

Term of Use

1. INTRODUCTION

These Terms of Use (“Terms”) provide important information about ordering goods or services (“Products”) from NewBit, through any of NewBit application-based services (the “Services”), so you should take the time to read and understand them. You may review, save or print any part of these Terms. We encourage you to print out a copy of this entire document and refer to it as you use the Services.

IMPORTANT: PLEASE READ THESE TERMS CAREFULLY, SINCE YOUR USE OF ANY OF THE SERVICES CONSTITUTES ACCEPTANCE OF THESE TERMS AND CREATES A BINDING LEGAL AGREEMENT. YOU MUST ACCEPT THESE TERMS IF YOU WISH TO USE ANY OF THE SERVICES. IF YOU CHOOSE TO ACCEPT THESE TERMS, YOU MUST DO SO AS THEY ARE PRESENTED TO YOU; NO CHANGES (ADDITIONS OR DELETIONS) WILL BE ACCEPTED BY NEWBIT. APPLICABLE LOCAL (NON-U.S.) LAW MAY ALTER OR AFFECT THE RIGHTS OF EITHER PARTY UNDER THESE TERMS.

NewBit may change, add or remove any part of these Terms at any time. If it does so, NewBit will post such changes on www.newbit.global.

If any future changes are unacceptable to you, you should discontinue using the Services.- Your continued use of the services now, or following the posting of notice of any such changes, will indicate your acceptance of these teams, and of any such changes.

Your use of the Services is also subject to NewBit Privacy Policy.

To use any of the Services, you must be at least 18 years old. If you are under the required age, you may still use the Services, but only if the account you are using was created and registered by your parent or legal guardian.

2. AVAILABILITY OF THE SERVICES

While NewBit will make all reasonable efforts to ensure that the Services are available at all times, NewBit does not guarantee, represent or warrant that your access to any of the Services will be uninterrupted or error-free. In addition, while NewBit makes reasonable efforts to ensure that all content and/or information submitted by you to NewBit will be secure, NewBit does not guarantee that the Services will be free from loss, corruption, attack, viruses, “worms”, “trojan horses” or other harmful components, or from interference, hacking or other security intrusions. You should be sure to back up your own system periodically to ensure that all content is available to you in the event of any loss or damage.

NewBit may change, suspend or discontinue any of the Services at any time. NewBit may also impose limits on the use of or access to certain features or portions of the Services, in any case without notice or liability.

3. ACCEPTABLE USE GUIDELINES

There are rules and standards that you must abide by in connection with your use of the Services. As a user of any of the Services, you agree to comply with the guidelines set forth in these Terms, and you acknowledge that NewBit has the right to enforce those guidelines as it deems appropriate in its sole discretion. This means that if you, or anyone using your account or identifying information, violate these Terms, NewBit may take any and all actions — from the issuance of a warning to terminating your right to use the Services to cancellation of your order for any Products and involvement of the appropriate authorities — that NewBit deems necessary or appropriate. NewBit may not be required to provide notice prior to terminating your right to use the Services for violating these Terms, but it may choose to do so.

NewBit reserves the right to cooperate with law enforcement authorities, including complying with warrants, court orders and subpoenas, in connection with the Services and/or any information or content submitted by you to NewBit in connection with your use of the Services and/or any order you may place for any products through the Services. If NewBit decides to investigate or resolve possible misuse involving you or any information or any content you submit to NewBit with respect to your use of the Services, NewBit may disclose any information about you and any such information, including the content, to law enforcement or other government officials, as NewBit, in its sole discretion, believes to be necessary or appropriate.

By using the Services, you agree to waive any claims you may have against NewBit, and to hold NewBit harmless and indemnify NewBit with respect to any claims relating to any action taken by NewBit as part of its investigation of a suspected violation of this agreement or as a result of its finding or decision that a violation of this agreement has occurred. This means that you cannot sue NewBit or recover any damages whatsoever from NewBit as a result of its decision to remove or refuse to process any information or content, to warn you, to suspend or terminate your access to the Services, or to take any other action during the investigation of a suspected violation or as a result of NewBit conclusion that a violation of this agreement has occurred. This waiver and indemnity provision applies to all violations described in or contemplated by this agreement.

4. DISCLAIMER OF WARRANTIES; LIABILITY LIMITATIONS

You expressly agree that your use of, or inability to use, the Services is at your sole risk. The Services and any products ordered by you through the Services are (except as expressly stated by NewBit) provided “as is” and “as available” for your use, without warranties of any kind, either express or implied, including all implied warranties of merchantability, fitness for

a particular purpose, title and non-infringement. Because some jurisdictions do not allow the exclusion of implied warranties, the above exclusion of implied warranties may not apply to you.

In no case shall newb, its directors, officers, employees, affiliates, agents or contractors be liable for any direct, indirect, incidental, special or consequential damages arising from your use of any of the Services or for any other claim related in any way to your use of the Services. Because some jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such jurisdictions, newb's liability shall be limited to the extent permitted by applicable local law.

NOTICES:

NewBit may send you notices with respect to the Services by sending an e-mail message to the email address listed in your NewBit ID contact information or by sending a letter via postal mail to the contact address listed in your NewBit ID contact information.

5. LEGAL PRINCIPLES

You agree that these Terms are not intended to confer and do not confer any rights or remedies upon any person other than you, as a user of the Services, and NewBit.

If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. NewBit failure to enforce any right or provisions in these Terms will not constitute a waiver of such provision, or any other provision of these Terms. Except as required by applicable non-U.S. local or national law, the laws of the State of Cayman, excluding its conflicts of law rules, govern these Terms and your use of the Services. Your use of the Services may also be subject to other local, state, national, and international laws. Subject to the foregoing, you expressly agree that exclusive jurisdiction for any claim or dispute with NewBit regarding or relating in any way to your use of the Services resides in the courts of Cayman.

6. FOR NON-U.S. USERS OF THE SERVICES

Orders for products may be accepted and/or processed by NewB Technology Holding Limited ("NewB Tech"), a Cayman corporation, or any of its subsidiaries or affiliates. The Services are provided by "NewB Tech", a Cayman corporation, and not by any of its subsidiaries or affiliates, and are not based in the United States. The personal information which you give to NewBit when registering for the Services or placing any order for products will be used in connection with your use of the Services or fulfilling your order, and will be transferred to and maintained in NewBit records in the United States. If you do not consent to this transfer, do not accept these Terms for use of the Services.



7. SPECIAL PROVISIONS FOR PARTICULAR SERVICES

NewBit does not guarantee or warrant that any photos, digital images or text (collectively, “Content”) you send to NewBit for the purpose of ordering photos or custom photo albums (or other Products) through the Services will not be subject to inadvertent damage, corruption or destruction. You are responsible for backing up your own computer, all Content. NewBit will not be responsible for any archiving or back-up of any Content. If any Content which is transmitted to NewBit is damaged, lost or corrupted in any way, NewBit will have no obligation or liability to you. You are solely responsible for your use of the Services, including all Content you generate or forward to NewBit. NewBit is not and will not be responsible for what is in any such Content.

Although NewBit encourages you to use the Services to express your creativity, NewBit reserves the right to refuse to process any order submitted by you containing Content that NewBit, in its sole discretion, deems abusive, defamatory, obscene, in violation of copyright or trademark laws, or otherwise offensive, illegal, inappropriate or unacceptable, including any material NewBit believes may cause any liability for it under any applicable law or regulation, or which may cause NewBit to lose the Services of any supplier may provide part as of the Services or in connection with fulfilling any order for Products. In particular, NewBit reserves the right to refuse to process orders containing Content which, in NewBit sole opinion, contains expressions of abuse, offensive language or images, obscenity or pornography (including but not limited to child abuse or child pornography, and/or depictions of minors engaged in sexual conduct or explicitly sexual situations).

By submitting Content to NewBit, you are representing that you are the owner of such material, or have proper authorization from the owner of the Content to distribute it. You hereby grant NewBit a worldwide, royalty-free, non-exclusive license to use the Content for the limited purpose of processing your order for Products through the Services. Said license will terminate upon fulfillment of your order.

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