

## **General Terms and Conditions**

# **PLEASE READ THIS TERMS OF SERVICE CAREFULLY BEFORE USING OUR SERVICE**

This Agreement is between Cudatec Development Corp. ("XRENDER") and you ("you" or "Customer"), as an authorized user of XRENDER Render Services, and governs the terms and conditions of your use of Render Services. This Agreement, together with any operating rules, policies, price schedules, or other supplemental documents expressly incorporated herein by reference and published from time to time by XRENDER (collectively, the "Agreement"), constitutes the entire agreement between XRENDER and you regarding Render Services, and supersedes all prior agreements between the parties regarding the subject matter of this Agreement. For purposes of this Agreement, "Render Services" or "Services" are defined as any and all services provided by XRENDER to you either now or in the future. By using XRENDER Services, you confirm your acceptance of, and agree to be bound by, this Agreement.

## **Registration**

To use our Service, you must register on your behalf. As part of the registration process for the Service, you agree to:

- (1) provide certain limited information about you as prompted to do so by the Service (such information to be current, complete and accurate) and maintain and update this information as required to keep it current, complete and accurate.
- (2) If XRENDER discovers that any of your information is inaccurate, incomplete or not current, XRENDER may terminate your right to access and receive the service immediately upon notice.
- (3) XRENDER will evaluate the registration application in good faith and will notify you in a timely manner regarding acceptance or rejection.
- (4) XRENDER reserves the right to refuse the Service to any user who has canceled any number of previous Service accounts.

## **Non-Transferable Membership**

XRENDER grants you a personal, non-exclusive, non-transferable license to use the products and software contained in or made available through the Service (the "Content") solely for your own internal purposes. All rights not expressly granted by XRENDER to you are retained.

## Payment of Fees

XRENDER offers its Service, as described on the XRENDER website (<https://www.xrender.cloud/>) and as published within the Service, for Render service charges(the "Fees") which you will pay to XRENDER by authorized credit card or PayPal. The Fees applicable for the Service are available at <https://www.xrender.cloud/> and as published within the Service.

Please note that once the rendering task begins, unless the rendering fails are caused by us, the time period of you using our service will be charged .

All recharges will never expire.

When your account balance is negative, you will not be able to start any render tasks or download your completed rendering results. At this time, XRENDER has the right to automatically charge from your payment method. The amount we will be charge: the overdue amount with additional \$0.1 to help you continue the usage of our service.

## Trial Offers, Coupons and Special Offers

XRENDER reserves the right to discontinue or modify coupons and special promotional offers at our discretion. Once you complete the registration, you can get a special one-time offer of \$15 credit for only \$0.99. If you have any questions, please contact [support@xrender.cloud](mailto:support@xrender.cloud).

## Refund

We accepts our user's refund request. The user should notify us of the refund request by email and give us 14 days to complete the refund. Please note that your account balance is actually divided into two accounts, which are Cash Credit and Bonus Credit. Cash Credit is the amount that you actually pay while the Bonus Credit is the amount you get with our coupon and special offers. We will charge your fees proportionally from these two accounts . You can visit our website to view your accounts. If the customer claim for a refund, we can only refund the remaining amount in the cash credit account, and we will deduct the corresponding amount in proportion in your bonus credit account.

## Software Installation and Uninstallation

You can download relative software and their latest versions from our official website(<https://www.xrender.cloud/>). XRENDER will not guarantee the usage of any software and/or installation program with the same name with XRENDER's released by any third party without XRENDER's authorization and it is not responsible for any damage from using such kinds of software and/or installation programs. XRENDER may develop different versions of software based on its clients' needs; you should download and install the right version according to your practical need. Please install the software correctly according to its installation instructions. If you do not need the software, please uninstall it.

## Termination

XRENDER, in its sole discretion, may terminate your password, account or use of the Service and remove and discard any Data within the Service if you fail to comply with this Agreement. You may terminate your user account upon notice to XRENDER at any time; however, you will not receive a refund of any portion of your fees paid to XRENDER. Upon termination by XRENDER or at your direction, you may request a file of your Data on the premise that XRENDER still have your Data. You must make such request at the notification of termination to receive such file within (30) days of termination. Upon termination of an account, your right to use such account and the Service immediately ceases. XRENDER shall have no obligation to maintain any Data stored in your account or to forward any Data to you or any third party.

## Proprietary Rights

Except for the licenses granted herein, you have no right, title or interest in or to the Service or any Content. You agree that XRENDER or its licensors retain all proprietary right, title and interest, including copyright and all other intellectual property rights, in and to the Service and Content, including, without limitation, text, images, and other multimedia data.

## Disclaimer of Warranties

XRENDER MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. XRENDER DOES NOT REPRESENT OR WARRANT THAT: (I) THE USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA. (II) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. (IV) ERRORS OR DEFECTS WILL BE CORRECTED. (V) THE SERVICE OR THE SERVERS THAT MAKE THE SERVICE AVAILABLE ARE FREE OF

VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY XRENDER.

## **Limitation of Liability**

IN NO EVENT SHALL XRENDER'S AGGREGATE LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY YOU IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL XRENDER BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO YOUR USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, EVEN IF XRENDER HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **Additional Rights**

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to you. Local Laws and Export Control XRENDER controls and operates this Service from its location in area of People's Republic of China and is subject to the Regulations on Technology Import and Export Administration of the People's Republic of China. XRENDER makes no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside People's Republic of China, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to People's Republic of China law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor is or will be used for nuclear activities, chemical biological weapons, or missile projects, unless specifically authorized by the People's Republic of China Government for such purposes. You shall comply strictly with all People's Republic of China export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

## **Modification to Terms**

XRENDER reserves the right to change the terms and conditions of this Agreement or its policies relating to the Service at any time and shall notify you by posting an updated version of this Agreement on the Service and/or by sending you an email message. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

## General

This Agreement will be governed by People's Republic of China law, without regard to the choice or conflicts of law provisions of any jurisdiction. You shall bring all disputes, actions, claims, or causes of action related to this Agreement or in connection with the Service only in People's Republic of China. No text or information set forth on any other purchase order, preprinted form or document shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and XRENDER as a result of this agreement or use of the Service. The failure of XRENDER to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by XRENDER in writing. XRENDER has the right to assign any or all of its rights and obligations under this Agreement at any time. This Agreement comprises the entire agreement between you and XRENDER and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

Cudatec Development Corp.