

USER SERVICE AGREEMENT

(Optimized for US Data Security Review & Anti-Scraping Compliance)

Effective Date: October 1, 2025 **Operator:** Shijiazhuang Yuan Supply Chain Management Service Co., Ltd. (hereinafter referred to as "Company", "We", or "Submarine AI") **Platform Name:** Submarine AI (Website: qiantingai.com) **Contact Email:** admin369@88.com

1. ACCEPTANCE OF TERMS

1.1 Contracting Parties This User Service Agreement (hereinafter referred to as the "Agreement") is entered into between **Shijiazhuang Yuan Supply Chain Management Service Co., Ltd.**, the owner of the Submarine AI platform, and the **User** (individual or legal entity, hereinafter referred to as "User", "Client", or "You") who accesses, registers, or purchases services on the Platform.

1.2 Agreement to Terms By checking the box "**I have carefully read and agree to the Agreement**" and clicking the confirmation/payment button during the registration or purchase process, You expressly agree to be bound by all terms and conditions of this Agreement. If You do not agree, You must immediately cease using the Service.

1.3 Updates and Modifications We reserve the right to modify this Agreement at any time based on business needs or legal compliance. Updated terms will be published on the Platform. Your continued use of the Service after such changes constitutes your acceptance of the new terms. If You do not agree to the modified terms, this Agreement shall terminate immediately.

1.4 Supplementary Agreements The Platform may enter into supplementary offline agreements with the Client based on specific business needs. In the event of a conflict between this online Agreement and a supplementary offline agreement, the terms of the offline agreement shall prevail.

2. SERVICE CONTENT AND AI DISCLAIMER

2.1 Service Description Submarine AI utilizes Artificial Intelligence technology to provide services including AI video generation, script writing, and digital asset management. We connect users with AI capabilities to facilitate content creation.

2.2 Service Delivery Users may select specific service packages on the Platform. Upon payment of the relevant fees according to the Platform's guidelines, Users are granted access to browse, select, and manage information or generate content matching their marketing strategies.

2.3 AI Technology Disclaimer You acknowledge and agree that **AI technology is still in an early stage of development**. The Platform provides services based on current technical conditions.

No Guarantee of Accuracy: We do not guarantee the 100% accuracy, completeness, or truthfulness of the information or content generated by the AI.

Limitation of Liability: The Platform is not responsible for any errors, biases, or "hallucinations" in the AI-generated results. You agree not to use the AI technology for any illegal purposes or purposes violating public order and good morals.

3. RIGHTS AND OBLIGATIONS

3.1 Rights and Obligations of the Platform

3.1.1 Adjustments: We reserve the right to adjust, modify, or remove specific AI models, marketing resources, or features displayed on the Platform at any time.

3.1.2 Fees: We have the right to charge fees for services and adjust pricing. Adjustments will not affect orders already paid for prior to the change.

3.1.3 Security Monitoring: If We discover (through technical monitoring or third-party reports) that any content generated or used by the Client violates laws, national security, or public order, We have the right to unilaterally remove such content and suspend the account.

3.2 Rights and Obligations of the User

3.2.1 Usage: You have the right to use the Service normally after paying the relevant fees.

3.2.2 Data Security (Anti-Scraping): You explicitly agree **NOT to use any crawlers, spiders, bots, or other automated means** to copy, retrieve, steal, or scrape AI assets, user data, or generated content from the Platform.

3.2.3 Confidentiality: Information obtained from the Platform is for your own business use only. You shall not share this information with any third party without Our written consent.

3.2.4 Account Security: You must ensure that the email and mobile number provided during registration are owned and controlled by You. You are responsible for safeguarding your verification codes and passwords. Any loss caused by the leakage of your account information shall be borne by You.

4. DATA SECURITY AND COMPLIANCE (US MARKET REQUIREMENTS)

4.1 Data Protection To meet **US Data Security Standards**, You agree to:

Protect any data downloaded from the Platform in accordance with applicable data privacy laws (e.g., CCPA, GDPR).

Sign a Data Protection Agreement (DPA) with Us if required by the Platform.

4.2 Prohibited Content You agree NOT to use the Platform to generate:

Content that leaks or sells personal information of third parties.

Content that is illegal, defamatory, or violates public order.

Any content that triggers public opinion risks or regulatory penalties.

5. LIABILITY, INDEMNIFICATION AND PENALTIES

5.1 Indemnification You agree to indemnify and hold the Platform harmless from all losses (including legal fees, fines, and compensation) arising from:

Your misuse of AI-generated content for illegal purposes.

Your violation of any terms of this Agreement.

Any claims resulting from your leakage of third-party data.

5.2 Reporting Violations We make our best efforts to filter violative content. If You discover any content that violates laws or public security, You must immediately stop using it and report it to: **admin369@88.com**.

6. BREACH OF CONTRACT AND LIQUIDATED DAMAGES

6.1 General Breach If either party fails to perform its obligations under this Agreement, it shall bear the liability for breach of contract to the observant party.

6.2 Liquidated Damages for Scraping (Strict Enforcement) Specifically, if You violate Clause 3.2.2 (Prohibition on Scraping/Data Theft) or Clause 3.2.3 (Prohibition on Unauthorized Sharing):

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Termination: We have the right to immediately terminate this Agreement and your account **without refunding** any remaining service fees.

Penalty: You agree to pay liquidated damages of **CNY 1,000,000 (One Million Yuan)** to the Platform.

Additional Compensation: If the liquidated damages are insufficient to cover the losses suffered by the Platform (including technical damage, business loss, and legal costs), We reserve the right to claim the full amount of the actual loss.

7. TERM AND TERMINATION

7.1 Term This Agreement is effective from the date You click to agree or start using the Service and remains valid until the obligations are fulfilled or the account is terminated.

7.2 Termination for Cause If You violate any obligation under this Agreement, We have the right to terminate the Agreement immediately without notice. Fees paid for unused services will **not be refunded**.

8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1 Governing Law This Agreement shall be governed by the laws of the **People's Republic of China**.

8.2 Jurisdiction Any dispute arising from or in connection with this Agreement shall be settled through friendly negotiation. If negotiation fails, the dispute shall be submitted to the competent **People's Court in Shijiazhuang City, Hebei Province** for litigation.

PART 2: Chinese Version (中文版)

潜艇 AI 用户服务协议

(针对美国数据安全审查及反爬虫保护优化版)

生效时间: 2025年10月1日 运营主体: 石家庄遇安供应链管理服务有限公司(以下简称“平台”、“公司”或“我们”) 平台名称: 潜艇 AI (网址: qiantingai.com)
客服邮箱: admin369@88.com

一、 协议的缔结与生效

1.1 缔约主体 本协议由**潜艇 AI 平台**的所有者**石家庄遇安供应链管理服务有限公司**与在平台上通过购买或使用服务的**用户**（个人或法律实体，以下简称“客户”或“您”）共同缔结。

1.2 勾选生效 客户在本平台选购服务或注册过程中，一经勾选**“我已仔细阅读并同意《用户服务协议》”**并点击确认/支付按键，即意味着客户同意与本平台签订本协议并自愿受本协议约束。

1.3 协议修订 本协议在发布之后可能根据业务需求及法律法规进行修订。客户知晓并同意，平台有权单方更新、调整本协议的内容。如客户不同意接受调整后的本协议内容，视为本协议终止；继续使用视为同意变更。

1.4 补充协议 在本协议之外，平台可能与客户在线下订立补充协议。双方同意，在协议与前述补充协议内容有冲突时，以线下订立的补充协议为准。

二、 服务内容与 AI 免责声明

2.1 服务内容 平台通过建立 AI 视频生成模型及素材数据库，为客户提供智能视频生成、脚本撰写及营销素材管理服务。

2.2 服务方式 客户可以在平台中选择相对应的服务，并在支付有关服务费用后，浏览和选取与其业务匹配的信息，使用平台提供的算力服务。

2.3 AI 技术免责 客户清楚并同意，人工智能技术仍处于早期发展阶段：

准确性声明： 平台不保证其提供的 AI 生成信息或结果的 100% 正确性和完整性。

责任限制： 平台不为此类信息和结果的偏差负责。客户承诺永不将平台提供的 AI 技术用于非法、违规或有违公序良俗的目的。

三、 权利与义务

3.1 平台的权利义务

3.1.1 调整权： 平台有权随时就平台中展示的素材、模型或具体服务详情进行修改和调整（包括上线新功能或下线旧资源）。

3.1.2 收费权： 平台有权收取服务费用。平台调整服务费用的，对调整前已经支付的订单不发生溯及既往的效力。

3.1.3 违规处理： 经技术监测或举报，若发现客户生成的内容违反法律法规、损害国家安全或公序良俗，平台有权单方面撤下该内容并封禁账号。

3.2 客户的权利义务

3.2.1 使用权： 客户有权在支付费用后，根据本协议正常使用服务。

3.2.2 禁止爬取（反爬虫核心条款）： 客户承诺在任何时候不得采取爬虫、自动化脚本、模拟器以及其他方式或手段复制、调取或盗取平台的素材、数据及 AI 生成结果。

3.2.3 数据保密： 客户从平台获取的有关信息仅限于其自身业务使用，未经平台书面同意，不得将该信息与任何第三方进行分享。

3.2.4 账号安全： 客户提供的注册信息（邮箱、手机号）必须真实有效。客户需妥善保管账号，因保管不当导致的信息泄露损失由客户自行承担。

四、 违规内容举报与数据合规

4.1 违规举报 平台尽最大努力过滤违规内容。如果客户在使用过程中发现有违反国家法律法规、危害国家安全或公序良俗的信息，请立即停止传播并向平台报告。 **举报邮箱：** admin369@88.com

4.2 美国数据安全合规 为满足 TikTok Shop 及美国市场合规要求，客户承诺根据有关国家（包括中国及美国）的数据和隐私保护法律法规，对从平台获取的数据承担保密义务，并视情况签署数据保护协议（DPA）。

五、 违约责任与高额赔偿

5.1 违约责任 本协议任何一方应履行其各自在本协议项下的义务，如果一方不履行其义务的，应对守约方承担违约责任。

5.2 严厉罚则（针对恶意爬取/违规） 特别地，如果客户违反了本协议关于“不得爬取、复制、盗用或滥用平台信息及数据”的约定（见第 3.2.2 条）：

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终止服务： 平台有权立即终止本协议，并不退还剩余服务费。

违约金： 客户同意支付违约金人民币 **1,000,000** 元（壹佰万元整）。

差额补足： 如果该违约金不足以弥补平台损害的（包括技术修复费、律师费等），平台有权另行主张全额索赔。

5.3 赔偿责任 若因客户泄露数据、滥用 AI 生成违法内容导致平台被投诉、起诉或行政处罚的，客户应承担全部赔偿责任。

六、 期限和终止

6.1 生效与失效 本协议自客户点击同意之日起生效，有效期至双方权利义务履行完毕之日止。

6.2 违约终止 如果客户违反本协议项下规定的义务之一，平台有权不经通知直接解除协议。协议解除后，客户支付的未消耗服务费用将不予退还。

七、 法律适用和纠纷解决

7.1 法律适用 本协议由中华人民共和国法律管辖。

7.2 争议解决 与本协议有关的一切纠纷和争议，如果双方无法协商解决的，应在河北省石家庄市有管辖权的人民法院提起诉讼解决。

石家庄遇安供应链管理服务有限公司 **Shijiazhuang Yuan Supply Chain Management Service Co., Ltd.**