE
- XI. GEOGRAPHIC RESTRICTION
- XII. USER RESPONSIBILITIES
- XIII. CONTENT OWNERSHIP, RESPONSIBILITY, AND REMOVAL
- XIV. GENERAL CONDITIONS
- XV. EXCLUSION OF LIABILITY
- XVI. NO RESPONSIBILITY
- XVII. THIRD-PARTY LINKS
- XVIII. PERSONAL INFORMATION AND PRIVACY POLICY
- XIX. ERRORS, INACCURACIES, AND OMISSIONS
- XX. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY
- XXI. COPYRIGHT AND TRADEMARK

XXII. INDEMNIFICATION

XXIII. MISCELLANEOUS

I. INTRODUCTION

www.pxcode.io (“**website**”) owned and managed by PxCode Inc. (“we,” “us,” or “our”) welcomes you.

We offer you access to our services through our “Website” (defined below) subject to the following Terms of Service, which may be updated by us from time to time with or without notice. By accessing and using this Website, you acknowledge that you have read, understood and agree to be lawfully bound by these terms and conditions and our Privacy Policy, which are hereby incorporated by reference (collectively, this “Agreement”). In case you do not agree with these terms, please do not use the Website.

II. DEFINITIONS

- “**Agreement**” denotes to this Terms and Conditions and the Privacy Policy and other documents provided to you by the Website;
- “**Service**” or “**Services**” means any service is shown below, which we may offer from our Website.
- “**User**”, “**You**” and “**Your**” denotes to the person who is accessing the website for taking or availing any service from us. Users shall include companies, partnerships, sole proprietorships, individuals, corporate bodies or associations receiving the services of this website;
- “**We**”, “**us**”, “**our**” and “**Company**” are references to **PxCode Inc.**;
- “**Website**” shall mean and include “**https://www.pxcode.io**”, and any successor Website of the Company or any of its affiliates;

- **“Content”** means text, graphics, images, music, software, audio, video, designs, interactive features, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services;
- **“User Account”** shall mean an electronic account opened for the customer for availing various services offered on the website;
- **“Subscription Fee”** means the subscription fee paid by the user for participation in the Subscription Plan, paid directly by the user to the Website.
- **“Subscription Plan”** shall mean the plan available on the Website through which the user can avail various services offered on the Website.

III. INTERPRETATION

- All references to the singular include the plural and vice versa, and the word “includes” should be construed as “without limitation.”
- The words used in this agreement, no matter what specific numbers and genders are used, shall be regarded and interpreted as including any other numbers required in the context, singular or plural, and any other gender, male, female, or neutral.
- Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.
- All headings, bold typing, and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of the terms of this Agreement.

IV. INTRODUCTION AND SCOPE

- **Scope.** These Terms govern your use of the Website and the Services. Except as otherwise specified, these Terms do not apply to Third-Party Products or Services, which are governed by their own terms of service.
- **Eligibility:** Certain Service of the Website is not available to minors under the age of 13 or to any users suspended or removed from the system by us for any reason.
- **Electronic Communication:** When you use this Website or send e-mails and other electronic communications from your desktop or mobile device to us, you are communicating with us electronically. By sending, you agree to receive a reply communications from us electronically in the same format, and you can keep copies of these communications for your records.

V. SERVICES

At www.pxcode.io, we provide a meticulously designed website that allows you to edit the design draft imported from the SKETCH file to the pxCode editor.

We provide you the functionality to convert your application (“User Application”) into a format that is compatible with the relevant iOS, Android, Web, and other software platforms. Users can generate quality codes to build responsive websites/applications.

This website also enables you to invite a limited (or unlimited, if your Subscription Plan permits) number of your colleagues, friends, family, or others to collaborate and propose changes or edits to the User Applications related to a particular project or projects for which you invite them (each such Authorized User who is invited to contribute to a project is called a “Team Member” for that Project). Users can invite anyone to the team by email, and they need to subscribe to more team space before inviting teammates by obtaining a corresponding Subscription plan.

VI. MODIFICATIONS TO THE SERVICE

We reserve the right, in our discretion, to change, modify, add to, or remove portions of the Terms (collectively, “**Changes**”) at any time. We may notify you of changes by sending an email to the address identified in your Account or by posting a revised version of the Terms incorporating the Changes to its Website. Your continued use of the Site following the posting of changes will mean that you accept and agree to the Changes.

VII. REGISTRATION

To access the website and use certain Resources, you may be required to provide specific information and create a user ID and password to establish an account.

You accept that the details you provide about establishing any account are correct and that you will keep your details up-to-date. You are responsible for the security of all user names, passwords, and registration information (for example, unique account identifiers or historical billing information) and are solely responsible for any use (authorized or unauthorized) of the account. You agree to notify us immediately of any unauthorized activity relating to your accounts or other security violations. In our sole discretion, we may suspend or terminate any of your usernames and passwords at any time, with or without notice.

USER CONTENT

A. Content Responsibility.

The website permits you to share content, post comments, feedback, etc. (“content”), but you are solely responsible for the content you submitted. You represent that you have required permission to use the content.

When submitting content to the website, please do not submit content that:

- contains ill-mannered, profane, abusive, racist or hateful language or expressions, text, photographs or illustrations that are pornographic or in poor taste, inflammatory attacks of a personal, racial or religious nature;
- defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims;
- violates the privacy rights of any third party, is unreasonably harmful or offensive to any individual or community;
- discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation or disability, or refers to such matters in any manner prohibited by law;
- violates or inappropriately encourages the violation of any municipal, state, federal or international law, rule, regulation or ordinance;
- transmits viruses or other harmful, disruptive or destructive files ;
- sends repeated messages related to another user and/or makes derogatory or offensive comments about another individual or repeats prior posting of the same message under multiple emails or subjects;
- Information or data which are unlawfully obtained.

We reject any such submitted content, including but not limited to the above content. In case of repeated violations, we reserve the right to cancel the user's access to this website without notice.

VIII. SUBSCRIPTION AND PAYMENT

- Our terms and conditions shall govern all the payments for any service available on the website.

- For purchasing any service available on the website, the user has to subscribe to the appropriate Subscription Plan according to his requirements. You will be liable to pay us based on the Subscription Plan chosen. You may enhance the number of authorized users under the plan at any time during the term of your subscription after the payment of necessary fees for additional Authorized Users.
- While providing your details, you must be careful and warrant that the information provided is true and accurate.
- Payment mode shall be:
 - o Online: Credit Cards
 - o PayPal
- The preferred method of payment is **PayPal**. Credit cards can be accepted through PayPal Merchant Services. The accepted cards are Visa and MasterCard.
- You must notify us instantly if any particulars are inappropriate. If your payment has not been accepted, you will be informed of this in writing along with the reasons.
- When you purchase a Subscription Plan, you expressly authorize us (or our third-party payment processor) to charge you for the term of your Subscription each time your payment is due under your Subscription Plan.
- We may ask you to supply additional information relevant to your Transaction, including your credit card number (or other payment information), the expiration date of your credit card and your email and postal addresses for billing and notification (such information, "Payment Information").
- You represent and warrant that you have the legal right to use all payment method(s) represented by any such Payment Information.
- When you initiate a Transaction, you authorize us to provide your Payment Information to third parties so we can complete your Transaction and to charge your payment method for the type of

Transaction you have selected (plus any applicable taxes and other charges).

- You may need to provide additional information to verify your identity before completing your Transaction (such information is included within the definition of Payment Information).
- **Subscriptions:** If you purchase a Subscription, you will be charged the monthly or annual (as applicable) Subscription fee, plus any applicable taxes, and other charges (“Subscription Fee”), at the beginning of your subscription and each month or year (as applicable) after that, at the then-current Subscription Fee. If you purchase a Subscription, we (or our third-party payment processor) will automatically charge you each month or year on the anniversary of the commencement of your Subscription, using the Payment Information you have provided until you cancel your subscription. By agreeing to these Terms and electing to purchase a Subscription, you acknowledge that your Subscription has recurring payment features and you accept responsibility for all recurring payment obligations before cancellation of your Subscription by you or us.
- If you increase the number of Authorized Users by changing the number of Authorized Users under your Account, you expressly authorize us (or our third-party processor) to charge your credit card on pro-rated Subscription Fee corresponding to the additional Authorized Users for the remainder of your subscription term.
- Please refer to our refund policy for detailed instructions (<https://pxcode.io/privacy>)
- We are happy to support you if there is any issue you can contact our back-office team for any inquiry or problem.
- We take customer feedback very seriously and use it to improve our products and quality of service continuously.

IX. LIMITED GUARANTEE

By this Website:

- We provide an opportunity for you to avail the offered Product and Services from our Website.
- We do not provide any warranty or guarantee that the Product and Service descriptions are accurate, complete, reliable, current, or error-free. If a Product or Service offered by the Website is not described, your sole remedy is to intimate us about Services for further action.

X. GEOGRAPHIC RESTRICTION

We reserve the right, but not the obligation, to limit the usage or supply of any product or service to any person, geographic region, or jurisdiction. We may use this right as per the necessity.

XI. USER RESPONSIBILITIES

- You shall use the Service and Website for a lawful purpose and comply with all the applicable laws while using the Website;
- You shall not upload, any content on the website that:
 - Defamatory infringes any trademark, copyright, or any person's proprietary rights that affect anyone's privacy, containing violence or hate speech, including any sensitive information about any person.
- You shall not use or access the Website for collecting any market research for some competing business;
- You shall not misrepresent or impersonate any person or entity for any false or illegal purpose;
- You shall not use any virus or hacking tools to interfere with the operation of the Website or its data and files;

- You will not use any device, scraper, or any automated thing to access the Website for any purpose without taking permission from us.
- You will inform us about anything inappropriate, or you can inform us if you find something illegal on the website;
- You will not interfere with or interrupt the proper operation of the Site by using any virus, device, information collection or transmission mechanism, software or program, or attempting to access any data, files, connecting to the Site by hacker or password, password or data mining or otherwise;
- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features (e.g., report abuse button) on the Website;
- You will not take any action that levies or may levy (in our sole decision) an unreasonable or unreasonably big load on our technical arrangement; and
- You will let us know about the unsuitable content of which you become aware. If you discover something that infringes any law, please let us know, and we'll review it.

Although we have no obligation to monitor access to, or use of, the Services or content, or to review or edit any content, we have the right to do so to operate the Services to ensure compliance with these Terms and applicable laws or other legal requirements. We reserve the right to deny you access to the Site or any part of the Services or to remove any content without prior notice.

XII. C O N T E N T O W N E R S H I P, R E S P O N S I B I L I T Y, A N D R E M O V A L

Definition

For purposes of these Terms: (i) “Content” means text, graphics, images, music, software, audio, video, designs, interactive features, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services;

Ownership

We do not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content. You acknowledge that the Services and Content are protected by copyright, trademark, and other laws as applicable.

Your Responsibility for User Content

By submitting your user content, you assert that they meet our user content guidelines and that this material is your own, you hold all necessary rights (copyright, etc.) to the material and the content therein, and freely give us and our affiliates, social media sites, worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, distribute and sub-license those content in commercial and non-commercial use. You also understand that you will not receive compensation for use of submitted content.

Removal of User Content

You acknowledges and agrees that we may, with respect to any Content, or a portion thereof, request you to remove or cease using and/or distributing the content thereof in the event that we reasonably believe that such Content may be in violation of law or the proprietary or

contractual rights of a third party. You will cooperate with us in that regard.

Storage

WE ARE NOT RESPONSIBLE FOR STORING ANY USER CONTENT, AND WE RECOMMEND THAT YOU APPROPRIATELY BACK-UP ALL YOUR USER CONTENT. IN THE EVENT OF ANY LOSS OR CORRUPTION OF USER CONTENT, WE WILL USE OUR COMMERCIALY REASONABLE EFFORTS TO RESTORE THE LOST OR CORRUPTED USER CONTENT FROM THE LATEST BACKUP OF SUCH USER CONTENT MAINTAINED BY US IN THE NORMAL COURSE OF BUSINESS USING OUR STANDARD ARCHIVAL PROCEDURES. WE WILL NOT BE RESPONSIBLE FOR ANY LOSS, DESTRUCTION, ALTERATION, UNAUTHORIZED DISCLOSURE OR CORRUPTION OF ANY USER CONTENT.

XIII. GENERAL CONDITIONS

- We do not guarantee the accuracy, completeness, validity or timeliness of the information listed.
- We make material changes to these terms and conditions from time to time, and we may notify you either by prominently posting a notice of such changes or via email communication.
- This website is provided to you on a restricted, non-exclusive, non-transferable, non-sublicensable basis, only for your personal or private and non-commercial use.
- You acknowledge and agree that we are not responsible for addressing any claims you or any third party may have concerning the website;
- Both you and we acknowledge and agree that in your use of the website you will comply with any applicable third-party terms of agreement which may affect or be affected by such use.

XIV. EXCLUSION OF LIABILITY

You understand and agree that we (a) do not guarantee the accuracy, completeness, validity or timeliness of the information listed by us or any third party; and (b) shall not be responsible for any information posted by us or any third party. You shall evaluate any prospective method or offer and any information provided by us or any third party in accordance with your own judgment, caution and common sense.

Further, we shall not be liable for direct, indirect consequential, or any other form of loss or damage that may be suffered by a user through the use of the **www.pxcode.io** Website including loss of data or information or any kind of financial or physical loss or damage.

Under no circumstances shall PxCode Inc. or its owners, directors, employees, partners, agents, suppliers or affiliates be responsible for any indirect, incidental, special, significant or cost, including but not limited to income, figures, Loss of use,

or any intangible losses by accessing our website or using our service or by unlawful access, use or alteration of your transmissions or content, whether or not based on guarantee, agreement, domestic wrong (including carelessness) or any other lawful concept, whether or not we've been aware of the possibility of such damage, and even if a cure set forth herein is originated to have futile of its important purpose.

XV. NO RESPONSIBILITY

We are not responsible to you for:

- any reliance that you may place on any material or commentary posted on our website. Please note that nothing contained in our website or the material published on it is intended to amount to advice on which you should rely; or

- any losses you suffer because the information you put into our website is inaccurate or incomplete; or
- any losses you suffer if the information you put into our website is accurate but the Service provider's website has not accurately reflected that information because its system is not working correctly; or
- any losses you suffer because you cannot use our website at any time; or
- any errors in or omissions from our website; or
- any losses you may suffer by relying on any commentary, postings or reviews (of our services or that of our partners) on our website; or
- the privacy policies and practices of other linked third party websites, even if you access them using links from our website; or
- any unauthorized access or loss of personal information that is beyond our control.

XVI. THIRD-PARTY LINKS

The Website may comprise links to external or third-party Websites ("External Sites"). These links are provided exclusively as ease to you and not as an authorization by us of the content on such External Sites. The content of such External Sites is created and used by others. You can communicate with the site administrator of those External Sites. We are not accountable for the content provided in the link of any External Sites and do not provide any representations about the content or correctness of the information on such External Sites. You should take safety measure(s) when you are downloading files from all these Websites to safeguard your computer from viruses and other critical programs. If you agree to access linked External Sites, you do so at your own risk.

XVII. PERSONAL INFORMATION AND PRIVACY POLICY

By accessing or using this Website, you approve us to use, store, or otherwise process your personal information as per our Privacy Policy.

XVIII. ERRORS, INACCURACIES, AND OMISSIONS

Every effort has been taken to ensure that the information offered on this Website is accurate and error-free. We apologize for any errors or omissions that may have occurred. We cannot give you any warranty that usage of the Website will be error-free or fit for purpose, timely, that defects will be amended, or that the site or the server that makes it available are free of viruses or bugs or signifies the full functionality, accuracy, reliability of the Website. We do not make any warranty whatsoever, whether express or implied, relating to fitness for purpose, or accuracy.

XIX. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

THE WEBSITE AND THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING THAT THE WEBSITE WILL OPERATE ERROR-FREE OR THAT THE WEBSITE, ITS SERVERS OR ITS CONTENT OR SERVICE ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

WE DISCLAIM ALL LICENSES OR WARRANTIES, INCLUDING, BUT NOT LIMITED TO, LICENSES OR WARRANTIES OF TITLE, MERCHANTABILITY, NON-VIOLATION OF THIRD PARTIES' RIGHTS, AND FITNESS FOR

PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A MATTER OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. IN RELATION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) WE SHALL NOT BE LIABLE FOR ANY UNINTENDED, INCIDENTAL, OR SUBSTANTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS STOPPAGE RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE WEBSITE OR THE CONTENT, EVEN IF WE HAVE BEEN RECOMMENDED OF THE POSSIBILITY OF SUCH DAMAGES.

THE WEBSITE MAY COMPRISE TECHNICAL INCORRECTNESS OR TYPOGRAPHICAL ERRORS OR OMISSIONS. UNLESS REQUIRED BY APPLICABLE LAWS, WE ARE NOT ACCOUNTABLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS RECORDED ON THE WEBSITE. THE WEBSITE MAY CONTAIN INFORMATION ON CERTAIN SERVICES, NOT ALL OF WHICH ARE AVAILABLE IN EVERY LOCATION. A REFERENCE TO A SERVICE ON THE WEBSITES DOES NOT SUGGEST THAT SUCH SERVICE IS OR WILL BE ACCESSIBLE IN YOUR LOCATION.

WE RESERVE THE RIGHT TO DO CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE WEBSITE AT ANY TIME WITHOUT NOTICE.

xx. COPYRIGHT AND TRADEMARK

This website contains software, text, graphics, images, designs, audio recordings, audio-visual works and other materials provided by us or our representatives (collectively, the "Content"). The Content may be possessed by us or third parties. Unauthorized use of the Content may infringe copyright, trademark, and other laws. You have no right to use the content, and you will not take any Content except as allowed under this Agreement. No other use is allowed without prior written consent from us.

You must recollect all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not transfer, provide license or sub-license, sell, or modify the Content or reproduce, display, publicly perform, make a derivative version of,

distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other Website or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of this Agreement, your access to and/or use of the Content and the Site will automatically terminate, and you must immediately destroy any content you copy.

Our trademarks, service marks, and logos used and displayed on the Website are registered and unregistered trademarks or service marks of us. Other company, product, and service names located on the Website may be trademarks or service marks owned by others (the "Third-Party Trademarks," and, collectively with us, the "Trademarks"). Nothing on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. None of the Content may be retransmitted without our express, written consent for every instance.

XXI. INDEMNIFICATION

You shall indemnify and hold us harmless from any and all claims arising out of your use of this website or our services. We will notify you of any such claim, action or proceeding and, at your expense, assist you in defending any such claim, action or proceeding. We reserve the right to indemnify you for all claims under this section. In this case, you agree to cooperate with any reasonable request to assist us in the defense of this matter.

XXII. MISCELLANEOUS

SEVERABILITY

If any provision of this Term is found to be unenforceable or invalid, such provision shall be limited or cancelled to the minimum extent necessary so that this Terms shall otherwise remain in full force and effect and enforceability.

TERMINATION

Term. The Services will be provided to you can be canceled or terminated by us. We may terminate these Services at any time, with or without cause, upon written notice. We will have no liability to you or any third party because of such termination. Termination of these Terms will terminate all of your Services subscriptions.

Effect of Termination. Upon termination of these Terms for any reason, or cancellation or expiration of your Services: (a) We will cease providing the Services; (b) you will not be entitled to any refunds or usage fees, or any other fees, pro-rata or otherwise; (c) any fees you owe to us will immediately become due and payable in full, and (d) we may delete your archived data within 30 days. Sections 15 (Exclusion of liability), 20 (Disclaimer of Warranties; Limitation of liability), 21 (Copyright and Trademark), and 22 (Indemnification) shall survive termination of this Agreement, as well as all other provisions of this Agreement which by their terms or nature are intended to survive such termination.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter contained in this Agreement.

GOVERNING LAW AND JUDICIAL RECOURSE

The terms herein will be governed by and construed under the law of the Republic of China (Taiwan) without giving effect to any principles of

conflicts of law. The courts of the Shilin District Court of Taipei City, Taiwan shall have exclusive jurisdiction over any dispute arising from the use of the Website.

DISPUTE RESOLUTION

In the event of any dispute or controversy arising out of or relating to this Agreement, the parties shall first attempt in good faith amicably to resolve such dispute or controversy. If such attempt result in resolution of the dispute or controversy within thirty (30) days of any written request from one of the parties to try in good faith to resolve the dispute amicably, the dispute shall be settled by arbitration in Taipei City, the Republic of China or any other place agreeable by the parties involved in such dispute, in accordance with Arbitration Laws of Taiwan, and shall be conducted in the Chinese Language. The number of arbitrators shall be three. The award rendered by the arbitrators shall be final and binding upon the affected parties.

FORCE MAJEURE

If this agreement or its obligations cannot be fulfilled due to the occurrence of events beyond our reasonable control, we shall not be liable to you, your users or any third party, including but not limited to acts of war or terrorism, natural disasters, failure of electricity supply, riots, civil unrest, or other force majeure events.

ASSIGNMENT

The Company shall have the right to assign/transfer this agreement to any third party including its holding company, subsidiaries, affiliates, associates, and group companies, without any consent of the User.

FEEDBACK CONTACT

We welcome feedback, comments, and suggestions for improvements to the Services (“Feedback”). You can submit Feedback by emailing us at info@pxcode.io.