

## Data Usage Agreement of Zhiyuan Enlightenment Platform

Effective date: April 13, 2021

### Preface

Welcome to the Beijing Zhiyuan Artificial Intelligence Research Institute (hereinafter referred to as "we" or "Zhiyuan") operated by Data platform (including: Zhiyuan Enlightenment Platform, hereinafter referred to as "Platform"). The platform will be users (below (Referred to as "you")) to provide data application and download services.

In order to help us retain the corresponding rights and regulate your use behavior, we have formulated this agreement. The Association The discussion refers to the products and/or services provided by you and us on the platform (hereinafter referred to as "the products and/or services Services) related rights and obligations stipulated. You need to read carefully before using the products and/or services of this platform Read and fully understand this agreement and other related agreements (including but not limited to: Wudao platform privacy policy) If you do not agree to be bound by these terms of service, you should stop using the platform's products and/ Or service. When you use the products and/services of this platform, you are deemed to have carefully read all the contents of this agreement. Content, have known, understood and accepted the content agreed upon in the terms of the agreement, and agreed to use it as the confirmation of bo The terms of service based on rights and obligations have legal effect on you and Beijing Zhiyuan Artificial Intelligence Research Institute.

Zhiyuan reserves the right to amend this agreement from time to time. We will publish the revised agreement on the website, and we will You will no longer be notified separately, please follow and check it at any time. If the revised content will cause your legal rights If the impact is significant, Zhiyuan will notify you through the method described in Article 9.1 of this agreement. You fully understand and agree If you continue to use the platform's products and/or services after the revised agreement is announced, you will be deemed to be the same Agreed to the revised agreement. If you do not accept the updated agreement, please do not use the products and/or services of this platform Service.

Remind you that you must not use the data or other services provided by this platform for commercial purposes for any purpose If found, we will reserve the right to hold you accountable for breach of contract, due to your improper use of Any loss caused by a third party shall be borne by you.

If you have any doubts or need to consult other related matters in the process of reading this agreement, you can go through this agreement. Please contact us in the manner described in Article 10, and we will answer you as soon as possible.

### 1. User access qualification requirements

#### 1.1 For the purpose of ensuring data security and Zhiyuan's normal business operations, some of our platforms

It may only be open to registered users, you need to follow the registration path announced on our official website.

Register and you should carefully read the corresponding registration agreement and submit the registration information truthfully.

After completing the registration, you can use the corresponding products and/or services of this platform.

#### 1.2 You understand and agree that we reserve the right to increase user access restrictions at any time, including but not limited to

Yu: When there are new requirements in laws and regulations, when Zhiyuan changes for reasonable operation purposes, etc.

### 2. Service content

#### 2.1 You can browse and download data through our platform, and we will provide you with data

According to the introduction, the data application download service. For the specific service form and content, please refer to Zhiyuan Off

Supply the actual situation of the product.

#### 2.2 The rights you enjoy under this agreement are subject to this agreement, unless laws and regulations provide otherwise,

You should use the products and/or services of this platform in strict accordance with the agreement.

### 3. Intellectual Property

#### 3.1 Except as otherwise provided in this agreement, all content on the platform, including but not limited to text, pictures, audio

Video, video, graphics, files, information, data, site structure, site screen arrangement, web page

The design, software, technology, and procedures are all owned by Zhiyuan or other right holders in accordance with the law.

Including but not limited to trademark rights, patent rights, copyrights, trade secrets, etc. Non-intellectual or other rights

Liren agrees in writing that no one may arbitrarily (including but not limited to

"Spider" and other programs or equipment) using, modifying, copying, publicly disseminating, changing, distributing, mirroring,

Publish or publicly publish the program or content of the Zhiyuan website, or the interface or technical materials in the platform

Decompose, reverse engineer, decompile, modify, and adjust separately or as a whole.

#### 3.2 Except as otherwise provided in this agreement, we will grant you personal, limited, non-exclusive, non-commercial

Is limited to the territory of the People's Republic of China (to avoid ambiguity, it does not include Hong Kong, Macau, and Taiwan).

Wan), can be terminated at any time and can't be redistributed, are limited to you in accordance with the clause of this agreement.

Access and use the products and/or services of this platform as agreed in Section 2 "Service Content".

#### 3.3 You understand and agree that Zhiyuan does not guarantee that the data provided by this platform will not infringe any third party's work.

Intellectual property rights, patent rights, trade secrets, or other legitimate rights and interests, if the above-mentioned data involves

If suspected of infringing on the legal rights and interests of a third party's intellectual property rights, Zhiyuan has the right to immediately ter

For the products and/or services of this platform of the right, Zhiyuan shall not be responsible for any losses and liabilities caused thereby.

#### 3.4 Under no circumstances should you privately use our services, including but not limited to "Zhiyuan", etc.

Any trademark, service mark, trade name, domain name, website name or other distinctive brand features, etc. (the following Collectively referred to as "identification"). Without the prior written consent of Zhiyuan, you may not use the aforementioned logo in this clause. Display, use or apply for trademark registration, domain name registration, etc. alone or in any combination, nor may it be implemented to express or imply to others the right to display, use, or other rights to deal with these logos. Due to your violation of this agreement, the use of the above-mentioned trademarks and logos of Zhiyuan to cause losses to Zhiyuan or others, you bear all legal responsibilities.

#### 4. Your rights and obligations

4.1 You have the right to obtain all the data provided by this platform for free, and enjoy the non-exclusive right to use the data.

You are free to copy, publish, use, disseminate and share data without discrimination, but the Association shall have the right to require you to bear responsibility for breach of contract. Unless otherwise agreed by the agreement.

4.2 You must not use the data on this platform for any commercial or profitable purpose. We will keep to you

The right to track and review the use of data, once it is found that you have used the data on this platform for commercial purposes. We have the right to require you to bear responsibility for breach of contract. Due to your illegal use of the data, if the three parties cause any loss or impact, you shall bear all the liability for compensation.

4.3 You should indicate the data source, original source, and author in the results produced by using the data on this platform

(If any), and the date of download from the platform.

4.4 All kinds of applications and services that you develop based on the data of this platform shall comply with relevant laws, regulations and regulations

The provisions of the chapter shall not be used in any case that may endanger national security and social public interests, or infringe commercial

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Secrets and personal privacy or other improper uses. With third parties due to your improper use

The consequences caused by disputes or violations of laws and regulations shall be borne by you. We will keep to you the right to hold you accountable.

4.5 You should abide by the relevant laws, regulations and rules of the People's Republic of China on Internet management, and

All network protocols, regulations and procedures related to the products and/or services of this platform. You must not misrepresent or falsify the data obtained from this platform, and do not use any method to affect the security and operation stability of this platform. Destroy qualitatively, and shall not interfere or hinder the normal Internet services provided by this platform. If you send any illegal use of user accounts or security breaches, please inform this platform immediately.

4.6 In addition to the above restrictions, you hereby agree that you will not use or access the products of this platform for any of the following purposes and/or service:

- (1) Engaging in harmful, slanderous, threatening, abusive, harassing, infringing, vulgar, slanderous, hateful or other offensive or offensive activities;
- (2) Infringe on the privacy of others;
- (3) Exploiting children or harming minors in any other way;
- (4) Infringe on the legitimate rights and interests of this website or any other third party;
- (5) Interfering with or destroying the products and/or services of this platform and/or connecting with the products and/or services of this platform to connect to the server or network, or circumvent, disable or interfere with the security features on this website;
- (6) Stalking or harassing any third party in other ways;

(7) Other circumstances that violate laws and regulations or infringe on the legitimate rights and interests of third parties.

## 5. Disclaimer and limitation of liability

5.1 If Zhiyuan discovers or receives reports or complaints from others that you violated this agreement, Zhiyuan has the right to root

According to the nature of your behavior, taking measures including but not limited to suspending or terminating the platform's products and services. Measures such as investigating legal liabilities.

5.2 You fully understand and agree that Zhiyuan has the right to make reasonable judgments against violations of relevant laws and regulations or to

Deal with the prescribed behaviors, take appropriate legal actions against your violations of laws and regulations, and follow

According to laws and regulations, save relevant information and report to relevant departments, etc., and you shall bear the responsibility for all legal responsibilities.

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5.3 You fully understand and agree that due to your violation of this agreement or relevant laws and regulations,

You shall be solely responsible for any claims, demands or losses claimed by third parties, and you shall guarantee

Zhiyuan is free from any loss as a result; if Zhiyuan suffers any loss as a result, you should bear it to Zhiyuan

Full liability. You agree that Zhiyuan and its branches, affiliates, managers, agents

Institutions, employees, advertisers, licensors, suppliers or partners are exempt from any

Third party due to your use of the platform's products and/or services, violation of this agreement or any other related

You will bear full responsibility and compensate for claims caused by or in any respect related to your actions

Zhiyuan's expenses of all types and natures, including all claims, losses, damages (actual and subsequent

Damages), litigation, judgment, litigation fees and attorney fees. In this case, Zhiyuan will provide you with

Written notification of such claims or litigation. In all cases, Zhiyuan is

No liability is assumed for loss or damage that can be reasonably foreseen.

5.4 You acknowledge that if you violate laws and regulations or this agreement, you will cause irreparable damage to Zhiyuan

And the degree of damage will be difficult to determine. You fully understand and agree that if you violate the laws and regulations

Or this agreement causes Zhiyuan, other users or any third party to cause damage, causing any and all

Claims, requests, losses, responsibilities and expenses, you shall bear all the consequential damages on your own

Consequences and losses, including but not limited to fines, compensation, litigation fees, legal fees, etc., Zhiyuan's

We do not assume any responsibility.

5.5 You understand and agree that you will bear all risks of using the products and/or services of this platform. Honpei

Taiwan clearly states that it does not provide any express or implied guarantees and guarantees, including but not limited to:

(1) The products and/or services of this platform will meet your actual or specific needs or purposes;

(2) The accuracy, completeness or timeliness of the products and/or services of this platform;

(3) The products and/or services of this platform will be uninterrupted, uninterrupted, continuously stable or error-free error;

(4) The accuracy or availability of any results or information obtained by using the products and/or services of this platform Reliability

(5) Any errors, problems, failures in the products and/or services of this platform will be corrected

Or resolve

- (6) Any products, services or other internal products purchased or obtained through the products and/or services of this platform  
Content meets your expectations;

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- (7) Third-party services or external links in the products and/or services of this platform and the content they point to  
The accuracy, stability and completeness of;
- (8) The information you provide to Zhiyuan is not infringed in any way.
- 5.6 Any information downloaded through the products and/or services of this platform or obtained by other parties belongs to you  
Personally, you unilaterally assume that downloading such materials may damage your computer system or lose data.  
According to the risk. Any advice or information you get from the products and/or services of this platform, whether it's  
Oral or written information shall not be used as a guarantee or guarantee for matters not expressly stated in this agreement.  
certificate.
- 5.7 Due to force majeure, hacker attacks, system instability, network interruption, user shutdown, communication line  
Roads, defects in third-party services, government actions, etc. may cause the products and/or services of this platform to be  
Interruption, data loss, account loss, data damage in the account, and other losses or risks.
- 5.8 You understand and agree that Zhiyuan will not correct the direct, indirect, accidental, special,  
Responsible for secondary or punitive losses, including but not limited to profits, reputation, use, data parties  
Loss of surface or other intangible losses (even if Zhiyuan has been notified of the possibility of such damage  
Sex):
- (1) You use or cannot use the products and/or services of this platform;
- (2) Due to the purchase or acquisition of any goods, data, information through the products and/or services of this platform  
Information or services, receiving messages, or participating in transactions that result in the purchase of alternative goods and se  
cost;
- (3) Unauthorized access or modification of transmission content or data;
- (4) Any third party's statement or behavior related to the platform's products and/or services; or  
Other matters related to platform products and/or services.
- 5.9 You fully understand and agree that the products and/or services of this platform may be affected by a variety of factors,  
Including but not limited to your reasons, network equipment maintenance, network connection failure, network signal unrecovered  
Cover, network transmission delay or interruption, electronic terminal, communication or other system failure or error,  
Power failure, system instability, user shutdown, third-party service defect, strike, labor dispute  
Disputes, riots, riots, fires, floods, storms, explosions, wars, government actions, judicial actions  
Force majeure such as the order of the political agency, other force majeure or the omission of a third party, and  
Taiwan's products and/or services are planned/adjusted/revised and other reasons; the products and/or services of this platform are also

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May be affected by various security issues, such as other software you download and install or other  
 Other websites contain viruses, Trojan horses or other malicious programs, hacker attacks, which threaten your device  
 And data security, service interruption, data loss, damage, etc., which will affect the products of this platform and/  
 Or the use of services. Except that the laws and regulations clearly require Zhiyuan to bear the responsibility, due to the  
 Any loss caused to you by the reasons mentioned above shall be borne by you, and Zhiyuan shall not be liable for this.

5.10 You fully understand and agree that any related actions you use the platform's products and/or services

Any obligations, responsibilities and consequences arising should be borne by you.

5.11 You agree (and should obtain your user's prior consent) hereby to grant Zhiyuan free and permanent

, Irrevocable, non-exclusive rights and licenses to use you (and your

Users) logo, unit or behavior to promote your (and your users) use of this data

Use, including but not limited to any analysis, promotion,

Use and develop all or part of authorized content in promotion, advertising and/or related marketing. we

The scope of the exercise of rights includes but is not limited to all websites and applications that may appear at present or in the future

Programs and terminal equipment.

6. Service change, interruption and termination

6.1 On the premise of not infringing your legal rights and interests, Zhiyuan has the right to choose to issue or not to issue at any time

Notice to change, interrupt or terminate the provision of products and/or services of this platform, and also have the right to choose

Change, interrupt or terminate your use of the platform's products and/or services. If due to server or system

Need to suspend or terminate the entire platform's products and/or services for maintenance, upgrades, or other reasons.

For part or part of the content, Zhiyuan will make an announcement as far as possible in advance. If Zhiyuan permanently terminates the pr

Taiwan's products and/or services, Zhiyuan will report to the relevant software in advance before the termination of the platform's products

You agree that Zhiyuan does not need to notify you separately. Except where laws and regulations clearly require wisdom

In addition to the responsibility of the source, Zhiyuan does not need to cause any changes, interruptions and

Terminate any liability to you or any third party.

7. Term and termination

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7.1 The effective date of this agreement shall be the date on which you agree to this agreement or use the products and/or services of this platform

An earlier date, and no fixed period, unless terminated under the following circumstances:

(1) You lose capacity for civil rights or civil conduct, or lose the laws of other subjects

Authorization

(2) Zhiyuan terminates the provision of products and/or services on this platform for any reason;

(3) You no longer use the products and/or services of this platform;

(4) Other reasons leading to the termination of this agreement.

7.2 Both you and Zhiyuan can terminate this agreement without any reason. If you need to terminate this agreement, you

All data obtained from this platform must be deleted.

7.3 When the agreement is terminated for any reason, all the rights and licenses you obtain under this agreement are all

At the same time terminate. At that time, you will no longer be able to use any part of the platform's products and/or services.

7.4 After the termination of this agreement, Zhiyuan can still pursue you for violations in accordance with relevant laws and regulations and this agreement.

Responsibilities for acts against laws and regulations or violations of this agreement, the intellectual property rights and liability under this agreement.

The terms of liability, exemption and limitation of liability, application of law and dispute resolution are always valid.

7.5 Except as clearly stipulated in laws and regulations that Zhiyuan shall bear the responsibility, Zhiyuan does not need to be responsible for this agreement.

You or any third party shall be liable for the termination of Taiwan's products and/or services.

## 8. Dispute Resolution

8.1 The conclusion, validity, interpretation, performance, modification and termination of this agreement, access and use of the platform's products

Products and/or services, and dispute resolution are applicable to the mainland of the People's Republic of China (only for this Association).

The purpose of the discussion does not include the laws of Hong Kong, Macau and Taiwan).

8.2 For any disputes arising from access to and use of the products and/or services of this platform, all parties shall first approve

It can be resolved through friendly negotiation. If the negotiation fails, either party can submit an application to Haidian District, Beijing

The people's court filed a lawsuit. Any disputes arising from access to and use of the products and/or services of this platform

Or any dispute is under litigation, except for the matters in dispute, all parties should continue to exercise their respective

Other rights and fulfill their other obligations.

## 9. Other

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9.1 You fully understand and agree that any notice from Zhiyuan regarding the products and/or services of this platform can be

Send to you via any of the following channels (if applicable):

(1) The platform issues an announcement;

(2) Send an email to the email address you provided;

(3) Send SMS notification to the mobile communication number provided by you;

(4) The mailing address provided to you will be sent a written notice in the form of ordinary mail.

You are obliged to check any of the above notices. If the written notice is sent by ordinary mail, unless the recipient

To the contrary, the date of receipt indicated on the mailing receipt will be regarded as the date of delivery;

If the notice is issued in the same manner, the date of the notice will be deemed to have been delivered to you.

If any party's address or contact information is changed, the other party shall be notified in time. No

The notification in accordance with the contract address or contact information shall be deemed to have been delivered. If due to the electro

E-mail, mobile phone number, mailing address and other information are wrong, causing you not to receive relevant rules, communication

If you know, prompt and other information, all consequences and responsibilities shall be borne by you.

9.2 If any clause of this agreement conflicts with applicable laws and regulations,

The regulations shall prevail. If any clause in this agreement is invalid or unenforceable for whatever reason, its

It is removed from this agreement without affecting the implementation of other terms, and all parties shall have the same

The terms (or parts) that are effective, enforceable and best reflect the content and intent of this agreement  
Replace it. The remaining clauses in this agreement shall remain valid and fully legally bound  
force.

9.3 Without the prior written consent of Zhiyuan, you shall not transfer this agreement and its contents to any third party.

Any rights and obligations. Zhiyuan has the right to report to the son-in-law of Zhiyuan at any time without your consent.

The company or related parties transfer this agreement in whole or in part. Any transfer behavior that violates this agree  
it is invalid.

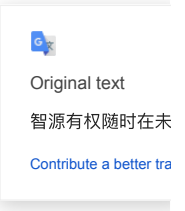
9.4 This agreement (including supplementary agreement, additional clauses and other related clauses) constitutes a relationship

All agreements and understandings on accessing and using the products and/or services of this platform will replace yo

Any and all prior agreements or understandings regarding the foregoing issues.

9.5 Unless Zhiyuan confirms and agrees in writing, Zhiyuan has not fulfilled any rights or terms in this agreement

The behavior does not constitute a waiver of related rights or terms by Zhiyuan.



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9.6 All the headings in this agreement are for reading convenience only. They have no actual meaning and cannot be used as the

Discuss the basis for interpretation of meaning.

9.7 Zhiyuan has the final right to interpret the terms of the agreement within the scope permitted by laws and regulations.

### 10. Contact us

Regarding questions about this agreement, you can contact Zhiyuan by letter or email to the following address:

Email: open@baai.ac.cn

Address: 5th Floor, Building B (Saier Building), No. 1 Yard, Zhongguancun, Haidian District, Beijing