

PingPong API User Services Agreement

Thank you for using PingPong API. This Agreement is concluded between PingPong Global Solutions Inc. (“PingPong” or “we”) and the user (“you”) with regard to PingPong API.

In order to use PingPong API services, you should read and comply the PingPong API User Service Agreement (this “Agreement”). Before accepting this Agreement, please carefully read its entire content. If you do not agree with any content of this Agreement, or if you cannot accurately understand the terms, please immediately stop it and contact PingPong customer service. By clicking “[]” on the web page, it means that you agree to accept all the clauses stipulated in this Agreement and all existing and subsequent rules, page displays, operation procedures, announcements or notices in connection with this Agreement (collectively “rules”), and PingPong has the right to modify this Agreement and the rules at any time with immediate effect. You can view the latest version of the user agreement on PingPong API website. If you continue to use PingPong API services after the user agreement modifies, it shall be deemed that you agree to such modification.

1. Using Our APIs

- 1.1 Permitted Access. You will only access (or attempt to access) an API by the means described in the documentation of that API. If PingPong assigns you developer credentials (e.g. client IDs), you must use them with the applicable APIs. You will not misrepresent or mask either your identity or your API Client's identity when using the APIs or developer accounts.
- 1.2 API Limitations. PingPong may set and enforce limits on your use of the APIs (e.g. limiting the number of API requests that you may make or the number of users you may serve), in our sole discretion. You agree to, and will not attempt to circumvent, such limitations documented with each API. If you would like to use any API beyond these limits, you must obtain PingPong's written consent.
- 1.3 Open-source Software. Some of the software required by or included in our APIs may be offered under an open-source license. Open-source software licenses constitute separate written agreements. For certain APIs, open-source software is listed in the documentation. To the limited extent the open-source software license expressly supersedes this Agreement, the open-source license instead sets forth your agreement with PingPong for the applicable open-source software.
- 1.4 Compliance with Law, Third Party Rights, and Other PingPong Terms of Service. You will comply with all applicable law, regulation, and third party rights (including without limitation laws regarding the import or export of data or software, privacy, and local laws). You will not use the APIs to encourage or promote illegal activity or violation of third party rights. You will not violate any other terms of service with PingPong (or its affiliates).
- 1.5 Subsidiaries and Affiliates. PingPong has subsidiaries and affiliated legal entities around the world. These companies may provide the APIs to you on behalf of PingPong and the this Agreement will also govern your relationship with these companies.
- 1.6 API Monitoring. The APIs are designed to help you enhance your websites and applications ("API Client(s)"). YOU AGREE THAT PINGPONG MAY MONITOR USE OF THE APIS TO ENSURE QUALITY, IMPROVE PINGPONG PRODUCTS AND SERVICES, AND

VERIFY YOUR COMPLIANCE WITH THE AGREEMENT. This monitoring may include PingPong accessing and using your API Client, for example to identify security issues that could affect PingPong or its users. You will not interfere with this monitoring. PingPong may use any technical means to overcome such interference. PingPong may suspend access to the APIs by you or your API Client without notice if we reasonably believe that you are in violation of this Agreement.

- 1.7 Privacy Protection. By using our APIs, PingPong may use submitted information in accordance with our Privacy Policy.
- 1.8 User Privacy. You will comply with all applicable privacy laws and regulations including those applying to API. You will provide and adhere to a privacy policy for your API Client that clearly and accurately describes to users of your API Client what user information you collect and how you use and share such information (including for advertising) with PingPong and third parties.

2. Prohibitions and Confidentiality

2.1 API Prohibitions

When using the APIs, you shall not (or allow those acting on your behalf to):

- (1) Sublicense an API for use by a third party. Consequently, you will not create an API Client that functions substantially the same as the APIs and offer it for use by third parties;
- (2) Interfere with or disrupt the APIs or the servers or networks providing the APIs;
- (3) Perform an action with the intent of introducing to PingPong products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature;
- (4) Remove, obscure, or alter any PingPong terms of service or any links to or notices of those terms; or
- (5) Reverse engineer or attempt to extract the source code from any API or any related software, except to the extent that this restriction is expressly prohibited by applicable law.

2.2 Confidentiality

- (1) Developer credentials (such as passwords, keys, and client IDs) are intended to be used by you and identify your API Client. You will keep your credentials confidential and make reasonable efforts to prevent and discourage other API Clients from using your credentials. Developer credentials may not be embedded in open source projects.
- (2) Our communications to you and our APIs may contain PingPong confidential information. PingPong confidential information includes any materials, communications, and information that are marked confidential or that would normally be considered confidential under the circumstances. If you receive any such information, then you will not disclose it to any third party without PingPong's prior written consent. PingPong confidential information does not include information that you independently developed, that was rightfully given to you by a third party without confidentiality obligation, or that becomes public through no fault of your own. You may disclose PingPong confidential information when compelled to do so

by law if you provide us reasonable prior notice, unless a court orders that we not receive notice.

3. Intellectual Property

- 3.1 Ownership of Intellectual Property. The intellectual property of all the contents (including but not limited to web pages, texts, pictures, audio, video, charts) provided by PingPong regarding PingPong API are the property of PingPong. Unless otherwise stated, the copyrights, patent rights and other intellectual property rights of the software based on which PingPong provides PingPong API services are owned by PingPong or relevant right holders.

The above and any other intellectual property rights to the contents contained in PingPong API are protected by law, and no one may use or create related derivative works in any way without the written consent of PingPong or relevant rights holders.

- 3.2 Promotional and Marketing Use. In the course of promoting, marketing, or demonstrating the APIs you are using and the associated PingPong products, PingPong may produce and distribute incidental depictions, including screenshots, video, or other content from your API Client, and may use your company or product name. You grant us all necessary rights for the above purposes.

4. Termination

- 4.1 Termination. Either party may stop using our APIs at any time with or without notice. Further, if you want to terminate this Agreement, you must provide PingPong with prior written notice and upon termination, cease your use of the applicable APIs. PingPong reserves the right to terminate this Agreement with you or discontinue the APIs or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you.
- 4.2 Your Obligations Post-Termination. Upon any termination of this Agreement or discontinuation of your access to an API, you will immediately stop using the API, cease all use of the PingPong's intellectual property, and delete any cached or stored content that was permitted by the cache header under this Agreement.

5. Liability for our APIs

- 5.1 Warranties. EXCEPT AS EXPRESSLY SET OUT IN THE TERMS, NEITHER PINGPONG NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC WARRANTY ABOUT THE APIS. WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT ACCESSED THROUGH THE APIS, THE SPECIFIC FUNCTIONS OF THE APIS, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE APIS "AS IS".

- 5.2 Limitation of Liability. WHEN PERMITTED BY LAW, PINGPONG, AND PINGPONG'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA; FINANCIAL LOSSES; OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF PINGPONG, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM UNDER THE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU

PAID US TO USE THE APPLICABLE APIS (OR, IF WE CHOOSE, TO SUPPLYING YOU THE APIS AGAIN) DURING THE SIX MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

IN ALL CASES, PINGPONG, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY EXPENSE, LOSS, OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

- 5.3 Indemnification.** Unless prohibited by applicable law, you will defend and indemnify PingPong, and its affiliates, directors, officers, employees, and users, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:
- (1) your misuse or your end user's misuse of the APIs;
 - (2) your violation or your end user's violation of this Agreement; or
 - (3) any content or data routed into or used with the APIs by you, those acting on your behalf, or your end users.

6. General Provisions

- 6.1 **Modification.** We may modify this Agreement or any portion to, for example, reflect changes to the law or changes to our APIs. We'll post notice of modifications to this Agreement within the documentation of each applicable API, to this website. Changes will not apply retroactively and will become effective immediately upon notifying you. If you do not agree to the modified this Agreement for an API, you should discontinue your use of that API. Your continued use of the API constitutes your acceptance of the modified Agreement.
- 6.2 **Severability.** If any provision of this Agreement is invalid or unenforceable in whole or in part for whatsoever reasons, the remaining of this Agreement shall remain valid and binding.
- 6.3 **Governing law.** This Agreement and your use of the Service will be governed by the laws of the State of California, U.S.A. without regards to its conflict of laws. To the extent permitted by federal law, the laws of the State of California will apply in the absence of applicable federal law. The state and federal courts in San Mateo County, California USA will be the exclusive jurisdiction and venue for all legal proceedings under this Agreement.
- 6.4 This Agreement constitutes an integral part of the PingPong Services Terms and Conditions. For matters not covered in this Agreement, the PingPong Services Terms and Conditions and related rules agreed upon the activation of your PingPong account shall be binding. If there is any conflict between this Agreement and the PingPong Service Terms and Conditions and related rules, this Agreement shall prevail.