

Wellnote - Terms of Service and Privacy Policy

Terms of Service and Privacy Policy

I agree to the Terms of Service:

A. user policy

B. Privacy Policy

Wellnote APP - Terms of Service

This Terms of Service Agreement (the "Agreement") is entered into by you (the individual installation of the software and any individual legal entity acting on behalf of such individual) ("you" or "your") and Ezra Idrawgear Limited Co.,Ltd

You must carefully read and understand this agreement, which is very important. When you click the "OK" button or use or install the software, it means that you agree to be bound by the agreement. If you do not agree to the terms of this agreement and do not want to be bound by it, please click the "Cancel" button or the "Return" button on your device. If you do not accept this agreement, you will not have the right to install, use or obtain the software.

1. Definition

1.1 "documentation" means the user guide and user manual for the use and installation of the software.

1.2 "Product" means a combination of licensed hardware devices and software designed to be compatible with them, where the software is not limited to the Wellnote software.

1.3 "Software" means the software application "Wellnote App" developed by Ezor Gill Idrawgear Limited Co.,Ltd, which allows you to transfer data obtained from your Wellnote device to your hardware device so that you can use and process this data for other purposes and within

other applications. "Software" also refers to any updates related to the application software previously provided by Ezor Gill Idrawgear Limited Co.,Ltd

2. Software license

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Ezor Gill Idrawgear Limited Co.,Ltd grants you a limited, non-exclusive license to: (a) use and install a single copy of the software in read-only form on a single hardware device, which is used only on that hardware device and only with Wellnote; (b) use the documentation provided with the software to assist you in using the software under authorization; and (c) make a single copy of the software, which is only used as a copy, provided that all trademark, copyright, and other patent and limited rights warnings, patterns, symbols, and other information contained in the original version of the software are copied in the copy. In addition, you must ensure that you are over 15 years old or older, and you agree that the software license will not be provided to anyone under 15 years old.

2.2 Restrictions. You will not, and will not allow, encourage, or support any third party to copy or use the software (including documentation), except as specifically permitted by this Agreement, or for software recovery, program error verification, and copy backup purposes. You will not, and will not allow, encourage, or support any third party to modify, transform, distribute, create derivative works based on the software, mortgage, relicense, issue subordinate licenses or lease the software, or use the software for third party training, commercial time sharing, or paid commercial services. You will not, and will not allow, encourage, or support any third-party manufacturer to decompile programs, or attempt to obtain any program source code, algorithms, methods, or technical and procedural details applied to the software, unless and when applicable law expressly permits this situation outside of this restriction. You will not, and will not allow, encourage, or support any third-party manufacturer to use the software on products not recognized by this agreement, such as tablet computers and handwriting tablets. You will not erase or change any trademarks, other patent and restricted rights warnings, legends, and symbols appearing in or on the software.

2.3 "Export Restrictions" You may not use, export, or re-export the software unless you have obtained relevant authorization in accordance with the laws applicable to the jurisdiction where you lawfully obtained the software. If you obtain the software in or from the US, the software may not be exported or re-exported (a) to any US embargoed country, or (b) to anyone listed on the US Treasury Department's Specially Designated Nationals List or the US Department of Commerce's Rejected Persons and Entities List. When using the software, you indicate and warrant that you are not in any of the above countries or listed on the above lists. You also agree not to use these products for any purpose prohibited by US law, including but not limited to the development, manufacture, and production of nuclear, missile, and biological weapons.

2.4 No Specification; One-time Transfer. Without the prior written consent of Ezor Gill Idrawgear Limited Co.,Ltd, you may not transfer, assign, or authorize the software or any of your rights and obligations under this Agreement through legal operations or other means. However, you may make a one-time permanent transfer of the software and all your rights under this Agreement to another party, provided and only if all of the following conditions are met: (a) the transfer includes hardware downloaded or pre-installed with the software, including the software and this Agreement, (b) you cannot retain any copies or partial copies of the software on any media or computer, (c) the party accepting the software reads, understands, and agrees to the terms of the Agreement. In the event of a violation of this section, any transfer, assignment, or authorization of your rights or obligations under this Agreement shall be void and shall have no legal effect.

2.5 Ownership. You will be granted a license to use the software, not ownership of the software, for the purpose of fulfilling the terms of this Agreement. Aizhuoji Idrawgear Limited Co.,Ltd and/or its affiliates or licensors reserve all rights, claims, and interests in the software, including all patent rights, copyrights, trademarks, trade secrets, and any other intellectual property rights or industrial rights related to the software, as well as modifications, improvements, updates, and derivative works of the software. Aizhuoji Idrawgear Limited Co.,Ltd reserves all rights and interests in the software that are not expressly granted to you under this Agreement. Except for the rights expressly granted to you in the Agreement, you cannot obtain any other express or implied rights in the software.

2.6 No support. According to this agreement, Aizhuoji Idrawgear Limited Co.,Ltd is not responsible for providing technical support, software maintenance, upgrades, improvements, or new software versions.

2.7 Upgrade. Aizhuoji Idrawgear Limited Co.,Ltd will open up software upgrades or directly upgrade software to you at its own discretion. The terms of this Agreement may govern any such upgrades or improvements provided to you by Aizhuoji Idrawgear Limited Co.,Ltd for the purpose of replacing, improving or enhancing software functions. Unless such upgrades or improvements are accompanied by a series of separate terms that can adjust the conflicting parts of this Agreement or supplement the terms of this Agreement.

3. Guarantees and remedies

3.1 Limited Warranty. Subject to the use of the Software in accordance with the Documentation and other terms and conditions of this Agreement, Ezor Gill Idrawgear Limited Co.,Ltd warrants that the substantive performance of the Software meets the description in the Documentation for (a) two years, if your habitual residence is in Europe, Africa and the Middle

East, or (b) ninety (90) days, if your habitual residence is outside the above regions, the above period shall be calculated from the date of the first download of the Software or the start of the pre-installed Software (the "Warranty Period"). During the Warranty Period, if the software function does not comply with the foregoing warranty, Ezor Gill Idrawgear Limited Co.,Ltd will, within the scope of reasonable commercial efforts, correct such non-compliance by repairing or replacing the Software without additional cost to you. If Ezor Gil Idrawgear Limited Co.,Ltd determines that repairing and replacing the software is not feasible, or the investment is disproportionate to the income, or the task cannot be completed within a reasonable time, or it is extremely inconvenient, Ezor Gil Idrawgear Limited Co.,Ltd may abandon the repair or replacement work and partially or fully refund your payment.

The software is not fault-tolerant and is not designed, allowed to be used, or intended for high-risk purposes. This section describes all the responsibilities and obligations of Ezhuoji Idrawgear Limited Co.,Ltd under this Agreement, as well as your only remedy for losses when the software function does not match the previously guaranteed content. According to this Agreement, Ezhuoji Idrawgear Limited Co.,Ltd does not guarantee the following situations: (A) the software will meet your needs, (B) for any product other than those defined in this Agreement, the software will be compatible with or can run on it, or (C) any errors in the software will be corrected, or the operation of the software will not be interrupted or error-free.

This Agreement does not include any warranty from Ezor Gill Idrawgear Limited Co.,Ltd regarding the hardware components of any product. Such warranties should refer to the warranty documents provided by the component manufacturer or seller.

If the product does not comply with the warranty due to unauthorized use, abuse, misuse, modification, negligence, or accidental damage to the software, or any repair or adjustment of the software that is not performed by Aizhuojier Idrawgear Limited Co.,Ltd, Aizhuojier Idrawgear Limited Co.,Ltd shall not assume the warranty obligation under this section. The software replacement or repair warranty period will not be extended beyond the original warranty period. Aizhuojier Idrawgear Limited Co.,Ltd does not provide warranties for third-party software. However, if you find a series of errors that are caused in whole or in part by the third-party software or can be attributed to the third-party software, Aizhuojier Idrawgear Limited Co.,Ltd will attempt to report the error to the licensee of the third-party software to prompt the other party to take possible action. Aizhuoji Idrawgear Limited Co.,Ltd cannot guarantee that the licensee will take action to correct such errors. If such errors are reported to Aizhuoji Idrawgear Limited Co.,Ltd during the warranty period, and Aizhuoji Idrawgear Limited Co.,Ltd cannot obtain the wrong solution from the third-party software licensee during the warranty period, then Aizhuoji Idrawgear Limited Co.,Ltd will reasonably reduce or refund the fees paid by you as appropriate.

3.2 Disclaimer. Except for the warranty liability expressly limited in this Agreement, Aizhuojier Idrawgear Limited Co.,Ltd makes no representations or warranties under this Agreement regarding any issues related to the software. Under this Agreement, Aizhuojier

Idrawgear Limited Co.,Ltd makes no representations or warranties regarding issues such as marketability, suitability for a particular purpose, satisfactory quality, accuracy, qualification, and non-infringement of third-party rights, nor assumes any warranty liability that may arise during the software operation, transaction, or trade practices. Aizhuojier Idrawgear Limited Co.,Ltd does not guarantee the accuracy of any information transmitted from the hardware system with software authorized for use.

3.3 Contact Information. Contacts related to or arising from this Agreement shall first be directed to the User Support Department of Ezor Gill Idrawgear Limited Co.,Ltd

4. Termination of contract

This contract is valid until termination. In addition, if you fail to comply with any terms of this agreement, your rights and licenses under this agreement will automatically terminate or cease to be effective, and Aizhuoji Idrawgear Limited Co.,Ltd will not make any notice or action. When this agreement terminates, you will stop all use of the software and permanently delete the software and all related copies (including your support copies and all documents) from your computer and any similar device with the software installed, making the deletion irreversible. When this agreement terminates, paragraphs 1, 2.2, 2.5, 3.2, 4, and 5 will continue to be effective.

5. General terms and conditions

5.1 Law. This Agreement and all matters arising from or related to this Agreement shall be governed by the laws of the Republic of China, and no other legal norms shall be chosen. This Agreement is not bound by the United Nations Convention on Contracts for the International Sale of Goods, and the application of this Convention is expressly excluded. If any differences, claims or disputes arise between the parties to the Agreement arising from or related to this Agreement or the Software, such differences, claims or disputes shall be adjusted in the courts of the region of the Republic of China, and Aizhuoji Idrawgear Limited Co.,Ltd and you hereby irrevocably agree on the issue of jurisdiction and the venue of such courts.

5.2 Limitation of Liability. In no event shall either party agree to be liable for any and all indirect, unexpected, special, consequential or punitive damages, or damages to profits, revenue, business, deposits, data flow, and the use and expenditure of alternative operating plans, whether caused by either party to the agreement or third parties, whether based on contractual action, tort or any other theory, even if advice has otherwise been received regarding the possibility or foreseeability of such damages.

The parties to the contract acknowledge that the content of the liability limitation contained in Clause 5.2 and other provisions of this Agreement, as well as the issue of risk

allocation related thereto, is a basic element of negotiation between the parties. Otherwise, Aizhuoji Idrawgear Limited Co.,Ltd will not intervene in this Agreement.

Subject to the foregoing, in such circumstances, the liability of Ezor Gill Idrawgear Limited Co.,Ltd shall not be limited by any element of this Agreement: (I) death or personal injury caused by the negligence of Ezor Gill Idrawgear Limited Co.,Ltd and its employees or agents; or (II) any fraudulent or negligent act by Ezor Gill Idrawgear Limited Co.,Ltd and its employees or agents; or (III) any intentional misconduct or serious negligence on the part of Ezor Gill Idrawgear Limited Co.,Ltd; or (IV) subject to mandatory product liability laws.

5.3 Severance of Invalid Terms. If any item in this Agreement is deemed illegal, invalid, or unenforceable, the item will be executed to the extent possible consistent with the parties' stated intent. Alternatively, if such execution is impossible, the item will be deemed severed and deleted from this Agreement, and the remaining content of this Agreement will continue to be effective and its effectiveness will not be impaired.

5.4 Legal Compliance. You will fully comply with all applicable laws and regulations, including export laws and local laws in your location or the administrative region where your software is downloaded or used. Without limiting the general principles of the foregoing, you will not, and you will require your representative not, export, mail, or transfer the software or any direct products related to it to any destination, person, or entity restricted or prohibited by applicable law.

5.5 Entire Agreement; General Terms. This Agreement constitutes the overall agreement between the parties and supersedes all prior or contemporaneous written or oral agreements or power of attorney in matters relating to the main content of this Agreement. This Agreement shall not be construed as establishing any partnership, joint venture, employment relationship, agency relationship or chain operation relationship between you and Ezor Gill Idrawgear Limited Co.,Ltd Any title, explanatory text or paragraph headings contained herein are inserted for convenience only and shall not be used to define or interpret any paragraph or clause under any circumstances. In the event of non-performance or violation of this contract, if one party waives its claim, it shall be submitted in writing, and this does not constitute a waiver against other or subsequent non-performance or violation of the contract.

By clicking the "Agree" button below, you agree that (1) you have read and reviewed the entire Agreement and any applicable third-party software licenses, (2) you agree to be bound by this Agreement and any applicable third-party software licenses, (3) the individual making this click has the right, authorization, and legal right to enter this Agreement on your behalf, and (4) this Agreement shall be binding and obligatory upon clicking.

B. Wellnote App - Privacy Policy

The following is the Privacy Policy ("Wellnote App") for the Wellnote App application software of Aizhuoji Idrawgear Limited Co.,Ltd The Wellnote App is provided by Aizhuoji Idrawgear Limited Co.,Ltd Aizhuoji Idrawgear Limited Co.,Ltd is the data manager for all personal data collected, processed, and used by the Wellnote App. You should review the Privacy Policy before using the Wellnote App. This Privacy Policy applies to your use of the Wellnote App. This Privacy Policy also applies to any personal data collected by Aizhuoji Idrawgear Limited Co.,Ltd from you through the Wellnote App.

1. Definition

1.1. "Personal data" refers to any information - whether obtained by us alone or in conjunction with other information - that can be associated with you, where you are identified or can be identified as an individual, such as user name, email address, age, or place of residence. Personal information does not include aggregated or de-identified information, that is, personal identification features have been removed from this information.

1.2. "User" refers to an individual who uses the Wellnote App.

2. Applicability of the Privacy Policy

2.1. Privacy Policy applies to the personal information provided by you or your device when you use the Wellnote App. Please refer to the explanation below for information collected by AZG Idrawgear Limited Co.,Ltd when you use the Wellnote App.

2.2. When you log in to the website of Aizhuoji Idrawgear Limited Co.,Ltd, use other services of Aizhuoji Idrawgear Limited Co.,Ltd, or subscribe to Aizhuoji Idrawgear Limited Co.,Ltd Cloud as a Service, a separate Privacy Policy applies. Please check the website or related services for information.

2.3. Please note that we are a company located in the Republic of China and operate globally. Therefore, even if local data privacy laws in other jurisdictions, such as the European Union Data Protection Directive 95/46/EC, may apply to your personal data, privacy issues may still be processed outside your local jurisdiction (such as the European Economic Area). In particular, some of your data may be intercepted in the US. However, any transfer or storage of

your personal data outside the European Economic Area should continue to comply with all applicable European data protection laws and Privacy Policy. In particular, to the extent that we are bound by applicable law, we will take appropriate security measures to ensure an appropriate level of data protection.

3. Collection and use of personal data by Ezra (Shenzhen) Technology Co., Ltd

Each time you use the Wellnote App, we collect certain information. This information is collected, processed, and used for the following specific purposes. The specific types of personal information we collect depend on your use of the Wellnote App.

3.1 Information you provide. You can use the Wellnote App without providing personal information. During the installation phase, you will be asked to enter a unique hardware device name to access the Wellnote App, so that the Wellnote App can recognize the device. You can freely choose a word that cannot be attributed to an individual (such as excluding your real name).

This is the main function of the Wellnote App when transferring certain content. When you connect to the Wellnote App, you input these contents into Eink. These contents may contain personal information - depending on whether you include personal information in these contents. These contents are stored on the local memory storage of the hardware device on which you use the Wellnote App. If you have registered with Aizhuoji Idrawgear Limited Co.,Ltd Cloud as a Service and enabled the relevant functions, the content (including personal information that may be included) will be synchronized to Aizhuoji Idrawgear Limited Co.,Ltd Cloud.

3.2 Automatically Collected Information. When you use the Wellnote App, we may automatically collect specific information as described below to improve our software, troubleshoot technical errors, provide software functionality, administer services, and improve the overall performance of the software. Such information includes aggregate usage data, technical conference data, and information about your hardware devices.

4. Disclosure of personal data to others

4.1. Aizhuoji Idrawgear Limited Co.,Ltd will only disclose personal information in the following circumstances: Aizhuoji Idrawgear Limited Co.,Ltd may disclose all of your personal information to service providers who contact Aizhuoji Idrawgear Limited Co.,Ltd to provide computer servers and related data processing services for storing and transmitting information and communication. Aizhuoji Idrawgear Limited Co.,Ltd may also disclose your personal

information to service providers who provide other forms of support for the Wellnote App. In any case, such providers will only use the information under the supervision and instruction of Aizhuoji Idrawgear Limited Co.,Ltd

Ezor Gill Idrawgear Limited Co.,Ltd may disclose your personal information to legal authorities conducting investigations, or when the law requires Ezor Gill Idrawgear Limited Co.,Ltd to act in good faith, such as in response to subpoenas or other court orders or requests.

Aizhuoji Idrawgear Limited Co.,Ltd may disclose and transfer your personal information when Aizhuoji Idrawgear Limited Co.,Ltd merges, acquires, or sells companies or assets, or in the event of insolvency, bankruptcy, or bankruptcy administration.

Aizhuoji Idrawgear Limited Co.,Ltd may disclose your personal information for self-defense purposes when accused or subject to adverse accusations against Aizhuoji Idrawgear Limited Co.,Ltd made by you or others within the scope permitted by applicable law.

4.2. Aizhuoji Idrawgear Limited Co.,Ltd will not sell or disclose your personal information or user content to any third-party manufacturer other than those mentioned in paragraph 4.1.

Children under 15 years old

Children under the age of 15 are not allowed to become Wellnote App users. Aizhuoji Idrawgear Limited Co.,Ltd will not intentionally collect or store any personal information of individuals under the age of 15 or related to such individuals.

6. Data security

Ezor Gill Idrawgear Limited Co.,Ltd will take appropriate measures to ensure that any personal data provided by users.

7. Information requirements and contact information

You can request information about our access to your personal data at any time. For any such requests, or other questions related to the Privacy Policy, or questions about how your data is processed, you can first contact the customer support of Ezor Gill Idrawgear Limited Co.,Ltd

8. Changes and updates to this privacy notice

This Privacy Policy may be revised periodically. The revised version is effective when it is posted by Aizhuoji Idrawgear Limited Co.,Ltd and made public to users through the Wellnote App. Please check the Privacy Policy regularly for new changes.

End.