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## Agreement on User Registration and Services

Welcome to Fofa.so website (<https://fofa.so>) services!

You (or "User") and Foundtech HK Limited (or "We") hereby signed this Agreement on Fofa.so website and related services.

### 1. Basic Agreement

1.1. Prior to website services, you shall carefully read and fully understand this Agreement (if you are not of legal age, please read this Agreement with the company of your legal guardian), especially the "Special Tips" clause (if any), the limitation or exemption clause, privacy protection, applicable law and dispute resolution clauses, which will be displayed in bold, black and/or underlined for your attention. Hence, you shall focus on the reading of the clauses.

1.2. **If you disagree with this Agreement, you have full and complete right to stop the website services. Clicking to register or checking "I have agreed" or actually installing and using this website service on the page is deemed to have read, understood, and agreed to accept this Agreement.** In the event of any questions, complaints, opinions and suggestions on this Agreement, please communicate and feedback through the contact information attached.

1.3. Scope of Agreement: Given the uncertainty of Internet services and frequent iterative updates of products, to more comprehensively define the rights and obligations between you and us, **this Agreement includes other policies, rules, announcements, and statements formulated by us in accordance with laws and regulations and this Agreement (unless specifically specified, collectively referred to as "this Agreement"), which you shall also abide by. In case of inconsistency or contradiction in the content, the Agreement terms specifically applicable to a business scenario shall prevail.**

1.4. Scope of services: We may provide you with services under this Agreement by constantly enriching functional interfaces, including, but not limited to, mobile applications (" Apps "), PC websites, applets, and other forms, which shall be subject to the scope of service function interfaces published in real-time.

1.5. Modification and update: We have the right to modify this Agreement when necessary in accordance with laws and regulations. The updated terms of the Agreement will replace the original Agreement and take effect after the expiration of the period specified by law. You can check the latest version of the terms of the Agreement on the relevant service page. **Continuing the use of the website services after the modification and alteration of this Agreement will be deemed to be your agreement with the modified Agreement. If you disagree with the modified Agreement, you have the right to stop using the website services.**

### 2. Premise of Using This Website

2.1. Requirements: Natural persons, legal persons, or other organizations that meet one of the following conditions can register as users of the website and use the website services: (1) A legal person or other organization legally established and validly existing in accordance with local laws and regulations or the laws and regulations of the place of registration and with corresponding business qualifications;  
(2) A natural person with complete legal capacity for civil rights and civil capacity;

If you agree with this Agreement on behalf of others (such as a company or your customer), you shall declare and promise that you have obtained full authorization and qualification.

2.2. Real-name authentication: **We have the right to require you to carry out real-name authentication according to laws and regulations. You shall provide your own certification materials and relevant information that meet the above conditions according to our requirements while ensuring that the materials and relevant information provided are true, legal, valid and complete. You shall irrevocably authorize us to inspect and verify such materials and information by ourselves or through a third party. You shall understand and confirm that our review of the materials and information provided by you is only a formal review. Agreeing to your registration application does not mean that we confirm that the materials and information provided by you are true, legal, valid, and complete. When the materials and relevant information you submit are changed, you shall promptly notify and resubmit the relevant materials and information. You shall incur the losses and liabilities arising from your failure to notify and resubmit the said materials and information in time.**

2.3. **If you do not meet the above conditions, you will not be able to register as a user of the website and use the website services. If you are found to be unqualified or provide false materials, we have the right to immediately cancel your account and suspend your rights to use the website services in any way. Meanwhile, we also have the right to require you to compensate for all losses of us or other users.**

2.4. Scope of license: The Website account grants a personal, non-transferable and free use of some functions to you to use the Services of the Website, and users may use the Website on relevant terminals for non-commercial purposes (except business members and corporate members). The User shall not copy, change, modify, connect or run the data released into the memory of any terminal during the operation of the Website or the Website exhibition, or create any derivative works during the operation of the Website between the client and the server. This includes but is not limited to the use of plug-ins, plug-ins or unauthorized third-party tools/services to access the Website and related systems, unauthorized reverse engineering of all or part of the Website programs, etc.

2.5. Restrictions: You shall agree to use the website services only for the purpose of this Agreement and for legitimate purposes. If your behavior like the use of the website services intentionally or unintentionally constitutes a threat to our ability or authorization to provide the website, we have the right to resort to all reasonable measures to protect the website, such as suspending your access to the website. Your repeated violation of the restrictions may lead to the termination of the website services.

### 3. Service Content of This Website

3.1. This website provides a neutral technical service, is a network space mapping search for the public network search engine.

3.2. **The search results in this website service are obtained and generated automatically according to the keywords you type and identify. We do not guarantee the security, correctness, timeliness, and legitimacy of the search results in any form.**

3.3. Unless this website otherwise particularly specified, any third-party web page searched and linked through the use of this website service is made or provided by a third party. Your access to information and services from the third-party Web page is a service contract relationship established between you and the third-party service. You and the third party shall settle any disputes arising therefrom, and we will not bear any legal responsibility.

3.4. Purchase and Payment. You should be aware that, unless following industry practice or separately stated, you may use this website free of charge. However, you should be cautious in purchasing and paying for the third-party web pages linked to the search results, in-app recharge, rewards, etc. If there is any dispute, you should contact the third party to resolve it, and we will not be responsible for it. In addition, we reserve the right to charge for all or part of our services in the future.

3.5. This website provides you with bookmark synchronization. You can choose to have your bookmarks backed up on our data servers. We will only provide this service to you if you choose to use this feature. To ensure the security of your data, we will take strict security protection measures for your data.

3.6. Your use of this website includes browsing web pages, website addresses and search functions, and the corresponding traffic fees incurred will be charged by third-party operators, and you will be responsible for this fee.

### 4. User Account Rules

4.1. You may need to provide some necessary information when registering or using this website service. You shall ensure that the information you fill in and provide is true, accurate and complete. Otherwise, you will not be able to use the website services or will be restricted in the process of use, or even affect whether you can use the specific

functions of the website. **You shall bear the responsibilities and losses caused by the untrue, inaccurate or incomplete information you provided.**

4.2. We have the right to decide whether to provide services by judging whether the materials you provide are authentic, accurate and complete, and able to meet other conditions specified in the website service. In the process of using the website service, you shall change the information promptly in case of any changes in the materials you provided previously.

**4.3. After you register successfully, we will configure an account for you. The ownership of the account belongs to us, and the user only has the right to use it during the validity of this Agreement.** Without the consent of the website, the user's account is only used by the user, and the account information and authority shall not be licensed to a third party for use or/and jointly controlled and used by a third party by means of transfer, gift, borrowing, sale, authorization or lease.

4.4. Once the service users of this website are registered, they can use other products operated by our affiliates on this website, or third-party platforms such as partners. When logging in with an account on this website and using other products or services, in addition to complying with the provisions of this agreement, you should also abide by the provisions of the service agreement of such products. This website and other products are responsible for possible disputes within the scope of legal provisions and agreements.

4.5. In consideration of customer experience and functional services, the information you are required to fill in may not be completely consistent when using different services. Therefore, when using higher-level services, in order to provide you with better services and the security of your login account, you may need to supplement the complete information before using it.

**4.6. We will provide you with account security responsibilities in accordance with laws and regulations. You are also responsible for keeping the user name, password, and other information of your account. If your account is stolen/lost, you shall notify us immediately, otherwise, you will bear the legal liability caused by such matters. Any use of the website service login account and login certificate is regarded as your own operation, and the electronic information records generated by the operation are valid credentials for the user behavior of the website service.**

4.7. If you need to cancel your account, you have the right to do so through the methods and procedures published by this website. We will provide you with an account cancellation service after verifying your identity and disputes. **After you log out of your account, we will stop providing you with any services that you need to log in for use. Meanwhile, we also reserve the right to directly recover and cancel your account and stop the service if your account meets the following conditions: (1) It fails to pass the real-name authentication; (2) The website has not been logged in or used for 12 consecutive months.**

**4.8. About payment: You can download the result through this website for a fee. You need to pay by recharging to get F coins. The fee standard is subject to the actual display on the website. Your use of the data downloaded from this website must comply with laws, regulations, and the provisions of this agreement.**

**4.9. About refund: The act of paying for downloading the result by logging in to the account is regarded as your operation. Once you purchase the downloaded data, you agree to this agreement and related regulations, and no refund application for any reason will be accepted. We do not accept any refund**



**applications for reasons that are not attributable to us due to force majeure, such as data shielding, function offline, etc.**

## **5. Code of Conduct for User**

5.1. You shall use the website services reasonably and accept this Agreement and other policies, rules, announcements, and statements formulated and issued by us from time to time.

5.2. Behavior prohibition: You can use this website service within the scope agreed in this Agreement, and you shall not use this website to engage in the following behaviors:

- (1) Enjoy unauthorized website services or maliciously use the website services;
- (2) By using this website, infringe upon others' intellectual property rights, portrait rights, privacy rights, reputation rights, personal information and other legal rights or interests;
- (3) Maliciously fabricate or assist in fabricating facts, evaluations and other information or data;
- (4) Conduct any behavior endangering computer network security, including but not limited to: Using unlicensed data or entering an unlicensed server/account; Entering the public computer network or other people's computer system without permission and deleting, modifying or adding stored information; Without permission, attempting to detect, scan and test the weakness of the website system or network or other acts that undermine network security; Intend to interfere with or destroy the normal operation of the website system or website, deliberately spread malicious programs or viruses and other acts that destroy and interfere with normal network information services; Forging TCP / IP packet name or partial name; Upload any virus, Trojan horse, worm virus and other content causing harm to the network;
- (5) Make reverse engineer, reverse compiling, or reverse assemble of the website service or attempt to figure out the source code and algorithm of the website service in any other manner, or modify or disable any function of the website or create derivative works based on the website without permission. Remove any ownership statement or label on the website or documentation, or integrate the website into other website;
- (6) Conduct any act that undermines the fairness of our services or other acts that affect the normal order of the application, such as active or passive score swiping, partnership cheating, using a plug-in or other cheating website, using BUG (also known as "vulnerability" or "defect") to obtain improper illegal benefits, or making plug-in, or making tag-on service, cheating website, and BUG known to the public through the Internet or other means;
- (7) Engage in other acts prohibited by laws and regulations, policies, public order and good customs and social morality, as well as acts that infringe on the legitimate rights and interests of other individuals, companies, social organizations and organizations.

## **5.3. Specifications for Information Content**

5.3.1. Without our written consent, you shall not, or authorize, permit or assist any third party, to carry out the following acts on the information content in the website:

- (1) Copy, read, and adopt the information content of the website and services for any form of commercial use;
- (2) Edit, sort out and arrange the information content of the website without authorization and display it in channels other than the source page of the website;
- (3) Exert or assist a third party in exerting negative effects on the information content of the website in illicit means, such as effects on traffic, reading volume or transaction guidance, transfer, hijacking, etc.

## **6. Personal information protection and privacy policy**

6.1. We always respect users' privacy and protect your personal information security. We will take reasonable measures to protect your personal information and privacy. You shall know and agree that to strengthen the product service function and user experience, we may need to store and reasonably use the data and other information you scan with this website, so as to optimize the upgrade and provide better services. **We promise that before obtaining your consent, we will not collect and use your personal information other than the necessity to provide the service. We will just use the information to provide the service without aiming to achieve other purposes. According to industry practice, unless associated with your personal account, the keywords you enter when using will not be considered as your personal information.**

6.2. Security protection: We will establish a perfect management system with all secure technologies and procedures to protect your personal information and privacy from unauthorized access, use, or disclosure.

6.3. Information use and disclosure: we have the right to obtain, use and store your personal information in an express manner on the premise of complying with laws and regulations. We will not disclose, edit or disclose your personal information and the non-public content you keep with us without your authorization.

6.4. You shall agree that we have the right to collect your behavior information through cookies and other technologies, and freely use the masked pure business data that can avoid revealing your personal identity information. Meanwhile, you can also delete cookies according to your preferences, and then you need to change the user settings by yourself each time you visit our website.

6.5. **In addition to complying with the personal information protection and privacy policy specially-agreed under this Agreement, we hope you will carefully and completely read the Privacy Policy formulated and timely released by us specifically for the website, which will help to protect your personal information.**

## **7. Information or advertisement push**

7.1. While accepting our services, you shall agree to allow us to send, display advertising, promotion, or publicity information (including commercial and non-commercial information) to you by ourselves or by a third-party advertiser on the premise of complying with laws and regulations. If you are not interested in the advertisements or information sent or recommended, you can control the system to display or not

display/reduce the display of relevant types of advertisements or information based on the relevant technical options provided by us.

## **8. Intellectual property rights and other rights and interests**

8.1. We have corresponding rights to the materials protected by intellectual property rights or other laws contained in this website. Except for the contents that are copyrighted by users or third parties according to law, the intellectual property rights of the overall contents of the website belong to us or affiliated companies.

8.2. **When you use our services, the intellectual property rights of the original information such as words, pictures, videos, website, and performances published and uploaded by using the platform and services belong to you (or otherwise agreed by the third-party content provider and you). However, based on the needs of the operation of the platform, you shall confirm that your publishing and uploading of such information is deemed to have authorized us with the use, reproduction, dissemination of intellectual property rights, and other rights.**

8.3. For the competitive data rights and interests obtained based on the legal processing of data (such as search records, keywords and other non-personal information not associated with your account), unless otherwise provided by laws and regulations, we enjoy independent use rights and interests without your consent.

8.4. Concerning complaints or reports about information content, if you are inadvertently infringed upon your legitimate rights and interests in the process of using the website, you have the right to notify us to take necessary measures to deal with it. In the process of using the website, you also have the right to report the unlawful practice to us, such as any violation of laws and regulations or rules related to the website, and we will take necessary measures in time to deal with it (delete, block, disconnect links or restrict the use of functions, etc.).

8.5. In terms of right protection authorization of contents, concerning ant infringement on your legitimate rights and interests (including but not limited to unauthorized reproduction, use, editing, plagiarism and other acts) under the scope specified by laws and regulations, you shall agree and authorize us to take legal actions in any form, including but not limited to complaints, litigation and other necessary rights protection measures.

## **9. Third-party Services**

9.1. According to the service content, the website may link or include any website, product, service, or any other content of any third party in any forms, including but not limited to external links and service interfaces. Third-party services are provided by third-party companies or institutions. **We are not liable for any promise, statement, or behavior made by a third party when the party provides services. When you use third-party services, please read and abide by legal documents required by the third party, such as the service terms, license Agreement, personal information protection policy, etc, nor will we bear any responsibility for any loss caused to you due to your failure to comply with the third-party service terms, license agreement, privacy policy, or other similar legal documents.**

9.2. To ensure your personal and property safety, please carefully judge whether to use third-party services, especially when it comes to payment. You shall understand and understand the risks and consequences that may arise from the use of third-party services, including but not limited to privacy disclosure, property damage, and other issues. In case of any accident, damage, complaint, dispute, or other problem such as the third party's refusal to provide services during your use of the third party's services, please negotiate with the third party for settlement, and we will provide you with necessary information and assistance.

9.3. Some third-party services need to use your personal information. Using these services is deemed to your agreement that we may send your personal information to the corresponding third party so that you can enjoy corresponding services. We cannot monitor and control how the third party collects, uses, processes, stores, transmits, and protects your personal information. If your personal information is subject to unauthorized access, use, and disclosure due to the third party, you shall claim the right to the said third party and require the third party to bear the corresponding liability.

9.4. The interaction between you and other users only belongs to the behavior between you and other users. We do not control and bear no legal liability for the above user content. You are legally liable for the risks arising from the use of the user content and interaction with other users. We do not bear any legal liability for such behavior other than those expressly stipulated by law.

## 10. Disclaimer

10.1. We do not guarantee the authenticity, accuracy, and completeness of all information, content, links, or advertising of others and third parties (hereinafter referred to as "information") you obtain from the website unless expressly stipulated by law. If any unit or individual conducts any behavior through the above "information", you shall distinguish the authenticity and carefully prevent risks. When you accept our services, you may come into contact with unpleasant, inappropriate, or disgusting content. In no case will we be liable for any such content. For whatever reason, we will not bear any direct, indirect, incidental, or derivative losses and liabilities for any transaction or behavior that does not occur directly with us.

10.2. The prompt of search results does not mean that we agree with the content or position on the third-party web page linked by the search, and does not guarantee that the search results meet your expectations or requirements and that the search service will not be interrupted.

10.3. If you refuse our inclusion of the contents of any of the websites (i.e. cannot be searched), you shall report to us in time, or mark "rejecting being included" on the website page according to the Robots Exclusion Protocol. Otherwise, we will regard it as a website that can be included according to the convention.



**10.4. In view of the particularity of Internet services, you understand and agree that we are not liable for your losses (including but not limited to property, income, data and other intangible losses) under the following circumstances:**

- (1) The website cannot operate normally due to force majeure factors such as the typhoon, earthquakes, tsunamis, floods, power failure, war, and terrorist attacks;
- (2) Interruption or delay of the website due to computer virus, Trojan horse, other malicious programs, hacker attack, technical adjustment or failure of telecom department and network operation company, system maintenance, and other reasons;
- (3) Interruption, termination, or delay of the website due to changes in laws and regulations, orders and rulings of judicial and administrative organs, etc.

**11. Liability for Breach of Contract**

**11.1. If we find or receive tip-off phone calls or complaints about your violation of the provisions of this Agreement or laws and regulations and relevant national regulations, we have the right to warn, freeze, terminate/suspend/restrict the use of the account, terminate or cancel this Agreement, or propose such measures as compensation for damage.**

11.2. If your behavior causes losses to us (including but not limited to direct loss, reputation loss, third-party fines, claims, etc.), we have the right to recover the full amount from you.

11.3. After the termination of this Agreement, we have no obligation to disclose any information in your account to you or the third party designated by you, unless expressly provided by law. After the termination of this Agreement, the platform still enjoys the following rights: according to the law, continue to save all kinds of information you keep on the platform; For your past breach of contract, the platform can still hold you accountable for a breach of contract in accordance with this Agreement.

**12. Governing Law**

You represent and warrant that

(1) your use of Fofa.so will be in strict accordance with the Fofa.so Privacy Policy, the other agreements on the Fofa.so website, this Agreement, and all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the country in which you reside);

(2) All matters relating to the Website and these Agreement and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of Hong Kong without giving effect to any choice or conflict of law provision or rule (whether of Hong Kong or any other jurisdiction).

**13. Contact**

13.1. If you have any questions, complaints, comments and suggestions, you can communicate with us. See the following for our contact information. In case of any change, the information published by the website shall prevail:

Customer service email: [service@foundtech.net](mailto:service@foundtech.net).