ZPLAY Ads Developer Agreement

This is a legal agreement between you and ZPLAY Ads advertising platform ("ZPLAY Ads ") stating the terms that govern your participation as a ZPLAY Ads developer. Please read this ZPLAY Ads developer agreement before pressing the" I agree to the ZPLAY Ads Terms of Service and Privacy Policy and Developer Agreement" button ("agree"). By selecting "agree", you are agreeing to be bound by the terms of this agreement.

1. Service Description

1.1. ZPLAY Ads Provides developers with relevant services for mobile application advertising. ZPLAY Ads reserves the right to have any modification, update, or interruption without any notice.

2. Developer Restrictions

When using the service provided by ZPLAY Ads, the information or applications ("Materials") released by the developer shall meet the following requirements:

2.1 All Materials comply with laws, regulations, industry standards in the applicable territory and any written requirements mandated by ZPLAY Ads;

2.2. Materials do not contain any item that is misleading, inaccurate, obscene, pornographic, shows nudity, offensive to the average reasonable person, threatening, abusive, libelous, defamatory, discriminatory, promotes racism, hatred, makes fraudulent or unfair competitive claims, promotes harmful,

unlawful, seditious, terrorist or other criminal activity, could give rise to civil liability ;

2.3. Materials do not contain or promote products or services that contain malware of any kind, including without limitation viruses, worms, Trojans, spyware, or adware, nor materials that is offensive or which violates any provision of applicable law and regulations in the applicable territory;

2.4 Materials comply with standards of decency and good taste;

2.5 None of the Materials will infringe on any third party' s copyright, patent, trademark, trade secret, right of privacy or other proprietary rights or intellectual property rights;

Developer shall not use any improper means to harm the interest and the reputation of ZPLAY Ads and any other developers. ZPLAY Ads has the right to terminate this agreement when developer violates the preceding clauses of 2.1 to 2.5.

3. Disclaimer of Warranty

You understand and agree to accept the following provisions:

3.1. ZPLAY Ads do not promise that the site, content, services or any other information or materials that you receive hereunder as an ZPLAY Ads developer will be accurate, reliable, timely, secure, or uninterrupted, or that any defects will be corrected.

3.2. ZPLAY Ads disclaims any and all liability for the acts, omissions and conduct to your use of the service. You assume total responsibility and all risks for your use of the service, including, but not limited to, any information obtained thereon.

3.3 ZPLAY Ads shall not be liable to any provided products of the third-parties in any materials, documentation, advertising, or promotions to you by ZPLAY Ads, if they have violated any law or regulation, or to violate or infringe upon the rights.

4. **Change, Interrupt of the Service**

ZPLAY ADS WILL DO ITS BEST TO PROVIDE THE BEST SERVICE AND NOTIFY USERS IMMEDIATELY WHEN ANY MODIFICATION OR INTERRUPTION OCCURS , BUT ZPLAY ADS RESERVES THE FOLLOWING RIGHTS:

4.1 ZPLAY Ads has the right to change, interrupt the service, and delete any information that the developer has submitted in the use of the "service" without notice and shall not bear any responsibility to any developers or any third party.

4.2 ZPLAY Ads has the right to repair or maintain the platform or related equipment on a regular or irregular basis. If the network service is interrupted within a reasonable time due to these situations, ZPLAY Ads shall not bear any responsibility.

4.3 ZPLAY Ads reserves the right, at its discretion, to modify this Agreement, including, but not limited to, any content of service, advertising fee, proceeds sharing, rules and policies at any time without any notice. All Additional Terms are

hereby incorporated into this Agreement by this reference and your continued use of the Site will indicate your acceptance of any Additional Terms.

5. Termination

ZPLAY Ads may terminate or suspend you as a registered ZPLAY ADS Developer for the following reasons.

5.1. ZPLAY Ads may terminate or suspend you as a registered ZPLAY ADS Developer when developer violates the provisions of this agreement. If ZPLAY Ads terminates you as a registered ZPLAY ADS Developer, ZPLAY Ads reserves the right to deny your reapplication at any time in ZPLAY Ads's sole discretion.

5.2. Developers are not allowed to cheat by program or manual. If the developer is found to have cheated, ZPLAY Ads will immediately terminate the service and has the right to withhold the advertising fee.

5.3. ZPLAY Ads has the right to terminate the service at any time once ZPLAY Ads finds that the data or information provided by the developer contains false content.

5.4. ZPLAY Ads has the right to terminate the service when the developer expressly refuses to accept the new terms of the service.

5.5. ZPLAY Ads has the right to terminate the service at any time in ZPLAY Ads's sole discretion.

After the termination of service, ZPLAY Ads is under no obligation to retain the

original account for the developer or any information related to, or transmits any information to the developer or third parties.

6. Other Important provision

The final interpretation and modification of the agreement is owned by ZPLAY Ads.

7.   Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the People's Republic of China without regard to conflicts of law provisions. Any dispute arising out of this Agreement or the interpretation thereof, shall be discussed by the parties in the first instance, and if possible resolved by negotiation. In the event that the matter cannot be so resolved, it shall be submitted to and determined by arbitration, by a single arbitrator, in accordance with the rules of the China International Economic and Trade Arbitration Commission（"CIETAC"）then in effect. The seat and place of arbitration shall be Shanghai and the English language shall be used throughout the arbitral proceedings. The arbitral award is final and binding upon both parties.