

# PicShow Terms of Service

## PicShow Mobile Application Terms of Service

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Welcome to the PicShow mobile application, which is offered by PicShow (“PicShow”, “our” or “we”). Please read these Terms of Service (the “Terms”) and our Privacy Policy on <https://picshowapp.s3-us-west-1.amazonaws.com/privacyPolicy.pdf> because they govern your use of our slideshow video app, which is accessible via our mobile device application (“App”).

### Agreement to Terms

By using our App, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, do not use the App.

### Privacy Policy

Please refer to our Privacy Policy ([https://picshowapp.s3-us-west-1.amazonaws.com/PicShow\\_PrivacyPolicy.pdf](https://picshowapp.s3-us-west-1.amazonaws.com/PicShow_PrivacyPolicy.pdf)) for information on how we collect, use and disclose information from our users. You acknowledge and agree that your use of the App is subject to our Privacy Policy.

### Who May Use the App

#### Eligibility

You may use the App only if you are 13 years or older and are not barred from using the App under applicable law.

#### Feedback

We welcome feedback, comments and suggestions for improvements to the App (“Feedback”). You can submit Feedback to [picshow@163.com](mailto:picshow@163.com). You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

#### Content and Content Rights

For purposes of these Terms “Content” means text, graphics, images, software, photographs, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the App.

For the purpose of these Terms, "User Content" means photographs, videos, and works of authorship of any kind, added to the App by you.

## **Content Ownership, Responsibility and Removal**

PicShow does 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. Subject to the foregoing, PicShow and its licensors exclusively own all right, title and interest in and to the App and Content, including all associated intellectual property rights. You acknowledge that the App and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the App or Content, including User Content from other users. You shall abide by and maintain all copyright notices, information and restrictions contained in any Content accessed through the App.

By using the App, you may be exposed to certain Content from other App users that could be offensive, indecent or otherwise not in line with your expectations. You bear all risks associated with the use of any Content in connection with the App. You may notify PicShow of any User Content that you believe violates these Terms by emailing PicShow at [picshow@163.com](mailto:picshow@163.com)

## **Rights in Content Granted by PicShow**

Subject to your compliance with these Terms, PicShow grants you a limited, non-exclusive, non-transferable, non-sublicensable license to download, view, copy, display and print the Content solely in connection with your permitted use of the App.

## **Rights and Terms for Apps**

### **Rights in App Granted by PicShow**

Subject to your compliance with these Terms, PicShow grants you a limited non-exclusive, non-transferable, non-sublicenseable license to download and install a copy of the App on a mobile device that you own or control and to run such copy of the App solely for your own personal non-commercial purposes. You may not copy the App, except for making a reasonable number of copies for backup or archival purposes. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App; or (iv) make the functionality of the App available to multiple users through any means. PicShow reserves all rights in and to the App not expressly granted to you under these Terms.

## **Subscription**

You can subscribe for unlimited access to all features and content available within PicShow. Subscriptions are billed annually at the published rate. Alternatively, a one-time payment is available that is not a subscription.

Subscriptions auto-renew at the cost of the published rate, unless cancelled 24-hours in advance prior to the end of the current period. The subscription fee is charged to your iTunes account at confirmation of purchase. You may manage your subscription and turn off auto-renewal by going to your Account Settings after purchase. Per Apple policy, no cancellation of the current subscription is allowed during an active subscription period. Once purchased, refunds will not be provided for any unused portion of the term.

### **One-Time 'Forever' Payment**

A one-time license payment is available to access all features and content available within PicShow. Choosing this option grants you a perpetual, non-exclusive, non-transferable, non-sublicenseable license to access all features and content available within PicShow on your mobile device and current operating system version running at the time of license. There is no guarantee that PicShow features and content will be available on future devices or operating systems.

### **General Prohibitions and PicShow's Enforcement Rights**

You agree not to do any of the following:

- Post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances.
- Use, display, mirror or frame the App or any individual element within the App, PicShow's name, any PicShow trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without PicShow's express written consent;
- Access, tamper with, or use non-public areas of the App, PicShow's computer systems, or the technical delivery systems of PicShow's providers;
- Attempt to probe, scan or test the vulnerability of any PicShow system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by PicShow or any of PicShow's providers or any other third party (including another user) to protect the App or Content;
- Attempt to access or search the Site or Content or download Content from the App through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the

like) other than the software and/or search agents provided by PicShow or other generally available third-party web browsers;

- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation to App users;
- Use any meta tags or other hidden text or metadata utilizing a PicShow trademark, logo URL or product name without PicShow's express written consent;
- Use the App or Content, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the App or Content to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the App or Content;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing PicShow;
- Collect or store any personally identifiable information from the App from other users of the App without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

Although we're not obligated to monitor access to or use of the App or Content or to review or edit any Content, we have the right to do so for the purpose of operating the App, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Content to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the App. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

## **General Terms**

These Terms constitute the entire and exclusive understanding and agreement between PicShow and you regarding the App and Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between PicShow and you regarding the App and Content. If any provision of these Terms is held invalid or unenforceable (either by an arbitrator appointed pursuant to the terms of the "Arbitration" section above or by court of competent jurisdiction, but only if you timely opt out of arbitration by sending us an Arbitration Opt-out Notice in accordance with the terms set forth above), that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may

not assign or transfer these Terms, by operation of law or otherwise, without PicShow's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. PicShow may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. Any notices or other communications provided by PicShow under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) by posting to the App. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

PicShow's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of PicShow. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

### **Contact Information**

If you have any questions about these Terms or the App, please contact PicShow at [picshow@163.com](mailto:picshow@163.com)