

Network Advertising Publishing Service Agreement

Updated: January 16, 2024

Preamble:

You are aware that by confirming the content of this agreement, a contractual relationship will be established between you and Blue Vision Interactive Limited and its affiliated companies (hereinafter collectively referred to as the "Company"). Please carefully read the content of this agreement. By clicking "confirm", and using Luban platform, you agree to be bound by the terms of this agreement and are willing to assume the obligations and legal responsibilities under this agreement.

If you are under 12 years old, you may not use the services of the Company. If you are between 12 and 18 years old, your parent or guardian (on their own behalf and as your representative) must agree to this agreement for you to use our services.

If you represent a company, partnership, organization, government, or other entity ("Your Organization") using our services, you promise and warrant that your operating entity is a legally registered and validly existing legal entity. You must ensure that you are authorized to act in this manner and to bind Your Organization to the terms of this agreement. If any losses occur due to the authorization mentioned above, you are solely responsible, and the Company bears no responsibility. In such cases, "you" will include Your Organization.

Media platforms refer to a collective term for advertising delivery platforms, including but not limited to Facebook, Google, TikTok for business, Twitter, and others.

1. Cooperation Period:

1.1 Contract Period: This agreement is effective from the moment you click the confirm button (virtual confirm button in software development features) until you no longer use the Company's services. During the term of this agreement, both you and the Company will be bound by the terms of this agreement and assume related legal responsibilities.

2. Cooperation Content and Fees

2.1 You use the Company's Luban system for advertising media placement activities on media platforms, and the advertising cooperation fees paid to the Company will be based on actual received records. You acknowledge that only the advertising account you applied for on the Luban platform can be used for your ad placements.

2.2 Both parties confirm that in case of any inconsistency between your or your client's settlement data and the settlement data provided by the media platform, the media platform's data or reports shall prevail.

2.3 Payment Method: You will pay the advertising cooperation fees to the Company in advance. In principle, the entire consumption amount for advertising placement should fall within the range of your prepaid amount. If, for various reasons, your actual consumption exceeds the prepaid range, you should pay the outstanding amount to the Company within [5] working days after the consumption is completed.

All monetary units in this contract are in US dollars, and you should make payments in US dollars.

2.4 If the Company provides you with special advertising service support during the cooperation period, both parties shall separately negotiate advertising service fees.

2.5 Refund Policy:

2.5.1 If your payment channel is a bank wire transfer in USD to Company's bank account, the balance can be refunded to your designated USD bank account as stipulated in the contract, with a refund period of 45 working days.

2.5.2 If you use Alipay/WeChat to pay in RMB through Luban product and apply for a refund within one year from the payment date, you can request a refund, with a refund period of 45 working days.

2.5.3 If your payment order exceeds the refund time (i.e., the refund application time exceeds one year from the payment date) or you have other payments not covered by the above methods, you can refund the amount through the USD bank account specified in the contract. Apart from this method, no other refunds can be processed.

2.5.4 For the above three types of refund applications, a service fee of 10% of the refund amount will be charged, with a maximum of \$100.

2.5.5 After the refund, the first party shall not raise any retracement or disputes against the second party regarding this agreement, including but not limited to not making the same refund request again or continuing to use the Luban system for recharging and placement.

3. Rights and Obligations of Both Parties

3.1 You must ensure that the content you provide, including but not limited to images, text, fonts, videos, audios, etc., does not violate any laws, nor does it harm the legitimate rights and interests of any third party. It must also comply with the advertising guidelines, service rules, requirements, privacy policies, and all other regulations of the media platform. You must ensure that the page or download data pointed to by the links corresponding to the services provided in the advertisements you provide is true, accurate, and objectively existent, without invalid or illegal links. Any disputes, claims, or disputes arising from such content are unrelated to the Company, and you are obliged to provide the Company with full and adequate compensation if the Company suffers any loss as a result.

3.2 If any complaints, lawsuits, administrative investigations, or other disputes arise between you and a third party due to the performance of this agreement, it is unrelated to the Company. You acknowledge that only the advertising account you applied for on the Luban platform can be used for your ad placements. Any disputes arising from the use of advertising accounts opened or recharged by other institutions or third parties are unrelated to the Company.

3.3 The advertising cooperation fees you pay will be recharged directly to your Luban wallet or advertising account according to your needs. Except as otherwise agreed in this contract, the recharged amount will not be refunded, but the Company may assist you in consuming the account balance as soon as possible, within the scope allowed by the media platform.

3.4 You hereby confirm that you will not demand a refund of unspent recharge amounts in any form. If you unilaterally terminate this agreement for any reason, you should bear the loss, and if this causes a loss to the Company, you should compensate the Company for the entire loss.

3.5 In case of special circumstances, subsequent email correspondence between both parties shall be considered as a supplementary part of the contract.

4. Breach of Contract Liability

4.1 Both parties shall exercise their rights, fulfill their obligations, and ensure the smooth performance of this contract. Any party failing to fully and timely fulfill its obligations shall be held responsible for the breach. If it causes losses to the other party, it shall compensate the other party for the direct economic losses suffered.

4.2 If you and your organization fail to pay the advertising consumption costs exceeding the prepaid range specified in this contract and the "Advertising Publishing Contract" within the payment period stipulated in this contract and the "Advertising Publishing Contract," you shall pay the Company a daily late payment fee of 0.0065% of the total overdue amount from the date of default. The Company has the right to unilaterally decide and act without assuming any legal responsibility in the following cases: if you and your organization are overdue for an equal or more extended period of 3 natural days (hereinafter referred to as "such behavior"), the Company has the right to unilaterally terminate this contract and other advertising-related contracts signed by both parties, and freeze, suspend, or clear your advertising account opened on the platform. If the Company incurs any losses due to such behavior, you and your organization should bear compensation liability.

5. Special Disclaimer Clause

5.1 Both parties unanimously agree: If the advertisements placed in your account violate the advertising guidelines, privacy policies, or usage rules, procedures, or agreements of the media platform or this contract, the account will be deemed excluded. For each occurrence of account exclusion, the media platform and/or the Company have the right to reset the excluded account to zero. If you engage in improper operations leading to penalties from the media platform, you shall bear the adverse consequences of such penalties alone. In case of severe circumstances resulting in additional fines imposed by the media platform on the Company, you shall be liable for compensation. Furthermore, the Company has the right to deduct the said fine directly from your account balance. If the account balance is insufficient, the Company reserves the right to continue seeking recovery from you.

6. Audit

6.1 Based on the foundation of friendly cooperation between both parties, during the performance of this contract and within 5 years after its termination, you shall actively cooperate with third-party audits or investigations commissioned by the Company (including but not limited to cooperating with the Company's audit confirmation letter responses, providing relevant invoices, records, documents, and materials related to this contract, conducting interviews with your management personnel and employees, etc.).

6.2 Within 5 years after the termination of this contract, you shall retain all documents, correspondence, data, accounts, reports, records, receipts, and other materials related to the performance of this contract.

7. Force Majeure

7.1 Force Majeure: Refers to objective circumstances that were unforeseeable when both parties entered into this contract, and its occurrence and consequences are insurmountable and unavoidable. This includes but is not limited to: (1) natural disasters such as floods, hailstorms, tsunamis, typhoons, droughts, and fires; (2) government or party actions, such as policies, laws, regulations, and new measures enacted by government authorities or ruling parties that render this contract unenforceable; (3) social anomalies such as riots, wars, and strikes (excluding internal labor disputes between both parties) leading to non-performance or delayed performance; (4) any circumstances affecting normal network operations, including hacker attacks, computer viruses, impacts caused by telecom sector technical adjustments, and temporary closures due to government regulations.

7.2 In the event of the aforementioned force majeure circumstances, the obligations of both parties under this contract will be suspended within the scope and duration of the force majeure impact. Neither party will be held liable for losses or damages arising from the non-performance of the above obligations during this period. However, the affected party must promptly notify the other party in writing and provide relevant supporting documents.

8. Applicable Law and Dispute Resolution

8.1 The establishment, effectiveness, execution, interpretation, and dispute resolution of this contract shall be governed by the relevant laws of the People's Republic of China.

8.2 In the event of disputes arising from the establishment, effectiveness, execution, and interpretation of this contract, both parties shall first attempt to resolve them through negotiation. If negotiation fails, all parties agree to submit the dispute to the Beijing Arbitration Commission for arbitration. The place of arbitration shall be Beijing, and the language of arbitration shall be Chinese.

9. Notification

9.1 All notifications, letters, and communication of execution details during the performance of both parties should be sent to the email and contact information confirmed between you and the Company, including but not limited to orders, confirmations, settlement and payment confirmation materials, and any other business-related emails.

9.2 You fully understand and agree that the Company has the right to adjust this agreement. In the event of such adjustments, notifications or updates from the Company shall be considered authoritative.

9.3 This agreement is not a set of standard terms issued by either party but a mutual agreement reached through thorough communication and negotiation between you and the Company.