

# Terms of Use and Privacy Policy

Effective Date: Aug 25, 2020

This Terms of Use is a binding contract between you, an individual user (“you”) and Chinese Testing Services (HK) Limited (“AI Chinese Test Prep,” “we,” “us” or “our”) governing your use of the mobile software applications that AI Chinese Test Prep makes available for download (individually and collectively, the “App”), and any other online properties owned or controlled by or on behalf of AI Chinese Test Prep (collectively with the App, the “Service”). BY INSTALLING OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS Terms of use. IF YOU DO NOT AGREE TO THE TERMS OF THIS Terms of use, THEN YOU SHOULD NOT USE THE SERVICE.

Material Terms : As provided in greater detail in this Terms of use (and without limiting the express language of this Terms of use), you acknowledge the following:

- the Service is licensed, not sold, to you, and you may use the Service only as set forth in this Terms of use;
- and fees, including, without limitation, your mobile network operator’s (the “Carrier”) terms of service and fees, including fees charged for data usage and overage, which are your sole responsibility;
- you consent to the collection, use, and disclosure of your personally identifiable information in accordance with AI Chinese Test Prep’s Privacy Policy (“Privacy Policy”);
- we provide the App to you on an “as is” basis without warranties of any kind and AI Chinese Test Prep’s liability to you is limited;
- disputes arising between you and AI Chinese Test Prep will be resolved by binding arbitration. By accepting this Terms of use, as provided in greater detail in Section 8 below, you and AI Chinese Test Prep are each waiving the right to a trial by jury or to participate in a class action.

## 1. General Terms and Conditions

1.1 Changes to this Terms of use. You understand and agree that we may change this Terms of use at any time without prior notice. The revised Terms of use will become effective at the time of posting unless specified otherwise. Any use of the Service after the effective date will constitute your acceptance of such revised Terms of use. If you find any change to this Terms of use or the Service unacceptable, then your sole remedy is to stop accessing, browsing, and otherwise using the Service.

1.2 Privacy Policy. Your access to and use of the Service is also subject to AI Chinese Test Prep’s Privacy Policy, the terms and conditions of which are incorporated herein by reference.

1.3 Jurisdictional Issues. The Service is controlled and operated by AI Chinese Test Prep. AI Chinese Test Prep makes no representation that materials on the Service are appropriate, lawful, or available for use in any locations other than the Hong Kong SAR. Those who choose to access or use the Service from locations outside the Hong Kong SAR do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Access to the Service from jurisdictions where the contents or practices of the Service are illegal, unauthorized, or penalized is strictly prohibited.

1.4 Eligibility. The service is not for persons under the age of 14 or for any users previously suspended or removed from the service by AI Chinese Test Prep. IF YOU ARE UNDER 14 YARS OF AGE, YOU MUST NOT USE OR ACCESS THE SERVICE AT ANY TIME OR IN ANY MANNER. By accessing or using the Service, you affirm that either you are at least 13 years of age or you have been authorized to use the Service by your parent or legal guardian who is at least 18 years of age.

## 2. The Service.

2.1 Description. The Service provides you with the opportunity to take AI Chinese Test Prep classes (each, a “Class”) and receiving coaching from trainers solely for your personal use. Classes are available for a variety of proficiency levels, for a variety of activities, and for varying durations. Not all classes will be available in perpetuity and Classes are subject to change at any time with or without notice and without any liability to you.

2.2 Mobile Services. The Service will be accessible via a mobile phone, tablet, or other wireless device (collectively, “ Mobile Services”). Your mobile carrier’s normal messaging, data, and other rates and fees will apply to your use of the Mobile Services. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your mobile carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you are solely responsible for checking with your mobile carrier to determine if the Mobile Services are available for your mobile device(s), what restrictions, if any, may be applicable to your use of the Mobile Services, and how much they will cost you.

## 3. Registration.

3.1 Log-In Credentials. While you may always browse the public-facing portions of the Service without registering with us, in order to enjoy the full benefits of the Service, you must download the App and register an account with us (an “Account”).

3.2 Account Security. You are responsible for the security of your Account, and are fully responsible for all activities that occur through the use of your credentials. You may not share the credentials for your Account with any third party. You agree to notify AI Chinese Test Prep immediately at [contact@OCTplus.org](mailto:contact@OCTplus.org) if you suspect or know of any unauthorized use of your log-in credentials or any other breach of security with respect to your Account. AI Chinese Test Prep will not be liable for any loss or damage arising from unauthorized use of your credentials prior to you notifying AI Chinese Test Prep of such unauthorized use or loss of your credentials.

3.3 Accuracy of Information. When creating an Account, you will provide true, accurate, current, and complete information to AI Chinese Test Prep. You will update the information about yourself promptly, and as necessary, to keep it current and accurate. We reserve the right to disallow, cancel, remove, or reassign certain usernames and permalinks in appropriate circumstances, as determined by us in our sole discretion, and may, with or without prior notice, suspend or terminate your Account if activities occur on your Account which, in our sole discretion, would or might constitute a violation of this Terms of use, cause damage to or impair the Service, infringe or violate any third party rights, damage or bring into disrepute the reputation of AI Chinese Test Prep or violate any applicable laws or regulations. If messages sent to the e-mail address you provide are returned as undeliverable, then AI Chinese Test Prep may terminate your Account immediately without notice and without any liability.

## 4. Intellectual Property Rights.

4.1 License. Subject to your complete and ongoing compliance with this Agreement, AI Chinese Test Prep hereby grants you a personal, limited, revocable, non-transferable license to access and use the Service solely for your personal, non-commercial use. AI Chinese Test Prep reserves all rights not expressly granted to you.

4.2 Content. Except for User Content, the content that AI Chinese Test Prep provides to end users on or through the Service, including without limitation, any Class (including the programming of such Class), text, graphics, photos, software, sound recordings (and the musical works embodied therein), and interactive features, may be protected by copyright or other intellectual property rights and owned by AI Chinese Test Prep or its third party licensors (collectively, the “AI Chinese Test Prep Content”). You may not copy, reproduce, upload, re-publish, broadcast, transmit, retransmit, Post, modify, create derivative works of, publicly perform, publicly display, use for commercial purpose or distribute any materials from the Service without prior express written permission of the owner of such material or as permitted by the Service’s intended functionalities. Your use of AI Chinese Test Prep Content must be in compliance with applicable law. AI Chinese Test Prep reserves all rights on the part of its licensors; users are not permitted to infringe the rights of the copyright owners of the sound recordings included on the Service or any musical works embodied therein (collectively “Music”). Classes are offered for individual use only by a single user per Account and users are not granted any commercial, sale,

resale, reproduction, distribution or promotional use rights for the Music used with any Classes. The unauthorized reproduction or distribution of the Music is expressly prohibited any may violated applicable law and subject you to liability for copyright infringement.

4.3 Marks. AI Chinese Test Prep trademarks, service marks, and logos (the “ AI Chinese Test Prep Trademarks”) used and displayed on the Service are AI Chinese Test Prep’s registered and unregistered trademarks or service marks. You may not use any Trademarks as part of a link to or from the Service without AI Chinese Test Prep’s prior express written consent. You may not remove any Trademarks identifying the ownership or origin of any AI Chinese Test Prep Content. All goodwill generated from the use of any AI Chinese Test Prep Trademark will inure solely to AI Chinese Test Prep’s benefit.

## 5. Restrictions on Use of the Service.

5.1 In addition to any other restrictions set forth in this Terms of use, and without limiting those restrictions, when using the Service, you agree not to: make unauthorized copies or derivative works of any content made available on or through the Service; use any device, software, or routine to interfere or attempt to interfere with the proper working of the Service; attempt to decipher, decompile, disassemble, or reverse engineer any of the software or source code comprising or making up the Service; delete or alter any material AI Chinese Test Prep or any other person or entity Posts on the Service; frame or link to any of the materials or information available on the Service; alter, deface, mutilate, or otherwise bypass any approved software through which the Service is made available; use any trademarks, service marks, design marks, logos, photographs, or other content belonging to AI Chinese Test Prep or obtained from the Service; provide any false personal information to AI Chinese Test Prep; create a new account with AI Chinese Test Prep, without AI Chinese Test Prep’s express written consent, if AI Chinese Test Prep has previously disabled an account of yours; solicit or collect personal information from other Users; disclose personal information about a third person on the Service or obtained from the Service without the consent of that person; use the Service to send emails or other communications to persons who have requested that you not send them communications; use the Service, without AI Chinese Test Prep’s express written consent, for any commercial or unauthorized purpose, including communicating or facilitating any commercial advertisement or solicitation or spamming; or violate any applicable federal, state, or local laws or regulations or the terms of this Terms of use.

6. External Sites. The Service may contain links to, or the ability to share information with, third party websites (“External Sites”). AI Chinese Test Prep does not endorse any External Sites or the content made available on such External Sites. AI Chinese Test Prep is not responsible for the content of any External Sites and does not make any representations regarding the content or accuracy of any materials on such External Sites. You agree that AI Chinese Test Prep will have no liability to you arising from your use, engagement, exposure to, or interaction with any External Sites.

## 7. Notice and Procedure for Making Claims of Copyright or Other Intellectual Property Infringements.

7.1 Respect of Third Party Rights. AI Chinese Test Prep respects the intellectual property of others and takes the protection of intellectual property very seriously, and we ask our users to do the same.

7.2 Procedure for Reporting Claimed Infringement. If you believe that any content made available on or through the Service has been used or exploited in a manner that infringes a intellectual property right you own or control, then please promptly send a “ Notification of Claimed Infringement” containing the following information to the Designated Agent identified below. Your Notification of Claimed Infringement may be shared by AI Chinese Test Prep with the user alleged to have infringed a right you own or control, and you hereby consent to AI Chinese Test Prep making such disclosure. Your communication must include substantially the following: i. A physical or electronic signature of a person authorized to act on behalf of the owner of the work(s) that has/have been allegedly infringed; ii. Identification of works or materials being infringed, or, if multiple works are covered by a single notification, then a representative list of such works; iii. Identification of the specific material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit AI Chinese Test Prep to locate the material; iv. Information reasonably sufficient to permit AI Chinese Test Prep to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted; v. A statement that you have a good faith belief that the use of the material in the manner

complained of is not authorized by the copyright owner, its agent, or the law; and vi. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## 8. Dispute Resolution

8.1 General. You and AI Chinese Test Prep agree that any dispute arising out of or in any way related to this Terms of use or your use of the App, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of this Terms of use, will be resolved by binding arbitration. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS Terms of use, YOU AND AI Chinese Test Prep ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

8.2 Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by mail ("Notice"). The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, you or AI Chinese Test Prep may commence an arbitration proceeding.

8.3 No Class Actions. YOU AND AI Chinese Test Prep AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and AI Chinese Test Prep agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

8.4 Modifications to this Arbitration Provision. Except as otherwise provided in this Terms of use, if AI Chinese Test Prep makes any future change to this arbitration provision, other than a change to AI Chinese Test Prep's address for Notice, then you may reject the change by sending us written notice within 30 days of the change to AI Chinese Test Prep's address for Notice, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and AI Chinese Test Prep.

## 9. Limitation of Liability and Disclaimer of Warranties.

9.1 AI CHINESE TEST PREP, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS (COLLECTIVELY, THE "AI CHINESE TEST PREP PARTIES") MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE SERVICE AND ANY CONTENT AVAILABLE ON THE SERVICE. THE AI CHINESE TEST PREP PARTIES WILL NOT BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY, OR COMPLETENESS OF ANY INFORMATION CONVEYED TO ANY USER, OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA OR INFORMATION STREAM FROM WHATEVER CAUSE. AS A USER, YOU AGREE THAT YOU USE THE SERVICE AND ANY CONTENT THEREON AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ALL CONTENT YOU UPLOAD TO THE SERVICE.

9.2 THE AI CHINESE TEST PREP PARTIES DO NOT WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE, OR THAT THE SERVICE AND ANY CONTENT THEREON ARE FREE OF COMPUTER VIRUSES OR SIMILAR DESTRUCTIVE FEATURES. IF YOUR USE OF THE SERVICE OR ANY CONTENT THEREON RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, THEN NO AI CHINESE TEST PREP PARTY WILL BE RESPONSIBLE FOR THOSE COSTS.

9.3 THE SERVICE AND ALL CONTENT THEREON ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. ACCORDINGLY, THE AI CHINESE TEST PREP PARTIES DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

9.4 IN NO EVENT WILL ANY AI CHINESE TEST PREP PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM, OR IN CONNECTION WITH, THE USE OR INABILITY TO USE THE SERVICE AND ANY CONTENT

THEREON, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF SUCH AI CHINESE TEST PREP PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AI CHINESE TEST PREP'S LIABILITY, AND THE LIABILITY OF ANY OTHER AI CHINESE TEST PREP PARTIES, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF THE FEES YOU HAVE PAID US AND U.S. \$10.

10. Indemnification. To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless the AI Chinese Test Prep Parties from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from (a) your breach of this Terms of use; (b) your access to, use, or misuse of AI Chinese Test Prep Content or the Service. AI Chinese Test Prep will provide notice to you of any such claim, suit, or proceeding. AI Chinese Test Prep reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this Section. In such case, you agree to cooperate with any reasonable requests assisting AI Chinese Test Prep's defense of such matter at your expense.

11. Term and Termination of the Terms of use.

11.1 Term. As between you and AI Chinese Test Prep, the Term of this Terms of use commences as of your first use of the Service and continues until the termination of this Terms of use by either you or AI Chinese Test Prep.

11.2 Termination. You may terminate this Terms of use by sending written notification to AI Chinese Test Prep at [contact@OCTplus.org](mailto:contact@OCTplus.org) deleting the App from your mobile device, and terminating all other uses of the Service. AI Chinese Test Prep reserves the right, in its sole discretion, to restrict, suspend, or terminate this Terms of use and your access to all or any part of the Service at any time without prior notice or liability if you breach any provision of this Terms of use. AI Chinese Test Prep may further terminate this Terms of use for any other reason upon ten (10) days' notice to you using the email address associated with your account credentials. AI Chinese Test Prep reserves the right to change, suspend, or discontinue all or any part of the Service at any time without prior notice or liability.

11.3 All defined terms used above and therein will survive the termination of this Terms of use indefinitely.

12. Consent to Electronic Communications. By using the Service, you consent to receiving certain electronic communications from us as further described in the Privacy Policy. Please read the Privacy Policy to learn more about your choices regarding our electronic communications practices.

13. Contact Us. You may contact us in connection with your use of the Service by mail at [contact@OCTplus.org](mailto:contact@OCTplus.org)

14. Open Source Software. The App contains certain open source software. Each item of open source software is subject to its own applicable license terms.

NOTICE REGARDING APPLE. You acknowledge that this Terms of Use is between you and AI Chinese Test Prep only, not with Apple, and Apple is not responsible for the App or the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, then you may notify Apple and Apple will refund the purchase price for the relevant App to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the App. Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights. You agree to comply with any applicable third party terms, when using the App. Apple, and Apple's subsidiaries, are third party beneficiaries of this Terms of Use, and upon your acceptance of this Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce this Terms of Use against you as a third party beneficiary of this Terms of Use. If AI Chinese Test Prep provides a translation of the English language version of this Terms of Use, the translation is provided solely for convenience, and the English version will prevail

# Privacy Policy

Effective Date: Aug 25, 2020

Your privacy is important to AI Chinese Test Prep. We designed our Privacy Policy to cover how we collect, use, disclose, transfer and store your information. Please familiarize yourself with our privacy practices and let us know if you have any questions. If you have any questions, inquires, requests or complaints concerning our Privacy Policy or information practices, please contact us at [contact@OCTplus.org](mailto:contact@OCTplus.org)

## Privacy Policy for AI Chinese Test Prep

As used in this Privacy Policy, " AI Chinese Test Prep ", "we", "us", or "our" refer to AI Chinese Test Prep and all of its subsidiaries.

Our Privacy Policy applies only to the collection; use and disclosure of personal information that you may decide to provide to us in your use of our applications for mobile platforms or devices and our web applications accessible on third party social networking services. Any and all of our AI Chinese Test Prep Applications, are referred to herein as our "Services".

We reserve the right to update this Privacy Policy at any time. If we modify this Privacy Policy in a material way, a notice will be posted in our Services and on the Sites along with the updated Privacy Policy. We will also update the "Last Updated Date" in the Privacy Policy. By continuing to access or use the Services after we have posted an updated Privacy Policy or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Privacy Policy. If the modified Privacy Policy is not acceptable to you, your only recourse is to cease using the Services.

Please visit this page periodically to remain up-to-date as to any Privacy Policy changes. Take a moment now to read the following to learn about our information collection practices that may impact you as a registered user with full access to our Services or a non-registered user of our Services (each a " AI Chinese Test Prep User "). For information regarding the collection and use of Personal Information (defined below) from children under 14 years old, see the Section below, entitled "Our Policy Toward Children".

## We Collect Personal Information and Non-Identifying Information

In the course of using our Services, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information may include, but is not limited to, your name, and email address (" Personal Information "). We will collect, use, transfer and disclose Personal Information in accordance with our Privacy Policy.

We also collect non-personal information, which is data in a form that does not permit direct association with you or any specific individual (" Non-Identifying Information "). Non-Identifying Information is aggregated and used to help improve our Services and Third Party Mobile Applications (defined below) by providing a better way to understand the AI Chinese Test Prep User experience with the level of interest in various portions of our Sites, specific Applications or specific Third-Party Mobile Applications. We may collect, use, transfer and disclose Non-Identifying Information for any purpose; details provided in this Privacy Policy about what Non-Identifying Information we collect currently, and how we use, transfer and disclose such Non-Identifying Information concern only how such information is collected and used today.

Both Personal Information or Non-Identifying Information may be used alone or in the aggregate with information collected from other AI Chinese Test Prep Users. Our primary objective in collecting any Personal Information or Non-Identifying Information is to provide you with a superior and personally relevant user experience.

## How we use your Personal Information

Your Personal Information may be used, for instance:

- To help us to develop, deliver, and improve our Services and advertising;
- To recommend products of interest directly to you;

- For market research purposes that support our efforts to deliver a more valuable service to our community of AI Chinese Test Prep Users;
  - For example, we may use your Personal Information to contact you with announcements, and promotional materials related to our Services or to offer you opportunities to participate in surveys, contests or sweepstakes (any of these a "Promotion") via our Services.
    - If you decide at any time that you no longer wish to receive such communications from us, please follow the unsubscribe instructions provided in any of the communications. (See "Changing or Removing Information" below for further information.)
- To allow us to keep you posted regarding our latest Service announcements, software updates, and upcoming events;
- To send important notices, such as communications about your purchases and changes to our Terms of Use, this Privacy Policy, or other Service-specific policies. Because this information is important to your interactions with AI Chinese Test Prep, you may not opt out of receiving these communications;
- To audit and analyze data to improve our Services and customer communications.

#### How we use your Personal Information

One of the instances when we collect your Personal Information is in connection with your registration on our Services.

If you are an AI Chinese Test Prep User, you can register either via an AI Chinese Test Prep Application or via a third-party application utilizing our Services (" Third Party Mobile Application ") that was designed for mobile telephones or other mobile devices by a third-party publisher (" Third Party Publisher ").

In connection with registration of AI Chinese Test Prep Users on our Services, we collect Personal Information which may include your email address, as well as information on mobile device type, mobile carrier, unique mobile device identifier ("Device ID"), Internet Protocol ("IP") address and geo location, as applicable. We use your Device ID to make it possible to authenticate and understand your use of our Services, or the Third Party Mobile Application that you may choose to access through our Services.

Related to this information collection, our Services may serve ads that contain links to other Third-Party Mobile Applications, and we may utilize your Device ID to track clicks or other ad fulfillment metrics. Our use of your Device ID does not enable us to identify you personally, and we do not store this information in connection with your AI Chinese Test Prep User account information.

You may also be asked explicitly to provide Personal Information or Non-Identifying Information anytime that you are in contact with AI Chinese Test Prep company. If your Personal Information or Non-Identifying Information is shared with our affiliates, such sharing will be in accordance with this Privacy Policy.

#### Cookies & Other Technologies

As is standard practice, we use "cookies" to help us study traffic patterns and understand the effectiveness of our marketing communications. A cookie is a small string of text that we send to your computer's or mobile device's browser. Other types of cookies exist, but the cookies we use in connection with our Services are only used to obtain browser-specific information. For example, we do not use cookies to retrieve data from your hard drive, pass on computer viruses, or capture your email address. Cookies we use can reveal, for instance, which pages are the most popular, how much time AI Chinese Test Prep Users are spending there, and how they are interacting with the content on such pages.

You have the option to disable cookies by changing the options in your browser to stop accepting cookies or to prompt you before accepting a cookie from the pages you visit. If you do not accept cookies, however, you may not be able to view or use all portions of our Services due to limited functionality.

Some of our Services, including email messaging, use "click-through URLs" linked to other content on our Services. We track this click-through data to help us determine interest in topics, Services usability and other measures of AI Chinese Test Prep User engagement.

We may also use "pixel tags," "web beacons," "clear GIFs" or similar means (individually or collectively "Pixel Tags ") in connection with our Services and to collect usage, demographic and geographical location data. A Pixel Tag is an electronic image, often a single pixel that is ordinarily not visible to users and may be associated with cookies on a user's hard drive. Pixel Tags allow us to count users who have visited certain pages of the Sites, to deliver branded services and to help determine the effectiveness of promotional or advertising campaigns.

When you use our Services or Third-Party Mobile Applications, our servers automatically record information that your browser or the applicable Service or Third-Party Mobile Application sends ("Log Data"). This Log Data may include information such as your computer's or mobile device's IP address, browser type, language, Internet Service Provider (ISP), referring and exit pages, time spent, information searched for, time and date stamp, clickstream data and other statistics. We use this information to monitor, analyze and understand trends, for technical administration of Services and Third-Party Mobile Applications, and to gather demographic information about our AI Chinese Test Prep User base as a whole. We, and Third Party Publishers may use this information for product and services improvements, and in marketing and advertising services.

BY CLICKING ON THE "SIGN UP" BUTTON, WHERE APPLICABLE, OR OTHERWISE BY ACCESSING OR USING OUR SERVICES YOU ARE CONSENTING TO THE USE OF COOKIES AND OTHER TRACKING TECHNOLOGIES ON YOUR DEVICE.

With Third Party Social Networking Services (SNSs)

As a user with an account, you may link your AI Chinese Test Prep account information with certain SNSs where other AI Chinese Test Prep Users have existing SNS accounts. In these instances, with your permission and on your behalf, we will share your email address and screen name or alias with the applicable SNS. Through use of such services' application programming interfaces (APIs) we can receive certain information (which may include your Personal Information) in accordance with the privacy settings you have set in your SNS account, if any.

Other than what we may share with the SNS in connection with your linking of accounts, the personal information an SNS has about you is obtained by the SNS independent of our Services. Other services follow different rules regarding the use or disclosure of the personal information you submit to them. We encourage you to read the privacy policies or statements of the other services you use.

User Content

By using our Service you understand and agree that we are providing a platform for you to create content, including photos, comments and other materials ("User Content"), to the Service and to share User Content publicly. This means that other Users may search for, see, use, or share any of your User Content that you make publicly available

AI Chinese Test Prep does not claim ownership of any Content that you create on or through the Service or any other social media networks. Instead, you hereby grant to AI Chinese Test Prep a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the Content that you create or on or through the Service.

Who you may choose to share your User Content with: Any Personally Identifiable Information or content that you voluntarily disclose such as User Content that you have created, may become available to the public, as controlled by any applicable privacy settings. If you remove information that you have created on the Service, copies may remain viewable in cached and archived pages of the Service, or if other Users have copied or saved that information.

With our Service Providers

Disclosure of your Personal Information and Non-Identifying Information may also occur where we engage or employ service providers, vendors or other third party entities to facilitate provision of our Services (each a "Service Provider ") (e.g., without limitation, improvement of our Services' features, user account authentication, promotion and marketing, administration, analytics, virtual currency transactions, crowd-sourcing, cloud storage and other related services), to provide the Services on our behalf, or to assist us in analyzing how our Services are being used. Our Service Providers may have access to your Personal

Information only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

#### Under Special Circumstances

At times, we may disclose information about you to law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process (including but not limited to subpoenas), to protect the property and rights of AI Chinese Test Prep or a third party, to protect the safety of the public or any person or to prevent or stop activity we may consider to be or to pose a risk of being, any illegal, unethical or legally actionable activity.

Under another special set of circumstances, for example, in connection with a merger, acquisition, reorganization or sale of assets, or in the event of bankruptcy, we may sell, transfer or otherwise share some or all of AI Chinese Test Prep assets, including your Personal Information.

#### Our Policy Toward Children

Our Services are not intended for children under the age of 14 ("children") and we do not knowingly collect any Personal Information from children. If we discover that we have inadvertently collected Personal Information from children, we will take all reasonable measures to erase such information from our systems and records as soon as possible.

#### Use as a Non-Registered User

In certain AI Chinese Test Prep Applications, an AI Chinese Test Prep User may participate as a non-registered AI Chinese Test Prep User through optional registration. This allows an AI Chinese Test Prep User to use the App in a limited capacity. AI Chinese Test Prep does not collect any Personal Information or Non-Identifying information, other than Device ID, for non-registered users. AI Chinese Test Prep cannot and does not ensure the preservation of game data that is associated with any non-registered account.

#### How We Protect Your Personal Information

AI Chinese Test Prep takes your privacy very seriously and employs administrative, physical and electronic measures to safeguard your information from identity theft and unauthorized access. We do not and will not, at any time, request your credit card information, your account ID, login password or national identification numbers in a non-secure or unsolicited communication (e.g. via e-mail, telephone, mobile device).

We will make any legally required disclosures of any breach of the security, confidentiality, or integrity of your unencrypted electronically stored "personal data" (as defined in applicable state statutes on security breach notification) to you via email or conspicuous posting on the Sites in the most expedient time possible and without unreasonable delay, insofar as consistent with (i) the legitimate needs of law enforcement or (ii) any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

#### Changing or Removing Information

As a user of an account, you may update or delete the Personal Information in your profile by logging into your account. You may also email us at [contact@OCTplus.org](mailto:contact@OCTplus.org) to request that we delete your Personal Information from our database. We will use commercially reasonable efforts to honor your request. We may retain an archived copy of your records as required by law or for legitimate business purposes. Specific Shared Data cannot be retrieved from Preferred Partners after its disclosure.

Where you share information with other users through the communication channels of our Services, you generally should not expect to have any ability to modify or remove such communications. Nor should you expect us to modify or delete your comments upon your request.

#### Links to Other Websites and Services

Our Services may contain links to other websites and online services or offers from third parties. For example, our Services may include offers from third party advertisers or the ability to engage in transactions with such entities. If an AI Chinese Test Prep User with an account chooses to participate in offer-linked information requests or "clicks on" an advertisement or another third party link, such AI Chinese Test Prep User may be directed to that third party's website or service and/or be prompted to provide Personal Information in connection with such activity.

The fact that we link to a third party website or service is not an endorsement or representation of our affiliation with that third party, nor is it an endorsement of such third party's privacy or information security policies or practices or their compliance with laws. We do not exercise control over third party websites or services. These other websites or services may place their own cookies or other files on your computer or mobile devices, collect data or solicit personal information from you. Other websites and services follow different rules regarding the use or disclosure of the personal information you submit to them. We encourage you to read the privacy policies or statements of the other websites and services you use and the terms of the offers in which you participate. You agree that AI Chinese Test Prep is not responsible for, nor will it be liable to you or any third party for, your interaction with such third parties or the information requests initiated by such third parties or the subsequent use, treatment or dissemination of the information you voluntarily choose to provide to them.

#### Language

The controlling language of this Privacy Policy is English; any provided translation of this Privacy Policy is for purposes of convenience only and the English version shall govern to the extent of any inconsistency.