

Clipo Service Agreement

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Welcome to **Clipo** (the “Service”)!

Clipo (<https://clipo.cc/>) is an AI-powered creative agent independently developed by Tezign Tech&Design (HK) Limited. (“**we**”, “**us**”, or “**our**”), designed for large-scale short-video creation scenarios such as e-commerce advertising and social media matrix marketing.

Before using the Service, any individual or entity shall carefully read and strictly comply with all provisions of this Agreement (especially those in bold and/or underlined). This Agreement also applies to any subsequent upgraded or updated versions of the Service. We reserve the right to revise this Agreement from time to time within the scope permitted by law. If you do not agree with this Agreement, you are entitled to stop using the Service. **By checking the [Service Agreement] box or using Clipo, you are deemed to have agreed to be bound by all provisions of this Agreement.**

If you are under the age of 18, please read this Agreement under the supervision of your legal guardian and use the Service only with the consent of your legal guardian.

[AI-Specific Notice]

1. Pursuant to the relevant statutory provisions , in order to ensure the traceability of AI content and safeguard the compliance and transparency of AI-generated content, all content generated through the use of the Service, regardless of its form or purpose, **shall be proactively disclosed and labeled using the identification functions provided by us. No organization or individual shall maliciously delete, tamper with, forge, conceal, or otherwise alter AI content labels.**

2. All content generated by the Service is provided for reference only. You shall not treat any output as professional advice. Any decisions, judgments, or subsequent actions taken based on such output, and all consequences arising therefrom, shall be borne solely by you. This includes, without limitation, risks arising from reliance on the authenticity, accuracy, reliability, non-infringement, or fitness for a particular purpose of the output, as well as risks arising from the commercial use of such output. You shall use generative artificial intelligence technologies in a lawful, prudent, and rational manner.

I. Account Management

1. Account Registration and Login

1) When you first use the Service, you shall complete the account registration process as prompted on the relevant interface.

2) When completing the registration process or otherwise using the Service, you shall be a natural person, legal entity, or other organization with full civil rights capacity and full civil conduct capacity.

3) You shall properly safeguard your account information, including your login account and password. We will never proactively request your account password. All actions performed through your account shall be deemed to have been performed by you, and all consequences arising therefrom (including but not limited to account theft or password leakage) shall be borne by you.

4) Under normal circumstances, one user account corresponds to one unique user ID. Your user ID serves as your sole identity for all activities conducted through the Service. You shall bear legal responsibility for all activities and events under your account. If you are an enterprise user, all actions under your account shall be deemed actions of the enterprise.

2. Account Suspension, Termination, and Appeals

1) We have the right to suspend your account under any of the following circumstances, and we will notify you via email, website pop-up, or other means:(a) You violate this Agreement or other agreements, terms, or product usage rules of the Service;(b) Based on reasonable analysis and judgment, we determine that your account activities are abnormal;(c) Your conduct is subject to a complaint or report by others, supported by relevant evidence, and you fail to provide counter-evidence within the specified period as required by us;(d) Suspension is required by governmental or judicial authorities;(e) Other circumstances involving violations of national laws, regulations, or policies.

2) You may submit an account cancellation request by sending an email to us. **Please note that once your account is cancelled, all content associated with your use of the Service (including but not limited to account information and historical conversations) will be permanently deleted. You shall still bear corresponding responsibilities for your conduct during the period prior to account cancellation.** Your account will be cancelled under any of the following circumstances:(a) Required by the state authority;(b) Initiated and processed by you personally for account cancellation;(c) You violate this Agreement or other agreements, terms, or rules of the Service, your account is suspended, and you fail to provide any explicit response within 30 days after we send written notice to you;(d) Your account has not logged in for [24] consecutive months, and there are no unexpired or unused services remaining. We have the right to complete the termination process after sending written notice and upon expiration of a 15-business-day notice period.

3) If any of the above account suspension or cancellation occurs, you shall pay close attention in a timely manner. If you have any objections, you may submit an appeal to us using the contact information specified in Article IX of this Agreement. For account security purposes, you shall cooperate with us by truthfully providing identity verification and relevant materials for verification. Upon receipt of your appeal application, we will process it within 15 business days. You fully understand and agree that we have the right to approve or reject your appeal based on reasonable judgment.

3. Account Security

1) You shall ensure that the devices, products, networks, and network environments under your actual control always meet security and reliability requirements, and you shall bear corresponding maintenance responsibilities. If, due to your personal reasons (including but not limited to device malfunction, communication interruption, network failure, operational errors, computer system intrusion, or unauthorized access), we or any third party suffer legal risks, economic losses, or other damages, all such consequences and losses shall be borne solely by you.

2) You understand and agree that ownership of the Service account and all related rights and interests belong to us. Upon completion of your first login, you will obtain the right to use the account. Your account is for your personal use only. Without our prior written consent, you shall not gift, lend, lease, transfer, sell, or otherwise permit others to use your account in any form.

3) You are responsible for maintaining the security and confidentiality of your account and password and shall not disclose them to others under any circumstances. If you discover that your account is used by others without authorization or that any other security vulnerabilities occur, you shall notify us immediately. You fully understand and agree that you are responsible for all actions under your account, including any content input or output through the account and all consequences arising therefrom.

II. Service Content

1. Based on the functions of the Service, you may upload materials, audio, or use authorized platform materials and video templates to create digital human videos. Our content creation tools may assist in optimizing or generating your materials or ideas, including but not limited to various video production functions. Please note that content creation tools are based solely on existing training data and model algorithms, and the Service does not guarantee the accuracy or completeness of the generated content. You shall independently evaluate and verify any content generated using the content creation tools, bear the risks associated with using such tools, and understand that in certain circumstances the tools may not provide accurate responses or meet individual needs. You shall use the Service in a lawful, prudent, and rational manner.

2. Within the scope of the Service, we grant you **a limited, revocable, non-transferable, non-exclusive, and non-commercial right** to lawfully use the Service. All other rights not expressly granted in this Agreement are reserved exclusively by us. Before exercising any rights not expressly authorized, you must obtain our separate written consent.

III. Service Usage Terms

1. Based on the Service, we provide you with generated data related to virtual digital human products. Such data is primarily created, generated, and synthesized through algorithmic and artificial intelligence technologies. We will make reasonable efforts to ensure the authenticity, accuracy, objectivity, and diversity of such data. However, due to limitations in information sources, uncertainties in underlying data, and lack of traceability, we make no express or implied warranties regarding such data (including but not limited to warranties of completeness, applicability, or defect-free status). We shall not bear any responsibility for any direct or indirect consequences arising from issues related to the authenticity, accuracy, objectivity, or diversity of such data.

2. You agree and acknowledge that we have the right, in accordance with laws, regulations, and relevant government documents, to proactively review or inspect content you input or output through the Service. We have the right to make independent judgments based on inspection results. If you violate any provision of this Agreement, we may take measures depending on the severity of the violation, including but not limited to issuing warning emails, restricting your use of certain Service functions, suspending the Service, or closing or terminating relevant accounts. If you object to such measures, you may contact us. If your violation causes losses to us, our affiliates, or partners, you shall bear all legal liabilities and compensate us for all losses, including but not limited to litigation costs, reasonable third-party compensation, fines or penalties imposed by authorities, attorneys' fees, and reasonable travel expenses. You shall actively cooperate with competent authorities and us in tracking cybersecurity incidents and provide relevant lawful data and materials. You confirm that you will not circumvent our content security control mechanisms by technical means (such as tampering with API parameters or bypassing security inspection interfaces).

3. When using the Service, you shall comply with applicable national laws, administrative regulations, and public order and morals. You shall not infringe upon the rights of others (including but not limited to reputation rights, privacy rights, portrait rights, intellectual property rights, and trade secrets). You shall ensure that any text content provided or used through the Service **has obtained sufficient, necessary, and valid legal authorization and will not infringe upon the lawful rights of any third party.**

4. The Service itself does not directly upload or provide any content and cannot modify or edit any content you transmit and/or collect. We hereby remind you that any content

uploaded by you, whether publicly or privately transmitted, and regardless of whether it is published or generates revenue, shall be the sole responsibility of the content provider or user for the act of uploading and using such content.

5. Content that you upload, input, or otherwise use shall not include, nor induce the Service to generate, any of the following content:

a) Content opposing the fundamental principles;

b) Content disclosing state secrets, endangering national security, or harming national honor or interests;

c) Content subverting state power or undermining national unity, sovereignty, or territorial integrity;

d) Content inciting ethnic hatred or discrimination, undermining ethnic unity, or infringing ethnic customs or habits;

e) Content distorting, vilifying, desecrating, or denying the deeds and spirit of heroes and martyrs, or infringing upon their names, portraits, reputations, or honors through insult, defamation, or other means;

f) Content undermining national religious policies or promoting terrorism, extremism, cults, or feudal superstition;

g) Content spreading rumors, disrupting social order, or undermining social stability;

h) Content involving falsehoods, fraud, fraud-related purposes, invasion of privacy, harassment, abuse, defamation, vulgarity, obscenity, or other morally offensive material;

i) Content promoting obscenity, pornography, gambling, violence, murder, terror, or inciting crimes;

j) Malicious or provocative documents and commercial advertisements, including but not limited to spam emails or spam messages;

k) Content involving illegal business operations beyond the scope of business licenses;

l) Content insulting or defaming others or infringing upon others' lawful rights;

m) Content harming social morality or outstanding national cultural traditions;

n) Other content prohibited by laws or administrative regulations.

6. When using the Service, you shall not engage in the following conduct:

- 1) Using others' information (such as names or avatars) without authorization to input content in another person's name;
- 2) Inputting content that infringes third-party lawful rights (such as copyrights or patent rights) without written authorization;
- 3) Infringing third-party trademark rights, trade names, or design rights;
- 4) Disclosing confidential information obtained during the Service without authorization;
- 5) Connecting the Service to other software (including websites, apps, or mini-programs) or leasing it to others without our authorization;
- 6) Using any registered, pending, or unregistered goods, marks, or logos originating from us without our written consent;
- 7) Deleting, tampering with, concealing, or altering any patent, copyright, trademark, ownership, or other rights notices displayed on or contained in the Service;
- 8) Interfering with or attempting to interfere with the normal operation of any part or function of the Service;
- 9) Circumventing, attempting to circumvent, or using any software or tools claiming to bypass content protection mechanisms or Service data;
- 10) Using Service outputs beyond the scope of authorization for any commercial or other purposes, or disclosing, providing, forwarding, disseminating, or publicly releasing them to third parties by any means;
- 11) Other acts that may infringe upon third-party rights.

7. If content involved in your use of the Service violates this Agreement or laws and regulations, we may take one or more of the following measures:

- 1) **Warning and Rectification:** For minor violations (such as individual keyword violations without serious impact), you shall complete rectification within [2 hours] after receiving our notice;
- 2) **Function Restrictions:** For continuous violations or failure to rectify, we may restrict your use of all or part of the Service functions;
- 3) **Service Suspension:** For serious violations (such as generating illegal information or large-scale dissemination of harmful content), we may immediately suspend your use of the Service (temporarily or permanently) and retain relevant violation evidence;

4) **Termination of Cooperation:** For repeated violations or refusal to rectify, we may terminate cooperation and permanently cease providing any services to the user, and pursue liability for breach of contract in accordance with law;

5) **Regulatory Cooperation:** If user input or generated content involves illegal or criminal activities (such as promoting terrorism or disseminating obscene materials), we may immediately stop relevant services, eliminate illegal or harmful content, and cooperate with regulatory authorities such as cyberspace administration and public security organs by providing user records and content logs.

8. Under any circumstances, we shall not be liable for any direct, indirect, consequential, punitive, incidental, or special damages arising from the Service (including but not limited to loss of profits suffered by you due to use of the Service), even if we have been advised of the possibility of such damages.

9. If you violate this Agreement and cause us to suffer any losses, you shall bear corresponding compensation liability (including but not limited to reasonable attorneys' fees, investigation and evidence collection costs, litigation costs, and preservation fees) and ensure that we are indemnified against such liabilities.

IV. Ownership and Intellectual Property

1. We retain ownership and all intellectual property rights in the Service and all its elements (including but not limited to trademarks, logos, product interfaces, content, data, technologies, algorithms, and code), including copyrights, trademark rights, patent rights, and related neighboring rights. Without our explicit written consent, you shall not, for any commercial or non-commercial purpose, independently or authorize any third party to exploit, use, transfer, display, download, or disseminate such intellectual property in any form, nor register them as trademarks or domain names or apply for design patents. We reserve the right to pursue legal liability for such acts.

2. Without our written permission, you shall not engage in reverse engineering, decompilation, or disassembly of the Service, nor rent, lend, modify, assemble, or develop derivative works of the Service. You shall not copy, modify, hook, or create derivative works based on any data released into terminal device memory or any interaction data between client and server during Service operation, including but not limited to using plug-ins, add-ons, or unauthorized third-party tools or services.

3. **【Special Reminder】** Text content submitted by you to the Service is collectively referred to as "Input", and content generated by the Service in response to your Input through AI technologies is referred to as "Output". **You shall independently bear legal responsibility for your use of Input and/or Output. For the avoidance of doubt, if Input and/or Output contains content in which third parties hold intellectual property or other lawful rights, such rights shall remain with the respective third**

parties and shall not be altered by virtue of such Input or Output. You shall ensure that any information provided or uploaded during use of the Service is owned by you or that you have been lawfully authorized to use such information in a manner consistent with the scope and purpose of authorization.

4. For the purpose of continuous improvement and optimization of the Service, unless otherwise agreed by both parties, your use of the Service and the Input and/or Output generated therefrom shall be deemed as your grant of a **worldwide, perpetual, irrevocable, royalty-free** license to us and/or our affiliates to use such content across all products or services. Such license is transferable and may be sublicensed or relicensed.

5. If any third party raises questions or complaints regarding the intellectual property ownership of your Input and/or Output, you shall provide relevant proof of intellectual property rights and cooperate with complaint handling. If it is verified that your Input and/or Output is illegal or infringes third-party lawful rights, we have the right to delete such content from the server, suspend your access to the Service, and reserve the right to pursue legal liability against you.

6. All other rights not expressly granted in this Agreement are reserved by us. Our failure to exercise any right shall not constitute a waiver of such right.

V. Privacy and Data Protection

1. We have obtained **Level III Cybersecurity Protection certification, ISO/IEC 27001** Information Security Management System certification, and **ISO/IEC 27017** Cloud Service Security Management System certification. ISO/IEC 27001 and ISO/IEC 27017 are widely adopted global security standards. These certifications fully demonstrate that the Service's security management complies with internationally recognized standards and provides a systematic and continuous approach to managing information security to ensure the confidentiality, integrity, and availability of data.

2. The Service ensures the security and confidentiality of files transmitted by you. We endeavor to adopt industry-standard security measures, including reasonable policies, security technologies, and regular vulnerability scanning, to prevent unauthorized access, use, or modification of your data and to avoid data damage or loss.

3. We will not disclose or provide any content stored on the Service to third parties unless under the following circumstances:(a) Necessary to realize product functions;(b) With your written consent;(c) Required by laws, regulations, or lawful requests by governmental authorities;(d) Other circumstances where disclosure is required by law.

4. We attach great importance to the security and confidentiality of your personal information. We will establish comprehensive management systems using various security technologies and procedures to protect your personal information. Our **Privacy**

Policy explains how we collect, use, share, transfer, and disclose your personal information during your use of the Service. Except as required by laws, stipulated in the Privacy Policy, or otherwise agreed, we will not collect, store, or disclose your personal information to third parties without your written consent.

5. You shall fully respect the personal information of any individuals, including other users, that you may learn, receive, or access through the Service. You shall not collect, copy, store, disseminate, or otherwise use others' personal information by any means. Any consequences arising therefrom shall be borne by you.

VI. Force Majeure

1. If a party suffers economic losses or is unable to perform or fully perform the Service due to force majeure events that are unforeseeable, unavoidable, and insurmountable, the affected party shall not be liable for losses suffered by the other party. The affected party shall promptly notify the other party in writing and provide details and valid supporting documents within 15 days.

2. Based on the impact of the force majeure event on performance, the parties shall negotiate whether to continue or terminate this Agreement. Force majeure events include, but are not limited to, heavy rain, floods, tsunamis, storm surges, typhoons, hurricanes, snowstorms, earthquakes, volcanic eruptions, mudslides, fires, droughts, explosions, lightning, epidemics, power outages, network interruptions, mobile gateway failures, wars or armed conflicts, terrorist attacks, riots, strikes, governmental intervention or control, changes in laws or policies, and other circumstances recognized as force majeure under applicable laws or business practices.

VII. Use by Minors

1. If you are under 18 years of age, you shall read this Agreement under the supervision of your legal guardian and use the Service only with the guardian's consent. You shall use the internet appropriately, avoid addiction to virtual environments, and develop good online habits. You and your guardian understand and confirm that any violations of laws or this Agreement may result in legal liability borne by you and your guardian in accordance with law.

2. To better protect minors' privacy rights, we remind you to exercise caution when publishing content involving minors. Once such content is published, it shall be deemed that you have obtained the consent of the relevant rights holders to display minors' portraits and personal information on the Service and to allow us to use and process such content in accordance with this Agreement.

3. Special Notice to Guardians

(a) If your ward uses the Service, you, as the guardian, shall guide and supervise the ward's registration and use. If your ward applies for a Service account, we shall have the right to deem that your consent has been obtained.

(b) Your ward may use recharge or payment functions when using the Service. As a guardian, please properly safeguard your payment devices, accounts, and passwords to avoid unauthorized use by the ward.

VIII. Disclaimer

1. You understand that all content generated by the Service is produced by artificial intelligence models and is provided for reference only. We make no guarantees regarding the accuracy, completeness, or functionality of such content, and such content does not represent our views or positions. Any results generated by AI tools or technologies cannot replace decisions made by you based on your own experience, knowledge, and judgment.

2. Our Service is based on information accumulated from sources permitted by laws and regulations, including public internet sources, and has undergone continuous automated and manual sensitive data filtering. However, some information may still be flawed, unreasonable, or cause discomfort. If this occurs, we welcome and appreciate your feedback through official channels. **You understand and agree that the Service is not yet fully complete, and we make no commitments regarding service availability or reliability. We shall not bear responsibility for any results arising from your use of the Service, and such results do not represent our position.**

3. You understand that **you bear warranty responsibility for your input content**, and we have no obligation to review such content. Any disputes or liabilities arising therefrom shall be borne by you. You shall take all reasonable measures to ensure that we are not affected by related claims or lawsuits, and you shall compensate us for all direct and indirect economic losses arising therefrom.

4. When using the Service, you may access third-party systems or software services through the platform. Such services are provided by third parties, and we do not guarantee the legality, security, accuracy, validity, or other risks of such services. We shall not bear any liability for disputes or damages arising therefrom.

5. You understand that we may conduct regular or irregular updates, upgrades, inspections, or maintenance of the Service or related network facilities. If such activities result in reasonable service interruptions, we shall not bear liability and will make reasonable efforts to provide prior notice and promptly restore service.

6. You understand that, for overall service operation and platform security, we have the right to adjust service or function settings, scope, and to modify, interrupt, suspend, or terminate the Service or related services as appropriate.

IX. Governing Law and Dispute Resolution

For the purposes of this Agreement, the formation, validity, interpretation, performance, amendment, termination of this Agreement and any disputes arising out of or in connection with the aforesaid matters shall be governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China. In the event of any dispute between the Parties regarding the content of this Agreement or its performance, the Parties shall endeavour to resolve such dispute through amicable negotiations; in case no settlement can be reached through negotiations, either Party may submit such dispute to the **Hong Kong International Arbitration Centre** for arbitration.

X. Complaints, Reports, and Handling

1. Contact Information

Email: clipo.support@tezign.com

2. If you discover any illegal, non-compliant, or rights-infringing content within the Service, you may notify us in writing using the above contact information. You shall provide relevant evidence or supporting materials as required. We will handle complaints or reports in accordance with law.

3. If you are subject to an infringement complaint by a rights holder while using the Service, you may also submit counter-evidence or supporting materials for appeal using the above contact information. We will handle such appeals in accordance with law. For complaint handling purposes, we may disclose rights holder information to you and disclose your information to rights holders to facilitate communication and protect the lawful rights of all parties.

4. If you have any questions, opinions, or suggestions regarding this Agreement or the Service, please contact us at any time. Upon receipt of your feedback, we will respond within legally prescribed time limits and handle the matter within a reasonable period in accordance with laws and this Agreement.

XI. Miscellaneous

1. All notices to you may be delivered via website announcements, pop-up notifications, emails, SMS messages, or other means (based on contact information you provided during registration). Such notices shall be deemed delivered on the date sent. If multiple notice methods are used, delivery shall be deemed complete upon the earliest dispatch.

2. Due to the timeliness, complexity, and efficiency requirements of network services, as well as regulatory and policy compliance needs, we reserve the right to adjust this Agreement and related service rules. Such adjustments will be announced through one or more means, including website notices, announcements, pop-ups, emails, system messages, or in-platform notifications. Continued use of the Service after adjustments

constitutes your acceptance of the revised Agreement. If you do not agree, you shall stop using the Service.