

## **Terms of Use of WePub Mobile Application**

### **1. Intellectual Property Notices**

All content on WePub, besides those can be amendable in the backend system, including the logo, articles, other text and graphics are the intellectual property of Allua Limited. You may not reverse engineer, decompile, or disassemble any software except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

### **2. Age of Majority Required**

You must be 18 or older and legally able to be bound by a contract as a condition to receiving the ability to use WePub.

### **3. General Terms and Conditions**

We may modify the terms and conditions of this Agreement. Any modification will not in anyway compromise the privacy of your account's confidential information stored using our service. We will notify you of any material changes to this agreement by posting a notice on our web site and in the application for a reasonable period of time after such changes are made, that this agreement has been updated, and by changing the "Updated" date at the bottom of this agreement. Your further use of WePub or any tool or service that we provide to you subsequent to a change or modification of this Agreement is your express indication to us that you agree to be bound by any change or modification in this Agreement

You must provide correct and complete personal and business information as requested by us in the WePub registration process.

You are responsible for the security of your password and user ID.

You are responsible for all fees required for your license to use WePub and any and all other products, services and tools that we offer which you subscribe to.

Your published materials may not generate abuse complaints that, in our sole discretion, exceed industry norms.

We will cancel your account without prior notice if we determine that you are in violation of any of the terms and conditions of this Agreement.

You may not transfer this Agreement to any third party nor use our software to benefit any third party.

### **4. General Publication Rules and Guidelines**

The WePub system has been developed as a tool to enable you to communicate with your App Users. We do not hold any liability of how you use the system and the content you sent out.

All content sent out must comply with all relevant federal and state laws and all content must not violate any federal, state law, code, or regulation, whether criminal or civil in nature.

#### **You must follow the terms and conditions of our Terms of Use.**

The Terms of Use is incorporated by reference into this document as if fully set forth herein. Please review the Terms of Use frequently as we may update the contents of the Terms of Use at any time. By accepting this contract, you agree to follow the terms and conditions of the Terms of Use and you agree to regularly review the Terms of Use to see if the Terms of Use has been modified, changed or updated. We will not contact you if we modify or change the Terms of Use.

You agree to keep Allua Limited informed of your valid email address at all times. In the event that Allua

Limited should make any modification of this agreement, Allua Limited will send you an email addressed to the email address that you have provided us. Once we send an email notifying you of a change or modification to this agreement, you agree to be bound by any such change or modification, regardless of whether you have changed your email address or actually received the email notification. In the event that a complaint is received or an instance reported of an inappropriate content published by your company using WePub, Allua Limited will investigate claims of inappropriate contents published using the service. If Allua Limited determines that a user is employing the service to publish inappropriate contents, the account will be immediately terminated. By using our product you guarantee payment of this amount. You hereby authorize Allua Limited to charge your credit card account or via other agreed methods for any such amount as is necessary to equal such charges.

## **5. Special Content Provisions**

You agree to hold Allua Limited, its parent corporation, any assigns or partners, officers and staff, harmless and defend from any and all civil actions relating to your use or abuse of any WePub product or service. Content: Some content (both subject and body content) cannot be published through WePub under any circumstances. This includes the following but is not limited to:

- gambling
- betting
- pornography/adult content
- pharmaceutical
- promotion or sale of products or services that are deemed unlawful
- work-at-home offers promoting "get rich quick", "build your wealth" and "financial independence" offerings

If you are unsure about how this applies to your contents, please contact us before using the service.

WePub is a mobile publishing system services provider. We will not screen the contents you. Please make sure the way you use our systems or service is not violating your local and targeted market's registrations. Please seek proper legal opinions before you proceed. In the event of loss or damage on Allua Limited and/or its parent and/or its affiliate companies due to the improper or illegal use of our system and service, we will hold the user full liability.

## **6. Platforms and Targeted Devices**

We would not guarantee all functions of WePub can be run in a specific operation system and/or devices. If you have such requirements, please check with us before purchasing.

User can publish WePub in Apple Apps Store and Goggleplay, however, the publishing service is not include in the basic package and we cannot guarantee the Application can be published in any App Stores.

## **7. Regarding Functionality**

All content, tools, functions and services provided via us are provided on an "as is" basis and we disclaim any and all warranties, express or implied, including those warranties of merchantability, fitness for a particular purpose, title and non-infringement. Such disclaimers may be limited by the laws of your state, and if so limited, may not apply to you. No warranties of validity regarding any of the content provided by us are made.

## **8. Termination of Service**

We reserve the right to terminate any and all service provided to you at any time without notice for any reason we deem fit. We also reserve the right to discontinue any service or modify any service with no notice to you. If we terminate services to you, we will deactivate your account. We shall not be liable to you or any third party if we terminate your account and you agree to hold us harmless and indemnify us from any third party claims arising from the termination of your account. No refunds will be granted to you

if we terminate your account. You agree that monetary damages may not adequately provide a remedy for us if you violate any of the terms in this Terms of Use and you agree that we may approach a Court of Equity of competent jurisdiction for the purpose of obtaining Orders in Equity should you violate any element of this Agreement.

#### **9. Nondisclosure**

Each party shall retain in confidence all proprietary and confidential information transmitted to the other that the disclosing party has identified in writing, or orally and then subsequently identified in writing, as being proprietary and/or confidential, and will make no use of such information except under the terms and during the Term of this Agreement. During the term of this agreement, and after the termination of this agreement, we will use all reasonable precautions and take all necessary steps to prevent your distribution lists from being acquired by unauthorized persons. You agree to use all reasonable precautions and take all necessary steps to prevent our confidential information, data, scripts, object code, source code, programs, business plans, business models, business concepts, communications and any and all further confidential information from being acquired by unauthorized persons, and to take appropriate action, by instruction, agreement, or otherwise, with regard to all persons permitted access to our owned confidential information and data, in order to ensure our confidential information and data are protected. Client shall not disclose any of our confidential information to any person for any purpose other than as provided in this Agreement. However, neither party shall have an obligation to maintain the confidentiality of information that (a) it has rightfully received from another party prior to its receipt from the disclosing party; (b) the disclosing party has disclosed to a third party without any obligation to maintain such information in confidence, (c) enters the public domain or becomes generally known to the public by some action other than breach of this Agreement by the receiving party; or (d) is independently developed by the receiving party. Each party shall safeguard proprietary and confidential information disclosed by the other using the same degree of care it uses to safeguard its own proprietary and confidential information but, in no event, shall use less than a reasonable degree of care. Each party's obligation under this paragraph shall extend for a period of three (3) years following termination or expiration of this Agreement.

#### **10. Limitation of Liability**

Notwithstanding anything to the contrary in this agreement or otherwise, in no event shall Allua Limited and/or its affiliates, licensors, or suppliers be liable for any indirect, punitive, special, incidental or consequential, or any other damages of any kind, arising out of or in connection with this agreement, including, but not limited to, damages for loss of use, data, or profits (however arising, including negligence) even if Allua Limited or any of such parties has been advised of the possibility of damages. In addition, without limiting the generality of the foregoing or any other provision in this agreement, in no event shall Allua Limited and/or its affiliates, licensors, or suppliers be liable in any respect arising out of or in connection with (a) the use or inability to use the services, (b) the provision of or failure to the services, (c) any of your content or other information, software, products, services or related graphics obtained or provided through the service or otherwise arising out of the creation, use or maintenance of the services, or (d) your statements or conduct by your or any third party on or with respect to the services. The foregoing disclaimer of liability is effective without regard to the form of any action, including, but not limited to, contract, negligence, tort, strict liability or any other theory. In no event shall Allua Limited's aggregate liability to you and/or any third party arising from or relating to this agreement exceed the amount you actually paid to Allua Limited under this agreement during the month preceding the date the claim arose or five hundred hong kong dollars (HK\$500.00), whichever is less. Without limiting the generality of the foregoing, neither Allua Limited nor any of its affiliates, licensors, or suppliers is or shall be responsible for any of your content or other data residing on or arising from the services, or any hardware of Allua Limited or its suppliers. It is your responsibility to take the necessary steps to ensure that your primary means of business is maintained (if applicable). This limitation of liability does not apply to damages incurred by wilfull misconduct by Allua Limited or Allua Limited's agents.

#### **11. Waiver and Amendments**

No waiver, amendment, or modification of any provision of this Agreement shall be effective unless agreed to by both parties in writing. No failure or delay by either party in exercising any rights, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy.

#### **12. Severability**

Should any term of this Agreement be finally determined by a court of competent jurisdiction to be invalid, unenforceable or otherwise contrary to law and equity, the parties agree that such provision shall be construed, limited, modified or, if necessary, severed, to the extent necessary to eliminate its invalidity or unenforceability, and that the other provisions of this Agreement shall remain unaffected.

#### **13. Force Majeure**

Neither party shall be liable for any delay or failure in performance due to Force Majeure, which shall mean acts of God, earthquake, labor disputes, changes in law, regulation or government policy, riots, war, fire, flood, insurrection, sabotage, embargo, epidemics, acts or omissions of vendors or suppliers, transportation difficulties, unavailability of interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed or other occurrences which are beyond either party's reasonable control.

#### **14. Cancellation of Service and Refunds**

In order to cancel your account you must submit a cancellation request by emailing [info@alluatech.com](mailto:info@alluatech.com). If you choose to cancel your account, any credits remaining in your account will not be refundable. Any credits, subscriptions or other services offered for sale are non-refundable.

#### **15. Entire Agreement**

This Agreement contains the full understanding between the parties and supersedes all prior representations or agreements, whether oral or written, with respect to such matters.