

## **Online Purchase (Subscription) Fixed Term Authorize Agreement**

This Online Purchase (Subscription) Fixed Term Authorize Agreement (hereinafter referred to as this “Agreement”) is entered into between PenPower Technology Co., Ltd. (hereinafter referred to as “PenPower” or “Our Company”) and You, the User (including individual or legal entity)

This Agreement will grant the User a license to use its WorldCard Team software (hereinafter referred to as “the Software”) and subject to the terms and conditions specified in this Agreement.

The effective date of this Agreement shall be the date of the confirmation of subscription agreement which provided by PenPower or the date of renewal of such subscription agreement.

### **Article 1: Purchase (Subscription)**

1. The portal site of the Software will provide the detailed information for the plans of subscription. Once the User completes the subscription or renews subscription, it means the User agrees the terms and conditions for the plans of subscription.
2. The User shall pay in accordance with the plan of subscription:
  - (1) The price for prepay plan won't be raised within the subscription period.  
The subscription price will subject to the price published on the portal site of the effective date of subscription or the date of renewing subscription. All price may be vary while renew subscription. The Platform reserves the right to change the price.
  - (2) The User may choose auto renewal subscription or termination when expiration. Auto renewal subscription will be default option and the User may change at any time within the subscription period.
3. Price is exclusive of taxes; The User should pay for business tax in accordance with this Agreement and the related tax laws and regulations that PenPower is entitled to collect the payable tax from the User. The User shall be liable to pay any other payable tax. If any payment made by the User to PenPower is required to be withheld in accordance with tax laws and regulations, the User may deduct the withholding tax from the amount payable to PenPower and pay the tax withholding to the appropriate tax authority, provided that, the User must immediately obtain the official receipt of such tax withheld and such other documents as may reasonably be required by PenPower and provide them to PenPower for the purpose of applying for a deduction or refund of overseas tax.

## Article 2: Use of the Software

1. Authorized use: PenPower authorize the User the right to use the Software. The User may only use the Software in accordance with the terms and conditions of this Agreement. User shall not reverse engineering, disassemble, decompile the software of the Platform or violation the restrictions of regulation of circumvention technology. User shall further not stop, modify or otherwise attempt to circumvent any mechanism established for the use of online services by the User.
2. The User shall not license, rent, lend, resell, transfer, share, or in the form of server services, the whole or part of right to use the Software to third parties with a paid or gratuitous basis.
3. The User agrees and guarantees it may not use the Software to perform acts that may infringe upon the rights and interests of others or violate the law, including but not limited to:
  - (1) To post, upload, publish, and transmit any defamatory, abusive, threatening, offensive, indecent, obscene, false, contrary to public order or good moral, or otherwise illegal words, pictures or any form of file in this service,
  - (2) To infringe other's reputation, privacy rights, trade secrets, trademark rights, copyrights, patent rights, other intellectual property rights and any other rights.
  - (3) To breach the duty of confidentiality under the law and / or the agreement.
  - (4) To use the services in another person's name fraudulently
  - (5) To upload, post, transmit or spread any information containing computer viruses or any code which may interrupt, destroy or restrict the function of a computer's software and / or hardware.;
  - (6) To engage in illegal transactions or post false, inducing or abetting messages of crime;
  - (7) To sell weapons, narcotic drugs, Banned drugs, pirated software, and / or any other contraband.
  - (8) To provide gambling information or in any way inducing or abetting others to participate in gambling.
  - (9) To spam advertising message, spam message, chain letters, illegal multi-level marketing messages and so on.
  - (10) To harm a minor in any way.
  - (11) To identify false source of information or interference in any way with source of transmission
  - (12) To interfere or interrupt the service, sever, or the network connected to the service, or violate related requirements, procedures, policies and rules connected to the service including but not limited to the use of any device,

software and/or deliberately circumvent the restrictions in any robot exclusion headers on the Platform.

- (13) To provide any material or direct and/or indirect support or resources for terrorist acts
- (14) To track and/or otherwise disturb others and/or collect or store others personal information for foregoing purpose.
- (15) Other misconduct as determined by PenPower with reasonable cause.

If the User violates the obligations and undertakings of this article, PenPower has the rights to suspend or terminate the User's account and refuse the User to use the Software.

- 4. The User agrees and guarantees it may not use the Software to perform acts that may infringe upon the rights and interests of PenPower or others or violate the law.

#### Article 3: Period, Terminate and Postponed

- 1. This Agreement shall become ineffective due to expiration, termination or failure of renewal subscription, subject to the earlier date of occurrence.
- 2. The User may terminate subscription at any time during the period, however, no refund for the prepaid fees for the use of the Software will be made to the User, whether the termination made by the User or by PenPower under this Agreement
- 3. In the event of any following circumstances, PenPower shall have the right to terminate the User's right to use the Software: (1) the User materially breaches the obligations of the Article 2; (2) the User fails to pay the payable amount under this Agreement. PenPower will give a reasonable period notice to the User prior to terminate. If the user fails to adequately explain and resolve the cause of termination within the aforementioned period of time, PenPower shall immediately terminate the User's account and delete user's data without any retention period.

#### Article 4: Intellectual Property Rights and Warranty against Defects

- 1. All contents of the Software, including but not limited to words, software, sound, pictures, video, diagram, structure of the website, layout of website images and design of the website shall belong to PenPower or other right holder who owned the intellectual property rights including but not limited to copyrights, trademark rights, and patent rights. Without the written consent of PenPower or other right holder, the User shall not use, modify, copy, transmit, amend, distribute, publish or reveal related content. In case of violation, the User shall be liable for any damage and loss caused to PenPower or other right holder.

2. The Software are developed and designed by PenPower without plagiarism, counterfeiting, excerpts or adapting from the same or similar functional software of others or otherwise infringement of the copyright of others. If a third party claims the rights and such claim is affirmed by a court judgment, PenPower agrees to compensate the User the actual loss within limit of the amount actually paid by the User.
3. The Software conforms to the published specifications of PenPower and can be used normally. But any problem arising from accident, misuse or use of the product in a manner inconsistent with the provisions of this Agreement or PenPower's guidelines, or caused by events beyond PenPower's reasonable control shall not be covered under the warranty against defect. The warranty against defect shall not apply to the problem caused by failure to meet the minimum requirements of the system.
4. Except as expressly provided in this Agreement, PenPower disclaims all other expressed, implied or statutory or otherwise warranties, including warranties of merchantability or fitness for a particular purpose.
5. If a third party accuses the Software infringing upon the third party's patent rights, copyrights or trademark rights or illegally using of its trade secrets and any action or proceeding is brought against the User, PenPower will assist the User to raise a defense or explanation. However if any action or proceeding is brought against PenPower by reason of the User's infringement upon patent rights, copy rights or trademark rights of a third party, or intentionally illegal use of its trade secrets when using the Platform and its software, the User is obligated to assist PenPower to raise a defense or explanation.

#### Article 5: Limitation of Liability

1. All claims against the User arising out of this Agreement shall be limited to direct loss, and the maximum amount claimed shall not exceed the amount paid by the User under this Agreement during the 12 month period preceding the date on which the claim arose.
2. Neither party shall be liable to the other party for any loss of income or indirect, special, incidental, consequential, punitive or exemplary damage, or for any damage arising from loss of profit, revenue, business interruption or business information lost, even if the party had been advised the possibility of such damages or if such damages are reasonably foreseeable.

#### Article 6: Miscellaneous

1. PenPower reserves the right to change the related terms and conditions at any time. The User must visit the Platform on regular basis to ensure you understand the latest related terms and conditions of use of the platform.
2. PenPower reserves the right to update and adjust the specifications of the Software at any time.
3. In order to use the service, the User should agree to the following:
  - (1) According to the instruction of the Platform, the User shall provide the correct, latest and complete personal information.
  - (2) Maintain and update the User's information to ensure such information is correct, latest and complete.If the User provides any incorrect, false or incomplete information, PenPower has rights to suspend or terminate the user account and decline the User to use whole or part of services.
4. The User shall not assign the whole or part of right under this Agreement or transfer the right of use.
5. If any portion of this Agreement is held by a court to be unenforceable, the remainder of articles set forth herein shall remain in full force and effect.
6. PenPower's failure to execute any article of this Agreement shall not be deemed to be a waiver of PenPower's right under this Agreement.
7. Nothing contained in this Agreement shall be construed to be or create an agency, partnership or joint venture between PenPower and the User.
8. This Agreement shall be governed by the law of Taiwan (R.O.C.). Both parties agree that any legal action arising out of this Agreement shall be brought to Taiwan HsinChu District Court. The consent of this jurisdiction shall not prohibit either party from seeking a remedy of security proceedings or temporary injunction in the appropriate jurisdiction in respect of an infringement of intellectual property rights
9. Neither party shall be liable for the non-performance caused by events beyond the control of the party, for example fire, explosion, power outage, earthquake, flood, storm, strike, embargo, labor dispute, civil or military institution action, war, terrorist attacks (including internet terrorist attacks), natural disasters, acts or omissions of ISP, any acts or omissions of management or government institute (including the passage of laws, regulations or other government acts that affect the provision of online services).
10. This Agreement is the entire agreement between the parties in relation to the subject matter of this Agreement and supersedes any prior or concurrent communication.

11. If the User accepts the terms and conditions of this Agreement on behalf of a legal subject, it means that the User has the authority to sign this Agreement on behalf of such legal subject.
12. Any notification to the User under this Agreement should be given in written and the date of receipt at that address, the date of indicated by the courier, the date of e-mail transmission, or the date of shown on the courier slip or fax confirmation letter shall be deemed to be the date of delivery.

Any notification by the User to PenPower shall be sent to address as below:

7F., No.47, Ln. 2, Sec. 2, Guangfu Rd., East Dist., Hsinchu City 300, Taiwan (R.O.C.)

Any notification to the User shall be sent to the contact address disclosed in the user account. PenPower is able to send notifications and other information to the User by e-mail or other electronic means.

#### **About the contract, the subscription and its explanation.**

Subscription Period (one month/one year)

Subscription Period is count by calendar days, which means from the effective date till the day before. For example, subscript on the 5th of Jan for one month, the period will count from 5th of Jan till 4th of Feb.