

# Subscription Terms and Conditions – Individual end user

## Preamble

The present document contains important information on the conditions (hereinafter "Conditions") of subscription to the paid services available on the site, accessible at [www.imaios.cn](http://www.imaios.cn) (hereinafter "Site") or offered in the applications, available on the Apple Store and Android platforms (hereinafter "Applications") and published by the company IMAIOS (Shanghai) Information Consulting Co., Ltd. (hereinafter "IMAIOS" or "Publisher" or "Licensor"). In this respect, as the Applications are available on these platforms, the Customer using the Applications shall also be required to accept the terms of use of the Apple Store or Android platforms. The Conditions are reserved solely for consumers, as defined by law and jurisprudence, acting exclusively on their own behalf. In accordance with the laws of the People's Republic of China (the "PRC"), the essential characteristics and prices of the Paid Services are available on the Site and the Applications.

The Conditions are accessible, before any order and before its completion on the Site and on the Applications.

## Publisher identification

Company name: IMAIOS (Shanghai) Information Consulting Co., Ltd.

Corporate form: Limited liability company

Registered office: Room 1578, Building 2, 1266 Nanjing West Road, Jing'an District, Shanghai, 200040, China

Unified Social Credit Code: 91310000MAE3FRX513

Legal representative: Nguyen-Thanh Denis HOA

Email: [contact@imaios.cn](mailto:contact@imaios.cn)

# 1 Purpose of the contract

## 1.1 Definitions

For the purposes of this contract, the terms below are defined as follow:

**"License"** refers to this License agreement defining the conditions of access and use of the Products imposed by the Publisher that the Customer accepts in order to place an order. According to the terms of this License, the Editor grants the Customer a license to use the Software for internal purposes as well as for its own needs. This term refers to the present contract, its annexes and its successive modifications.

**"Licensee"** or **"Customer"** or **"User"**: means the natural person wishing to access and use the Paid Services offered by IMAIOS under the conditions set forth in this license, acting in his or her own name.

**"Software"** or **"Solution"** means original Software (including but not limited to, e-Anatomy and vet-Anatomy) published and distributed by IMAIOS and for which the Licensee wishes to have access to paying functionalities. This original Software is based on intangible elements and components such as the development of a source code, a set of instructions, programs (such as graphic interface, databases, etc.), processes and rules which are the result of specific and creative choices and above all of intellectual contribution. It also means the documentation associated with said products and their accessories (images, texts, etc.), i.e. any element attached to or associated with the Software that allows their functioning and use.

**"Paid Services"**: refers to paid access to features of the Software, available on the Site or within the Applications. The Licensor hereby grants the Licensee, who accepts it, a non-exclusive, non-transferable, non-assignable, revocable license to use the paid-for software features ordered for the entire duration of this License, in accordance with its intended purpose and for its personal needs only.

## 1.2 Purpose

The purpose of this contract is thus to determine the conditions of subscription by the Customer allowing him to use the Paid Services of the Products, accessible from the Site or the Applications, within the limits of use defined in the License.

## 1.3 Scope

The Licensee declares that he has read the documentation freely accessible on the IMAIOS website, which presents the characteristics of the Software, as well as the terms and conditions of the License granted by the Publisher to the Customer for the Software and, in the event of an order placed on the Apple Store or Android platforms, the related terms of use.

The Licensee acknowledges that the granted use only allows the Software to be consulted on the Website or within the Applications downloaded onto the mobile device (tablet, telephone) belonging to the Licensee. The Licensee agrees that this License does not include any additional services other than the Paid Services "defined" in Article 1.1 "Definitions". This License does not authorize the Licensee to grant sub-licenses.

This License does not include user support for the Licensee.

Licensee hereby agrees that the Software contains proprietary content, information and materials that are protected by applicable intellectual property and other laws, including but not limited to copyright, and that Licensee shall not use such proprietary content, information or materials in any manner whatsoever, except for the permitted use of the Software under the terms of this Agreement.

The Licensor's intellectual property rights in trademarks, designs and models are not within the scope of this License.

# 2 Terms of order

In order to subscribe to Paid Services, the Customer must follow the steps below:

## 2.1 On the Site

- a. The Customer will click on a link or type in the address of the Site.
- b. The Customer will follow the instructions of the Site and in particular, the instructions necessary for the registration of the Customer, reflected by the creation of a User account if he does not already have one: in this case, the Customer will have, in particular, to provide information relating to his title, his name, his first name, his billing address, e-mail address and phone number. The Customer agrees to provide true and accurate information. The Customer may, at any time, modify his personal information, his login and password, by accessing his account. The Customer is the only one responsible for the use of his login and password, which he agrees to keep secret. In case of loss or unauthorized use of his account, it is up to the Customer to inform the Publisher without delay, by using the tab "Contact" present on all the pages of the Site. In the event of a possible loss of the password, when opening the session and entering the username and password, the Customer can

click on a link that will allow him to ask the Publisher to grant him a new password that will be sent to the address indicated in his personal information.

c. From then on, the Customer will read the present on the link "Subscription Terms & Conditions" as well as the conditions of access and use of the site and the applications. The Customer will then check the box "I accept the Subscription Terms & Conditions and Conditions of access & use".

d. It is then up to the Customer who wishes to access the Paid Services to fill in the order form. In the event of prolonged inactivity during the connection, it is possible that the selection of the Paid Services chosen by the Customer before this inactivity is no longer guaranteed. The Customer is then invited to restart the selection of the Paid Services from the beginning. The Customer will check the elements of the order and, if necessary, identify and correct any errors; it is always possible to abandon the order until confirmation.

e. The Customer will confirm the order and follow the instructions of the Payment Service Provider to pay the Total Price.

f. The Customer will be redirected to the "My Order" page. At the same time, the Customer will receive an electronic order confirmation, showing the order number and the price paid. The Customer will be able to access an invoice in electronic format on his account. It is recommended to print the order confirmation page, in order to keep the elements of the order, as well as the order number. This number must be remembered for any claim.

## **2.2 On Applications**

a. The Customer shall go to the Application, or, if he does not already have it, to the Apple Store or Android platforms in order to download the Application, in accordance with the terms and conditions applicable to the relevant platform and agreeing to abide by the conditions of access and use of the site and the Applications.

b. The Customer must create a User account within the Application, in order to be able to benefit from the Paid Services on other devices, such as on the Site or the same application on another platform. To this end, he must provide information such as his title, name, first name, billing address, e-mail address and phone number. The Customer agrees to provide true and accurate information. The Customer may, at any time, modify his personal information, his login and password, by accessing his account. The Customer is the only one responsible for the use of his login and password, which he agrees to keep secret. In case of loss or unauthorized use of his account, it is the Customer's responsibility to notify the Publisher without delay, using the "Contact" tab in the Applications. In the event of a lost password, when logging in and entering the username and password, the Customer may click on a link that will lead the Publisher to grant a new password which will be sent to the Customer at the address indicated in his personal information.

c. In any case, the subscription to the Paid Services is made with the platform. Therefore, in addition to reading these terms and conditions on the "Subscription Terms" link, as well as the terms and conditions of access and use of the website and applications, and checking the box "I accept the Subscription Terms & Conditions and Conditions of access & use", the Customer will also be bound by the general terms and conditions of the Apple Store, Android platforms or Payment Service Provider, which he will have already read when downloading the Application and which he will be required to accept again.

d. It is then up to the Customer who wishes to access the Paid Services to order the desired services by selecting the services, clicking on "Subscribe" and then on the desired subscription and on "Subscribe". The Customer will then validate his order, according to the terms retained by the platform and will follow the platform's instructions to pay the price.

e. The Customer shall receive an electronic order confirmation without delay, showing the order number and the price paid. The Customer will be able to access an invoice in electronic format on his account within the platform. It is recommended to keep the order confirmation page, in order to keep the elements composing the order, as well as the order number. This number must be mentioned for any claim.

## **3 Access to Paid Services and Withdrawal**

### **3.1 Access and Limitation**

Access to the Paid Services on the Site will be activated after validation and payment of the order, by providing a username and password. The Customer will be able to access, by logging in on the Site, the Paid Services ordered and paid for. Access to the Paid Services on the Applications occurs after payment has been made on the Application, on the Customer's Android platforms, Apple Store or Payment Service Provider account, but can also be done by linking, within the Application, to the account opened on the Site in order to benefit from the paid services that have been subscribed to on the Site. Indeed, while the use of the Customer's account is strictly individual, no account sharing being accepted, the Customer is entitled to use, in a non-simultaneous manner, the Paid Services on several devices, on the basis of a single subscription.

The Licensee acknowledges that the use of the Paid Services does not include any installation, adaptation, customization, or training services: such services, if required, will be billed separately upon request by the Licensee to the Licensor.

### **3.2 Withdrawal**

Concerning the orders made on the Site, the Customer benefits, beyond even the legal prescriptions, from a right of retraction of 30 (thirty) days from the day his order has been completed. The Customer can thus during this period, without attesting to any reason, go back on his commitment by sending to the Publisher, ideally with acknowledgement of receipt, a letter or an e-mail in that sense and without any ambiguity. A standard withdrawal form, which is only an example, is communicated to the Customer in the appendix. The refund will then take place within 14 (fourteen) days.

With respect to orders for Paid Services placed on the Applications, Android platforms, Payment Service Provider or Apple Store terms of use apply.

In this respect, the Customer ordering services on the Apple Store as well as on Android platforms expressly acknowledges, due to the nature of the subject matter of the contract (access to and use of Products requested by the Customer prior to any exercise of a right of withdrawal), that withdrawal is excluded when the download of the Paid Services takes place at the time of the order on the Apple Store and that the services ordered on Android platforms or Payment Service providers are also immediately available.

During the realization of the various stages mentioned above of the order, the Customer commits himself to respect the present contractual conditions.

The Publisher reserves the right to refuse the order for any legitimate reason and in particular if it is abnormal, placed in bad faith or when there is a dispute with the Customer concerning the payment of a previous order.

## **4 Price and payment**

### **4.1 Price**

To access and use the Paid Services, the Customer must pay the price corresponding to the service in question and to the duration of the subscription chosen.

The price of the subscription allowing access to and use of the Paid Services is specified on the current price list available on the Site or on the Application and mentioned again at the time of the order; it includes all taxes.

The Paid Services correspond to:

- the cost of granting this License for the use of the Site and Applications;
- if applicable, the cost of support, usage statistics, hosting, and bandwidth for the use of the Software.

All other services are not included in the Price, including any potential installation, adaptation, customization or training fees: such services, if required, will be billed separately upon request by the Licensee to the Licensor. In this regard, the telecommunication fees related to access to the Site or the Application shall remain the sole responsibility of the Client. The validity period of the offers and prices is determined by the updating of the Site and the Applications.

### **4.2 Payment**

On the Site and Applications, the payment of the total price by the Customer is carried out by credit card or debit cards, Apple Pay, WeChat Pay or Alipay via third party Payment Processing Providers. The accepted credit or debit cards are those supported by the third parties payment processing providers

Where applicable, the transaction is immediately debited from the Customer's digital wallet or bank card after verification of the card's data, upon receipt of the debit authorization from the company issuing the digital wallet or bank card used by the Customer.

The commitment to pay by means of a digital wallet or payment card is irrevocable. By providing his digital wallet or credit card information, the Customer authorizes the payment provider to debit his digital wallet or credit card for the amount corresponding to the total price.

To this end, the Customer confirms that he is the holder of the digital wallet or bank card to be debited and that the name on the bank card is indeed his. The Customer communicates the sixteen digits and the expiry date of his credit card as well as, if necessary, the numbers of the visual cryptogram.

In the event that it is impossible to debit the total price, the order will be immediately canceled by right.

The Licensor makes every effort to ensure the confidentiality and security of data transmitted on the Site. The Customer is informed that when paying by digital wallet or credit card, the Licensor uses the services of a service provider who is responsible for ensuring the safety of the payment transaction; the Publisher does not have access to the Customer's credit card numbers which are not stored at the Publisher but at the payment provider. Moreover, when subscribing to paid Services on the Applications, the Publisher does not handle the payment operations, which depend on the platforms or Payment Service Provider.

## **5 Duration of access and renewal**

Access to the Paid Services begins on the day of payment of the order for the duration chosen by the Customer when ordering. For certain Paid Services, individual subscriptions are automatically renewed on the expiration date; the user may at any time, up to and including the day before the renewal, disable this renewal from the interface of his profile, under the section "Subscriptions", or, in the context of the Applications, on the page for managing purchases and/or subscriptions provided by Apple Store (Settings > Apple ID), Android platforms or Payment Service Provider.

The User will be informed of the deadline for objecting to the renewal of the subscription by e-mail, at the earliest 3 months and at the latest 1 month before the annual subscription renewal date.

It is expressly agreed between the Parties that IMAIOS reserves the right to modify its rates and access conditions from one period to another.

In addition, certain Paid Services may be subscribed to for an indefinite period: IMAIOS may not request a new paid subscription for these services, but does not commit to ensuring that these services, or the Application on which they are located, remain available.

## **6 Applicable contract documents**

By using the IMAIOS' Site and the Applications, the Licensee accepts, without reservation, the Conditions of access and use of the Site and Applications available on the IMAIOS site in free access and on each Application, as well as the Licensor's Privacy Policy. In the event of a conflict between the general terms of use and the present contract, the latter shall prevail. Furthermore, the Customer using the Applications is subject to the terms of use of the platform used, namely Android platforms, Payment Service Provider or Apple Store. In the event of a conflict between those conditions and the present terms and conditions, the latter shall prevail.

## **7 Termination**

In the event of a breach by either party of any of its contractual obligations, this agreement may be terminated at the request of the injured party, in the absence of an amicable agreement, after formal notice to perform has been served by registered letter with acknowledgement of receipt which has remained unsuccessful for a period of thirty days, simply by sending a registered letter with acknowledgement of receipt notifying said termination. In the event that the Licensee fails to comply

with its obligations, no refund of the price paid, corresponding to the remaining period of the subscription, will be granted.

## **8 Miscellaneous provisions**

Unless proven otherwise, the data recorded on the page "My Account" of the Site constitutes proof of all Orders placed on the Site, and the Customer may thus access the history of orders placed at any time. Similarly, orders placed on the Applications are visible on the Apple Store, Android or Payment Service Provider platforms.

The Customer may access the contracts binding the parties at the time of the order (Subscription Conditions, Privacy Policy, Terms and conditions of access and use of the Site and Applications) on the Site and via links within the Applications. The Customer may download these contracts and keep them in a durable manner on any other medium of his choice.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors in interest. Licensee may not assign its rights, obligations or privileges hereunder or under any law, except with the prior written consent of Licensor.

The translation of the Conditions into any other language is provided for information purposes only. In the event of any inconsistency between the translated version and the English version, the English version shall prevail and be the only version that is binding on both parties and governs the relationship with the Publisher.

This contract and its interpretation are subject to the PRC law and the parties acknowledge the exclusive jurisdiction of the people's court in Shanghai at the place where the Publisher is registered at.



# Cancellation form template

(for Orders placed on the Site)

To: [contact@imaios.cn](mailto:contact@imaios.cn)

IMAIOS (Shanghai) Information Consulting Co., Ltd. Room 1578, Building 2, 1266 Nanjing West Road, Jing'an District, Shanghai, 200040, China

I hereby inform you of my decision to exercise my right of withdrawal for:

the order n°XXXX, concerning the service XXXX, made on XX/XX/202X.

Consequently, I would like to ask you to return to me as soon as possible and at the latest within 14 days following the reception of the present, the sum of .... CNY that I paid to you at the time of my order, this in accordance with the provisions of the PRC Civil Code.

Name of the consumer

Address and, if necessary, email address of the consumer

Date