

TERMS OF SERVICE

Last Updated : July 2026

1. DEFINITIONS

1.1 "Platform" means the online platform operated by the Company, providing intellectual property management and compliance services, including but not limited to trademark and design similarity analysis, IP case law retrieval, and cross-border e-commerce compliance assessment.

1.2 "User" means any natural person, legal entity, or other organization that registers for an account and uses the Platform.

1.3 "User Content" means any information, data, text, images, graphics, patent drawings, trademark drafts, or other materials uploaded, posted, or submitted by Users to the Platform.

1.4 "Personal Data" means any information relating to an identified or identifiable natural person as defined under applicable data protection laws.

1.5 "AI Outputs" means similarity scores, risk assessment reports, patent/trademark comparison data, and case law summaries generated by the Platform's algorithms or artificial intelligence models.

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2. ELIGIBILITY AND ACCOUNT REGISTRATION

2.1 Eligibility: To use the Platform, you must:

- (a) be at least 16 years of age (or the age of majority in your jurisdiction);
- (b) have the legal capacity to enter into binding contracts;
- (c) not be prohibited from using the Platform under applicable laws;
- (d) provide accurate, current, and complete registration information.

2.2 Account Creation: You must register by setting up an account with a username and email address. You agree to provide accurate and complete information and keep it updated.

2.3 Account Security: You are fully responsible for maintaining the confidentiality of your credentials and for all activities under your account. You must notify us immediately of any unauthorized access.

2.4 Account Accuracy & Suspension: Misrepresentation or provision of false, incomplete, or inaccurate information may result in immediate account suspension or termination.

3. SERVICES & AI DISCLAIMER

3.1 Service Scope: The Platform provides IP management and compliance services, including:

- (a) creation and management of corporate IP portfolios;
- (b) AI-powered similarity analysis for designs and trademarks;
- (c) IP case law retrieval and database matching;
- (d) cross-border e-commerce product compliance testing and risk assessment;
- (e) network data monitoring and report generation.

3.2 Service Modifications: We may modify, update, or discontinue any part of the Services with reasonable notice.

3.3 Third-Party Services: Links to third-party services are independent, and we assume no

responsibility for their authenticity, legality, or security.

3.4 Non-Legal Advice & AI Disclaimer (CRITICAL):

(a) **Technical Reference Only:** All AI Outputs, similarity assessments, and compliance reports are provided strictly for technical and informational reference.

(b) **No Legal Advice:** The Platform does NOT provide formal legal advice, legal opinions, or attorney representation. Use of the Platform does not create an attorney-client relationship.

(c) **Independent Legal Verification:** Similarity scores and risk reports do not guarantee immunity from infringement claims, USPTO/EUIPO/WIPO rejections, or e-commerce platform enforcement actions. Users MUST consult qualified legal counsel before making commercial, registration, or litigation decisions.

4. USER CONDUCT AND OBLIGATIONS

4.1 Acceptable Use: You agree NOT to:

- (a) violate applicable laws or regulations;
- (b) infringe upon third-party intellectual property rights;
- (c) upload viruses, malware, or malicious code;
- (d) interfere with or disrupt the Platform's functionality or security;
- (e) use automated systems (bots, scrapers) to extract data without authorization.

4.2 Information Accuracy: You must ensure all uploaded information is accurate and authentic, without misrepresentation or forged documents.

5. INTELLECTUAL PROPERTY & CONFIDENTIALITY

5.1 Platform IP: All text, graphics, software, databases, algorithms, and AI model structures on the Platform are owned by the Company or its licensors and protected by IP laws.

5.2 User Content & Confidentiality:

- (a) You retain ownership of your User Content.
- (b) You grant the Company a non-exclusive, worldwide, royalty-free license solely to store, back up, process, and transmit your content as necessary to operate and provide the Services.
- (c) **Confidentiality Guarantee:** We treat non-public design drawings, trademark drafts, and proprietary trade secrets in User Content as strict technical confidences. We will NOT disclose your non-public User Content to third parties or use your proprietary designs to train publicly accessible AI models without your express prior consent.
- (d) We may use aggregated and anonymized statistical data (which cannot identify you or your confidential designs) for platform maintenance and algorithm calibration.

5.3 Copyright Infringement: If you believe content infringes your copyright, contact us at [联系邮箱].

6. FEES AND PAYMENT

6.1 Fees: Fees for paid subscription tiers or per-report analysis, payment methods, and billing cycles are as set forth on the Platform.

6.2 Payment & Refunds: You shall pay fees in accordance with the specified terms. Except as required by applicable law or expressly stated, all fees are non-refundable.

7. TERMINATION

7.1 Termination by You: You may terminate your account at any time via the account setting deletion procedure.

7.2 Termination by Us: We may suspend or terminate your account if you materially breach these Terms, fail to pay fees when due, or pose a security risk.

7.3 Survival: Intellectual Property, Non-Legal Advice Disclaimers, Limitation of Liability, Indemnification, Governing Law, and Dispute Resolution shall survive termination.

8. LIMITATION OF LIABILITY & AI/DATABASE DISCLAIMERS

8.1 "AS IS" Basis: THE PLATFORM AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

8.2 Waiver of Consequential Damages: TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR LOSS OF PROFITS, REVENUE, OR DATA.

8.3 Liability Cap: THE COMPANY'S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO THE COMPANY IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

8.4 Database & E-commerce Platform Specific Disclaimers:

- (a) **Data Delays:** We are not liable for inaccuracies or missing records caused by official patent/trademark office (USPTO, EUIPO, WIPO, etc.) database update delays or blind spots.
- (b) **Algorithm Limits:** We are not liable for conflicting prior art or geometric design variations that automated algorithms fail to detect.
- (c) **Third-Party Actions:** We are not liable for product takedowns, store suspensions, or legal claims initiated by third parties or e-commerce platforms (e.g., Amazon, eBay, Shopee), regardless of any compliance reports generated by the Platform.

9. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the Company, its affiliates, directors, employees, and agents from any claims, liabilities, losses, damages, or expenses (including reasonable legal fees) arising out of:

- (a) your use of the Platform;
- (b) your violation of these Terms;
- (c) your infringement of any third-party intellectual property or privacy rights.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 Governing Law: These Terms shall be governed by and construed in accordance with the laws of [Jurisdiction, e.g., Hong Kong / Singapore], without regard to conflict of laws principles.

10.2 Dispute Resolution: Any dispute arising from these Terms shall first be resolved through good-faith negotiations for 30 days. If unresolved, it shall be submitted to the exclusive jurisdiction of the courts in [Jurisdiction/City] (or submitted to [Arbitration Institution Name] for binding arbitration).

11. CHANGES TO THESE TERMS

We may amend these Terms from time to time. For material changes affecting your rights or core services, we will provide at least **30 days' advance notice** via email or prominent platform notification prior to the changes taking effect. Your continued use of the Platform after the effective date constitutes your acceptance.

12. GENERAL PROVISIONS

12.1 Entire Agreement: These Terms and the Privacy Policy constitute the entire agreement.

12.2 Severability: If any provision is found invalid, the remaining provisions remain in effect.

12.3 Assignment: You may not assign these Terms without our consent; we may assign them freely.

12.4 Controlling Language: In case of any conflict between the English version and any translation, the English version shall control.