

## **Use Agreement of Zorange**

**"Zorange Game Center (hereinafter referred to as "this product/service")" is a product/service provided by Zhongcheng Network Technology Co., Ltd. (hereinafter referred to as " Zhongcheng" or "we"). You should read this agreement carefully before installing the product or using the service. If you choose to install Zorange Game Center or use its services, it means that you have fully and accurately understood all the terms, noticed all the contents, and agreed to accept all the terms of this agreement, That is, this agreement will take legal effect between you and Zhongcheng, and become a legal document binding on both parties. If you do not accept this agreement, please do not click the "Agree" button, but unfortunately you will not be able to use our product/service.**

**You should also comply with the Privacy Policy during the use of Zorange Game Center, which explains how Zorange Game Cnter collects, uses, processes, stores and discloses the personal information collected from you when you use it. We may make changes to Privacy Policy of Zorange Game Center as the time goes on, so please come back and review it.**

**For the purpose of this agreement, "you" or "user" refers to the user of Zorange Game Center. If you do not have full capacity for civil conduct, please read and judge whether to accept this agreement with your guardian, and pay special attention to the terms of use for juvenile.**

### **1. Rights Statement and License**

**Zhongcheng and its licensors have all rights to the ownership and intellectual property rights of the Zorange Game Center, including but not limited to graphics, images, screenshots, text, music, digitally downloadable content or files ("DLC"), trademarks, Logo, slogan and compilation of the above ("Content"). The Zorange Game Center is protected by trademarks, copyrights, trade dresses, patents and other applicable laws, rules and regulations in the United States and internationally.**

**Subject to your compliance with this agreement, we grant you a limited, personal, non-sublicensable license to use this product/service. When you use this product/service, you are limited to accessing this product for personal entertainment.**

## **2. Duties and Limitations of Liability**

**The user must use the Zorange Game Center as a personal entertainment item, and cannot use it for commercial purposes. If you need to use the Zorange Game Center for commercial purposes, you must separately obtain a written authorization from Zhongcheng. Users using the Zorange Game Center must not violate the law, endanger network security or damage the legitimate rights and interests of third parties, otherwise the consequences will be borne by the user, and Zhongcheng does not bear any responsibility and has the right to pursue the user for the losses caused to Zhongcheng. If users encounter any problems or have any suggestions during the use of the Zorange Game Center, they can publish them through the relevant pages.**

## **3. Function introduction**

3.1 Zorange Game Center is an aggregate game platform that provides release and promotion channels for third-party game products, aims to provide users with more game resources, and brings users a convenient experience with simple operations.

3.2 Zorange Game Center will recommend relevant game contents including high-quality Flash games to users. Users can click on and get the above games through this product/service.

3.3 Other new functions that may be provided with product updates. Unless expressly stipulated otherwise, any new functions added for the purpose of enhancing or strengthening the current service shall be unconditionally applicable to the terms of this Agreement.

**All game content in the Zorange Game Center points to links of third-party websites, applications or resources. Zhongcheng provides these links only for**

convenience, and it does not assume any responsibility for the these websites, applications or resources ot content, products or services of the links displayed on them. You acknowledge that you are fully responsible for all risks arising from the use of any third-party websites, applications or resources.

**Zorange Game Center will not block third-party game content in it, but it will not be liable for any damage or loss caused by or allegedly caused by or related to your use of third-party game content.**

**This product/service promotes game content for third parties and provides links of massive game resources for users. At the same time, Zorange Game Center always attaches great importance to the protection of intellectual property rights and other user rights. As a service operator, Zorange Game Center does not do any storage and editing operations for all games. If you are the copyright owner or its agent, and believe that the game and its content on the Zorange Game Center infringe your copyright, please provide the necessary information on our <https://Zorange.flash.cn/category/copyrightnotice> page, And follow the instructions.**

#### **4. Provide Product/Service "AS IS"**

**4.1 This product/service is provided "as is" according to existing technology and conditions. Unless expressly agreed in this agreement, this agreement does not contain any express or implied guarantee. We will do our best to ensure the continuity and security of our products, but we cannot foresee and guard against legal, technical and other possible risks at any time, including but not limited to product interruption, data loss and other losses and risks caused by force majeure, viruses, Trojans, hacker attacks, system instability, third-party service defects, government actions, restrictions of existing scientific and technological, etc. We are exempt from liability for such risks to the extent permitted by law.**

4.2 Due to business strategy arrangement or adjustment, there may be differences in the content of specific Product/Service available to use in different regions, which shall be subject to the actual provision.

4.3 In order to enhance the user experience and service content, Zhongcheng will make continuous efforts to develop and optimize the current Product and provide you with product updates from time to time (these updates may take the form of software replacement, modification, function enhancement, version upgrade, etc.).

## **5. Information Push**

**5.1 You agree that we can send and display advertisements or other information (including commercial and non-commercial information) to you by ourselves or by entrusting a third party through various means such as electronic message. The specific forms sent and displayed, frequency and content of advertisements or other information shall be subject to the actual provision.**

**5.2 We will carry out advertising business in accordance with the requirements of relevant Chinese laws and regulations. You shall carefully judge the authenticity and reliability of advertisements appearing in the Product/Service. The provider of the third-party information shall bear all the responsibilities for the legal problems caused by the use of the third-party information pushed in the Product or the violation of the third party's legitimate rights and interests.**

## **6. Product or Service Provided by Third Parties**

Our products/service may involve third-party software, content, and services. The third-party software, content, and services are not owned or provided by us, and the third party is responsible. When you use the products or services provided by such third parties, in addition to complying with the provisions of this agreement, you shall also comply with the agreement with the third party. We and the third party shall each be responsible for possible disputes within the scope of the legal provisions and agreements.

## **7. Rules and Requirements for Product/Service Use**

You agree not to perform any of the following operations on the Zorange Game Center, its game content or any other part:

7.1 Use this platform or any of its game content (or the information contained in it) in any way not expressly authorized by this agreement or for any commercial or promotional purposes;

7.2 Hosting or providing matching services for Zorange Game Center or any game content, or simulating or redirecting the communication protocol used in any network function of Zorange Game Center or game content, or participating in links related to the Zorange Game Center or game content , modifying or adding components to the Zorange platform or game content;

7.3 Copy, distribute, display, mirror (including encapsulating any trademark, logo or other proprietary information), or use this product or game content (or any other product materials, intellectual property rights or proprietary information) in a manner not expressly authorized by this agreement information);

7.4 Reverse engineering based on this product or any game content of this product, obtain source code from it, modify, adapt, translate, data mining, decompile, decode, disassemble or make derivative works;

7.5 Delete, disable, circumvent or modify any technical, security or identity verification measures implemented by or on behalf of Zhongcheng to protect the Zorange Game Center or its game content or any related intellectual property rights;

7.6 Create, develop, distribute or use any unauthorized programs (including fraud, automated software, hackers, viruses, etc.) to gain an advantage in any online or other game mode, or modify the Zorange Game Center or its game content;

7.7 Violation of any applicable laws or regulations;

7.8 Attempt to detect, scan or test Zorange Game Center or its game content or any related intellectual property vulnerabilities;

7.9 Access, tamper, or use the Zorange Game Center or its non-public areas of its game content, or use the Zorange Game Center in any way that may disable, damage, destroy or damage the Zorange Game Center;

7.10 According to the judgment of Zhongcheng, damage or interfere with other users' enjoyment of Zorange Game Center or its game content, including but not limited to: harassment, use of insulting or offensive language and other unethical or destructive behaviors to send virus and perform mail bombing to Zorange Game Center or any of its users;

7.11 Without explicit permission, use any robot, crawler or other automatic device that visits the Zorange Game Center to monitor the information collected through the Zorange Game Center platform, or perform this operation through any manual

process;

7.12 Use IP proxy or other methods to disguise your residence in order to avoid Zorange Game Center's geographic restrictions on the specific game content you are downloading or using or for any other purpose;

7.13 Use, copy or delete any trademark, copyright or other proprietary symbols in Zorange Game Center or displayed in it;

7.14 Use the Zorange Game Center or its game content in any way that may adversely affect Zhongcheng or negatively affect the Zorange Game Center or its game content, or discourage anyone from using the Zorange Game Center or all its game content or any part of the function;

7.15 Attempt to perform any of the above, or encourage or allow any other individual to do any of the above.

If you are located in a specific area, the Zorange Game Center can unilaterally decide to restrict your access to it, or restrict or change the type of game content that can be provided to you based on your area.

Although Zhongcheng is not obligated to monitor the access, use, review or edit of any user content of the Zorange Game Center, Zhongcheng reserves the right to do so for the purpose of protecting the Zorange Game Center or its game content to ensure compliance with this agreement and applicable laws or other legal requirements. Zhongcheng reserves the right to delete or disable access to any user content at any time without notifying you, including but not limited to Zhongcheng's right to decide on its own whether any user content has objections or violates this agreement. Zhongcheng has the right to investigate violations of this agreement or affecting the Zorange Game Center or any of its game content.

## **8. Limitation or Exemption**

### **8.1 Force Majeure**

**Force Majeure refers to an objective event that cannot be foreseen, overcome and avoided, and has a significant impact on one or both parties, including but not limited to natural disasters such as floods, earthquakes, epidemics and storms, and social events such as wars, disturbances and government actions. In**

case of the above situation, we will try our best to cooperate with relevant units at the first time to repair it, but we will be exempted from liability for the losses caused to you within the scope permitted by law.

## **8.2 Product Exemption**

You understand and agree that although the Product/Service has been tested in detail, there may still be incompatibilities with some hardware, software and systems, or there may be problems that cannot be solved by the current science and technology. We actively develop and improve the performance of the Product/Service. If you encounter incompatibility or other problems when using the Product, you can contact us for technical support. You can also choose to stop using our Product/Service. **However, in this case, we are not liable for any loss, claim or expense or any corresponding, indirect or incidental loss or any lost profit or savings, but such restrictions and exclusions are applicable to the extent permitted by the applicable law of your location.**

## **8.3 Use Exemption**

You understand and agree that the use of the Product is at your own risk under the following circumstances:

**8.3.1 For the Product/Service downloaded from the channels designated by other companies rather than Zhongcheng and obtained from the media issued by other companies rather than Zhongcheng, we are unable to guarantee whether the Product/Service are infected with computer viruses, and whether there are disguised Trojan horses or hacker software hidden. The use of such products/services may lead to unpredictable risks. It is recommended that you do not download, install and use them easily. Zhongcheng will not bear any legal responsibilities arising therefrom;**

**8.3.2 Committing any illegal or infringing acts by using the Product/Service;**

**8.3.3 Use behavior that violates the agreement.**

## **9. Entry into Force and Revision of Agreement**

9.1 When you use the Product/Service, it will be deemed that you have read this

Agreement and accepted the binding of this Agreement.

9.2 Zhongcheng reserves the right to modify the terms of this agreement when necessary. If Zhongcheng makes any major changes to this agreement, the system will prompt you to agree to the new agreement the next time you visit the Zorange game center. You must agree to any updates to the agreement before you can continue to use the Zorange game center and its game content. Zhongcheng may provide patches, updates or upgrades to the Zorange game center or game content. You must install the patch, update or upgrade to continue to use the Zorange game center or its game content, for example, for greater security and system stability. Zhongcheng may remotely update the Zorange game center and its game content without notifying you, and you hereby agree that Zhongcheng applies such patches, updates and upgrades. Zhongcheng can modify, suspend, interrupt, replace or restrict your access to the Zorange game center or any aspect of its game content at any time. You acknowledge that using Zorange Game center or its game content will not bring you any benefit in any aspect or function of Zorange Game Center or such game content. You also acknowledge that after you apply patches, updates or upgrades to the Zorange game center, you may use any data related to the Zorange game center or any game content under it (including but not limited to character data, game progress, and game customization), which may stop providing it to you at any time without notice.

## **10. Modification, Interruption and Termination of the Product/Service**

**Zhongcheng has the right to temporarily or permanently modify, interrupt or terminate all or part of the functions of the Product/Service at any time, for which Zhongcheng will not bear any responsibility to you or any third parties.**

## **11. Privacy Protection**

We strive to protect your personal identity information and we take it as one of the basic principles of the enterprise development. Please read the Privacy Protection Policy carefully about the policy of privacy protection.

## **12. Terms of Use for Minors**

12.1 You can only use the Zorange Game Center if you are over 18 years old and can sign a binding contract with Zhongcheng, and are not prohibited from using the Zorange Game Center in accordance with applicable laws. Game content may contain other age restrictions; you can access the game content at least the minimum age listed in the game content (or obtain proper parental consent to access or use the game content). Any assistance provided by a parent or guardian to users under the age of 13 in accessing the Zorange game center (including the use of a computer, Internet connection and/or facilities) requires the parent or guardian to take full responsibility for any responsibilities.

12.2 If you are under 13 years old, you are not allowed to use this product/service. If you are between 13 and 18 years old, your parent or guardian must agree to this agreement before you can use this product/service.

12.3 Guardians and schools shall give more guidance to minors in using the Product. In particular, parents shall care about their children's growth, pay attention to the communication with their children, and guide their children to attach importance to safety issues on the Internet, so as to prevent problems before they happen.

12.4 If an adult who has reached the age of 18 does not have full capacity for civil conduct for any reason, reference shall be made to the relevant provisions of the terms and conditions for the use of minors in this Agreement

### **13. Export regulations**

You acknowledge and agree that this product may be subject to U.S. import and export laws from time to time, especially the U.S. Export Administration Regulations ("EAR") and the import or re-export of this product under the laws of the country/region where this product is located. You agree to abide by all relevant laws related to the import, export and re-export of this product, in particular, you will not violate any provisions of the EAR related to this product, and will not export this product to any prohibited countries/regions or entities, or a person who needs to obtain an export license or other government approval, unless and until a license or other government approval is obtained.

## **14. Dispute Resolution and competent court**

### 14.1 Governing Law

You agree that any litigation related to this agreement will be resolved in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"), it does not involve the choice of law rules, and does not include the 1980 United Nations Convention on Contracts for the International Sale of Goods, Any laws or regulations that use the drafter of the contract to interpret the language of the contract shall not apply to this agreement

(1) Dispute resolution. Any disputes arising from this agreement or any related services shall be submitted and ultimately resolved by the Hong Kong International Arbitration Center ("HKIAC") in accordance with the "HKIAC Managed Arbitration Rules" in effect at the time of submission.

(2) The arbitration shall be conducted in Hong Kong in accordance with the laws of Hong Kong, and the language of the arbitration procedure shall be English. The number of arbitrators shall be three (3), and each party shall appoint an arbitrator within thirty (30) days after delivery of the notice of arbitration. The appointment of such arbitrators shall be confirmed by the International Arbitration Center, and two arbitrators shall be instructed, and an agreement shall be reached on the third arbitrator within ten (10) days after confirmation by the International Arbitration Center. If either party does not appoint an arbitrator, or if two arbitrators fail to reach an agreement with a third arbitrator within ten (10) days, the arbitrator shall be appointed by the Secretary General of the International Arbitration Center.

(3) The parties shall pay for any such arbitration fees and expenses (including attorney fees) by themselves, provided that the parties will equally share the fees and expenses of the arbitrator.

(4) Notwithstanding any provisions to the contrary in this agreement, either party may apply for an injunction or any other legal or equitable relief to a court with jurisdiction at any time. The parties hereby expressly agree to apply Articles 5, 6 and 7 of Schedule 2 of the Arbitration Ordinance (Chapter 609 of the Laws of Hong Kong).

14.2 The original text of this agreement is in English. If there is any difference between the English version of this agreement and any other versions, the English

version shall prevail and the scope permitted by applicable laws and regulations shall prevail. You waive any right to write or interpret this agreement in any other language under the laws of your country/region.

14.3 The headings in this agreement are for convenience only and cannot be used as a basis for the interpretation of this agreement.

14.4 If any part of the terms of this agreement is declared invalid or unenforceable by a legal ruling, it will not affect the validity of other terms.

## **15. Others**

If you have any comments or suggestions on this Agreement, you can contact our customer service department (E-mail address: [help@flash.cn](mailto:help@flash.cn). Please note Zorange game center on your letter), and we will give you necessary help.