

MAXEYE US INC. - 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 (this "Agreement") is entered into between you (an individual installing the software and any single legal entity acting on behalf of such individual) ("You" or "Your") and MAXEYE US INC.

It is very important that you carefully read and understand this Agreement. When you click the "OK" button, or use or install the software, it indicates that you agree to be bound by the Agreement. If you do not agree to the terms of this Agreement and do not wish to be bound by it, please click the "Cancel" button or the "Back" button on your device. If you do not accept this Agreement, you will not be entitled to install, use, or access the software.

1. Definitions

1.1 "Documentation" refers to user guides and user manuals regarding the use and installation of the software.

1.2 "Product" refers to the combination of authorized hardware devices and software designed to be compatible and matched with them, where the software is not limited to Wellnote software.

1.3 "Software" refers to the software application "Wellnote App", which is developed by MAXEYE US INC. and allows you to transfer data obtained from Wellnote devices to your hardware devices 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 MAXEYE US INC.

2. Software License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, MAXEYE US INC. 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 shall be used solely on such hardware device and only in conjunction with Wellnote; (b) use the documentation provided with the Software to assist you in using the Software under the license; and (c) make a single copy of the Software solely for archival purposes, provided that all trademarks, copyrights, and other patent and limited rights notices, graphics, and symbols included in the original version of the Software are reproduced in the copy. In addition, you must ensure that you are 15 years of age or older, and you agree that the Software license will not be provided to anyone under 15 years of age.

2.2 Limitations. You will not, and will not permit, encourage, or support any third party to copy or use the Software (including the documentation), except as specifically permitted by this Agreement or for the purposes of software recovery, error checking, and backup. You will not, and will not permit, encourage, or support any third party to modify, translate, distribute, create derivative works based on, mortgage, sublicense, relicense, lease, or use the Software for third-party training, commercial time-sharing, or paid commercial services. You will not, and will not permit, encourage, or support any third party to decompile any program, or attempt to obtain any program's source code, algorithms, means, or technical and procedural details applied in the software, unless and when applicable law expressly permits such circumstances outside of this restriction. You will not, and will not permit, encourage, or support any third party to use the software on products not recognized by this Agreement, such as tablet computers, tablets, etc. You will not erase or alter any trademarks, other patent rights, restricted rights warnings, as well as legends and symbols appearing in or on the software.

2.3 "Export Restrictions" You shall not use, export, or re-export the software, unless you have obtained the relevant authorization in accordance with the laws applicable to the jurisdiction where you legally obtained the software. If you obtain the software in or from the US, the software shall not be exported or re-exported (a) to any country embargoed by the US, or (b) to any person or entity listed on the US Treasury's Specially Designated Nationals List or the US Department of Commerce's Denied Persons List. When using the software, you represent 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 weapons, missiles, and biological weapons.

2.4 No designation; one-time transfer. Without the prior written consent of MAXEYE US INC., you shall not assign, transfer, or sublicense the Software or any of your rights and obligations

under this Agreement, whether by operation of law or otherwise. However, you may make a one-time, permanent transfer of the Software together with all your rights under this Agreement to another party, provided that all of the following conditions are met: (a) the transfer includes the hardware on which the Software is downloaded or pre-installed, and includes the Software and this Agreement; (b) you do not retain any copy or partial copy of the Software on any medium or computer; (c) the party receiving the Software has read, understood, and agreed to the terms of the Agreement. In the event of a breach of this section, any assignment, transfer, or sublicense of your rights or obligations under this Agreement shall be null and void and have no legal effect.

2.5 Ownership. You will be granted a license to use the Software, not ownership of the Software, for purposes consistent with the terms of this Agreement. MAXEYE US INC. and/or its affiliates or licensors retain all rights, claims, and interests in the Software, including all patents, copyrights, trademarks, trade secrets, and any other intellectual property or industrial rights in or related to the Software, as well as any modifications, improvements, updates, and derivative works of the Software. MAXEYE US INC. retains all rights and interests in the Software not expressly granted to you under this Agreement, and you shall not acquire any other express or implied rights in the Software other than those expressly granted to you in the Agreement.

2.6 No Support. Under this Agreement, MAXEYE US INC. has no obligation to provide technical support, software maintenance, upgrades, improvements, or new software versions.

2.7 Upgrades. MAXEYE US INC. will, at its own discretion, make software upgrades available to you or directly upgrade the software. The terms of this Agreement shall govern any such upgrades or improvements provided by MAXEYE US INC. to you that replace, enhance, or strengthen the functionality of the software, unless such upgrades or improvements are accompanied by a separate set of terms that may adjust parts conflicting with this Agreement or supplement this Agreement.

3. Warranties and Remedies

3.1 Limited Warranty. Provided that the use of the software is in accordance with the documentation and other terms and conditions of this Agreement, MAXEYE US INC. warrants that the essential performance of the software will conform to 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, with the above period commencing 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 functionality of the software does not conform to the foregoing warranty, MAXEYE US INC. will, within the scope of commercially reasonable efforts, correct such non-conformity by repairing or replacing the software at no additional cost to you. If MAXEYE US INC. determines that repairing or replacing

the software is not feasible, or the investment is disproportionate to the outcome, or the task cannot be completed within a reasonable time, or it is extremely inconvenient, MAXEYE US INC. may abandon the repair or replacement work and instead refund part or all of your payment.

The Software is not fault-tolerant and is not designed, permitted to be applied, or intended for high-risk uses. This section describes all the responsibilities and obligations of MAXEYE US INC. under this Agreement, as well as your sole remedy for losses when the functionality of the Software does not conform to what was previously guaranteed. Under this Agreement, MAXEYE US INC. does not provide warranties for the following situations: (A) the Software will meet your requirements; (B) the Software will be compatible with or run on any product other than those defined in this Agreement; or (C) any errors in the Software will be corrected, or the operation of the Software will not be interrupted or will be error-free.

This Agreement does not include any warranty from MAXEYE US INC. regarding the hardware of any product components; such warranties should refer to the warranty documents provided by the manufacturer or seller of the component.

MAXEYE US INC. shall not be liable for the warranty obligations under this section if the non-conformity of the product with the warranty is caused by unauthorized use, abuse, misuse, modification, negligence, or accidental damage to the software, or any repair or adjustment to the software not performed by MAXEYE US INC. The warranty period for software replacement or repair shall not be extended beyond the original warranty period. MAXEYE US INC. does not provide warranty for third-party software. However, if you discover a series of errors that are wholly or partly caused by, or attributable to, third-party software, MAXEYE US INC. will attempt to report the errors to the licensor of the third-party software to prompt the licensor to take possible measures. MAXEYE US INC. cannot guarantee that the licensor will take action to correct such errors. If such errors are reported to MAXEYE US INC. within the warranty period and MAXEYE US INC. is unable to obtain a solution to the errors from the licensor of the third-party software within the warranty period, MAXEYE US INC. will, as the case may be, reasonably reduce or refund the fees you have paid.

3.2 Disclaimer. Except for the warranty obligations explicitly defined in this Agreement, MAXEYE US INC. shall not make any representation or warranty regarding any issues related to the Software under this Agreement. Under this Agreement, MAXEYE US INC. shall not make any representation or warranty regarding merchantability, fitness for a particular purpose, satisfactory quality, accuracy, qualification, and non-infringement of third-party rights, nor shall it assume any warranty obligations that may arise during the operation of the Software, in the course of transactions, or in trade practices. MAXEYE US INC. does not warrant the accuracy of any data transmitted from the hardware system with the Software that you are authorized to use.

3.3 Contact Information. Communications related to this Agreement or arising from this Agreement shall first be directed to the User Support Department of MAXEYE US INC.

4. Termination of the Contract

This Contract shall remain in effect until termination. In addition, if you fail to comply with any provision of this Agreement, your rights and licenses under this Agreement will automatically terminate or cease to be effective, and MAXEYE US INC. will not provide any notice or take any action. Upon termination of this Agreement, you shall cease all use of the Software and permanently delete the Software and all its related copies (including your support copies and all documentation) from your computer and any similar devices on which the Software is installed, and make the deletion irreversible. Upon termination of this Agreement, Articles 1, 2.2, 2.5, 3.2, 4, and 5 shall continue to be effective.

5. General Provisions

5.1 Law. This Agreement and all matters arising out of or in connection with this Agreement shall be governed by the laws of the Republic of China, and no other laws shall be applicable. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods, and the application of this Convention is expressly excluded. If any disputes, claims or controversies arise between the parties to this Agreement out of or in connection with this Agreement or the Software, such disputes, claims or controversies shall be adjudicated in the district courts of the Republic of China, and MAXEYE US INC. and you hereby irrevocably agree on the jurisdiction and venue of such courts.

5.2 Limitation of Liability. In no event shall any party to this Agreement be liable for any and all indirect, unforeseen, special, consequential or punitive damages, or damages of the type of loss of profit, revenue, business, deposits, data flow, as well as damages arising from the use and expenditure of alternative operating solutions, whether such damages are caused by either party to the Agreement or a third party, whether based on contractual actions, tortious acts or any other theory, even if the other party has been advised of the possibility of such damages or that such damages are foreseeable.

The parties to the Agreement acknowledge that the limitation of liability provisions contained in Clause 5.2 and other provisions of this Agreement, as well as the allocation of risks in relation thereto, are fundamental elements of the negotiation between the parties, and that MAXEYE US INC. would not have entered into this Agreement otherwise.

Subject to the foregoing provisions, in such circumstances, the liability of MAXEYE US INC. shall not be limited by any element of this Agreement: (I) in the event of death or personal injury caused by the negligence of MAXEYE US INC., its employees or agents; or (II) in the event of any fraudulent or negligent act by MAXEYE US INC., its employees or agents; or (III) in the event of

any willful misconduct or gross negligence on the part of MAXEYE US INC.; or (IV) when subject to mandatory product liability laws.

5.3 Severability of Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be enforced to the maximum extent consistent with the intent of the parties, or, if such enforcement is not possible, such provision shall be deemed severed from this Agreement and deleted, and the remaining provisions of this Agreement shall continue in full force and effect and shall not be affected thereby.

5.4 Compliance with Laws. You shall fully comply with all applicable laws and regulations, including laws relating to exports and local laws in the jurisdiction where you are located or where your software is downloaded or used. Without limiting the generality of the foregoing, you will not, and you will require your representatives not to, export, mail or transfer the software, or any direct products related thereto, to any destination, person or entity restricted or prohibited by applicable laws.

5.5 Entire Agreement; General Provisions. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous written or oral agreements or powers of attorney in matters relating to the main content of this Agreement. This Agreement shall not be construed as creating any partnership, joint venture, employment, agency, or franchise relationship between you and MAXEYE US INC. Any titles, descriptive text, or paragraph headings contained herein are inserted solely for convenience and shall not be used in any case to define or interpret any paragraph or provision. In the event of non-performance or breach of this Contract, a waiver of claims by a party shall be made in writing, and such waiver shall not constitute a waiver of other or subsequent non-performance or breach of contract.

By clicking the "Agree" button below, you will 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, authority, and legal capacity to enter into this Agreement on your behalf, and (4) upon clicking, this Agreement shall be binding and enforceable against you.

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B. Wellnote App – Privacy Policy

The following is the Privacy Policy of MAXEYE US INC.'s Wellnote App application software ("Wellnote App"). Wellnote App is provided by MAXEYE US INC., which is the data controller of all personal information collected, processed, and used through Wellnote App. You should review the Privacy Policy before using Wellnote App. This Privacy Policy applies to your use of Wellnote

App. This Privacy Policy also applies to any personal information collected by MAXEYE US INC. from you through Wellnote App.

1. Definitions

1.1. "Personal Information" means any information - whether obtained by us alone or in conjunction with other information - that can be associated with you as an identified or identifiable individual, such as user name, email address, age, or place of residence. Personal Information does not include aggregated or de-identified information, i.e., information from which personal identity characteristics have been removed.

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

2. Applicability of the Privacy Policy

2.1. The Privacy Policy applies to the personal information provided by you or your device when you use the Wellnote App. For information on how MAXEYE US INC. collects information when you use the Wellnote App, please see the explanation below.

2.2. When you log in to the MAXEYE US INC. website, use other MAXEYE US INC. services, or subscribe to MAXEYE US INC. Cloud as a Service, a separate Privacy Policy applies. Please refer to the website or relevant other services for related information.

2.3. Please note that we are a company headquartered in the Republic of China with global operations. Therefore, even though local data privacy laws of other jurisdictions, such as the European Union Data Protection Directive 95/46/EC, may apply to your personal data, privacy issues may still be handled 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 to locations outside the European Economic Area shall continue to comply with all applicable European data protection laws and Privacy Policy. In particular, within the scope of our obligation under applicable laws, we will take appropriate security measures to ensure an appropriate level of data protection.

3. Collection and Use of Personal Information by MAXEYE US INC.

Each time you use the Wellnote App, we collect specific 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 identify the device.

You can freely choose a word that cannot be attributed to an individual (for example, excluding your real name).

This is the main function of the Wellnote App when transmitting certain content. When you connect to the Wellnote App, you input this content into Eink. This content may include personal information - depending on whether you include personal information in this content. This content is stored on the local memory of the hardware device you use with the Wellnote App. If you have registered for MAXEYE US INC. Cloud as a Service and enabled the relevant features, this content (including any personal information that may be included) will be synchronized to the MAXEYE US INC. cloud.

3.2 Automatically Collected Information. When you use the Wellnote App, we may automatically collect certain information as described below for the purposes of improving our software, troubleshooting technical errors, providing software features, managing services, and enhancing the overall performance of the software. Such information includes aggregate usage data, technical session data, and information about your hardware devices.

4. Disclosure of Personal Information to Others

4.1 MAXEYE US INC. will disclose personal information only in the following circumstances: MAXEYE US INC. may disclose all of your personal information to service providers who contact MAXEYE US INC. to provide computer servers and related data processing services for storing and transmitting data and communication. MAXEYE US INC. may also disclose your personal information to service providers who provide other forms of support for the Wellnote App. In all cases, such providers will use the data only under the supervision and instructions of MAXEYE US INC.

MAXEYE US INC. may disclose your personal information to legal authorities conducting investigations, or when the law requires MAXEYE US INC. to act in good faith, such as in response to a subpoena or other court order or requirement.

MAXEYE US INC. may disclose and transfer your personal data in the event of a merger, acquisition, or sale of the company or its assets, or in the case of insolvency, bankruptcy, or administration.

MAXEYE US INC. may disclose your personal information for self-defense purposes when it is accused or when it is subject to adverse criticism against MAXEYE US INC. made by you or others within the scope permitted by applicable laws.

4.2. MAXEYE US INC. will not sell or disclose your personal information or user content to any third party not mentioned in Clause 4.1.

5. Children under 15 years old

Children under 15 years of age are not allowed to become users of Wellnote App. MAXEYE US INC. will not intentionally collect or store any personal information of individuals under 15 years of age or personal information related to such individuals.

6. Data Security

MAXEYE US INC. will take appropriate measures to ensure any personal data provided by users.

7. Information Requirements and Contact Information

You may request information regarding 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 may first contact MAXEYE US INC. Customer Support.

8. Changes and Updates to this Privacy Notice

This Privacy Policy may be revised periodically. The revised version shall be effective when posted by MAXEYE US INC. and made public to users through the Wellnote App. Please check the Privacy Policy regularly to stay informed of new changes.