

Descart Can User Agreement and Privacy Policy
(Effective Date: May 1, 2024)

User Agreement

1. Account

- All users who use Descart Can platform services are considered "Descart Can platform users." The platform does not require registration and does not have a real-name account system for users. Please read these terms of service carefully before using Descart Can platform services. If you disagree with these terms (including any modifications made to them at any time), please stop using all services provided by Descart Can immediately. By using Descart Can services and becoming a Descart Can platform user, you are deemed to have understood and fully agreed to all terms and any modifications made to them.

2. Service Content and Fees

- The Descart Can platform provides a service for users to create and use AI avatars (Desoul). The platform aims to help users utilize AI-related products. Any new functions that enhance or add to the Descart Can platform services, including new products, are subject to these terms. Users agree that Descart Can services are provided as they are currently presented. The platform is not responsible for any issues related to user communications or personalized settings. Descart Can reserves the right to suspend any part of its services for maintenance, upgrades, or other purposes without prior notice. Users must have internet access from a legally qualified third party and are responsible for any associated fees. Additionally, users must equip and maintain all necessary equipment for internet access, including computers, modems, or other devices.

3. User Conduct

- Users must comply with relevant laws and regulations when using Descart Can services. Users agree not to engage in any illegal or improper activities, including but not limited to uploading, displaying, posting, or transmitting any content that:

- Opposes constitutional principles;
- Endangers national security, leaks state secrets, subverts state power, or undermines national unity;
- Harms national honor and interests;
- Incites ethnic hatred or discrimination, or undermines national unity;
- Violates national religious policies or promotes cults and feudal superstitions;
- Spreads rumors, disrupts social order, or undermines social stability;
- Spreads obscenity, pornography, gambling, violence, murder, terrorism, or incites crime;
- Insults or defames others, infringes upon the legal rights of others;
- Contains false, harmful, threatening, invasive of privacy, harassing, infringing, defamatory, vulgar, obscene, or morally offensive content;
- Is restricted or prohibited by any laws, regulations, rules, ordinances, or legally

effective norms.

- Users must not use Descart Can services for any illegal purposes, including unauthorized access, modification, or deletion of computer network functions or data. If users violate these regulations, Descart Can or its authorized persons have the right to require users to correct their actions or take necessary measures (including but not limited to changing or deleting posted content and suspending or terminating user rights) to mitigate the impact of improper behavior.

4. Transactions with Advertisers and Third Parties

- Any communications or commercial dealings between users and advertisers or third parties on Descart Can, including payments and deliveries, are solely between the user and the advertiser or third party. Descart Can is not responsible for any losses or damages resulting from these transactions.

5. Exclusive Rights of Descart Can Platform Users

- Users have the right to:
 - Consult customer service for any questions or problems encountered while using Descart Can services.
 - Provide opinions or suggestions for Descart Can's development.
 - Report any illegal, false, or inappropriate content found on Descart Can.

6. Exclusive Rights of Descart Can Platform

- To better serve users, Descart Can has the right to:
 - Classify and grade users, providing different permissions for different categories or levels.
 - Analyze and commercially use the user database without disclosing individual user privacy.
 - Select and recommend public projects to users.

Privacy Policy

1. Introduction

- This privacy policy applies to the use of any products and services provided by Descart Can. By accessing or using our services, you agree to our privacy policy and practices. This policy informs you of our data collection, use, and disclosure practices, and your related rights.

2. Data Collection

- We do not collect personal information but process and store created AI identity information and related device or internet information (e.g., IP address and MAC number) to provide complete services. We collect information during the customer usage process, including camera, sound, album permissions, and IP address, third-party account for geographic or account validity identification.

3. Data Usage

- We use collected data to:

- Provide and maintain services;
- Communicate, manage, deliver, improve, and personalize services;
- Monitor service usage;
- Detect, prevent, and resolve technical issues;
- Generate general data to improve services;
- Communicate with you about Descart Can and its affiliates' products or services, unless you opt out.

4. Data Sharing

- We do not share personal data with third parties except for partners providing services under privacy protection terms, or as required to:

- Protect Descart Can and its customers' rights or property;
- Prevent or investigate misconduct;
- Comply with government requirements;
- Enable affiliates or partners to communicate about new products or services (unless opted out);
- Allow third-party service providers to provide services within specific scopes.

5. Data Transfer

- We may transfer and store data on computers outside your jurisdiction, ensuring data protection. By providing information, you agree to such transfers.

6. Data Storage

- We store data according to laws and keep it strictly confidential. If necessary, we ensure receiving institutions keep your personal information confidential.

7. Data Retention

- We retain data for the purposes specified in this policy, complying with legal obligations, resolving disputes, and enforcing agreements and policies. By using our services, you agree to our data retention practices.

8. GDPR Compliance

- For EEA residents, we process personal data based on:

- Contractual necessity;
- Consent;
- Legitimate interests not overridden by rights;
- Legal compliance.

9. Data Protection Rights

- EEA residents and users from any jurisdiction have rights to access, correct, delete, or restrict personal data. Requests to exercise these rights will be verified for legal

validity and may incur fees if repetitive or complex.

11. Cookie Use

- We use cookies to identify customers, collect service usage information, and enhance compliance and security. Cookies can be managed through browser settings.

12. Links to Other Websites

- Descart Can may contain links to third-party websites, which are not controlled by us. We recommend reviewing their privacy policies as we are not responsible for their practices.

14. Children's Policy

- Descart Can does not serve individuals under 18 years old. If we collect data from minors without parental consent, we will delete it.

15. Contacting Us

- For any privacy policy or personal data questions, please contact us via email.