

# Timekettle User Agreement

Date of update: August 16, 2022

Effective date: August 16, 2022

Timekettle Technology Co., LTD. ("Timekettle"), hereby reminds users to fully read and understand this User Agreement ("this Agreement"). If you are under 14, you should obtain the consent of your guardian after their careful reading hereof. By consenting to or using the Translator, your actions will be deemed to be an acknowledgment of and in compliance with this Agreement in its entirety. Timekettle reserves the right to amend this Agreement and the updated terms will be posted on the Translator device and our official website, with effect from the effective date of the revised agreement statement.

## I General Provisions

1 The ownership of the software and services of the equipment system shall belongs to Timekettle.

2 This Agreement is entered into by the User and Timekettle and its affiliates and operation partners regarding the use of the equipment system (including system software and services) and software upgrade, as well as the use of other Timekettle related services.

3 The Software and services are provided by Timekettle, including:

- (i). The system software delivered to the user together with the Translator device, including but not limited to the code and other embedded software, documentation, interface, content, fonts and any data protected by copyright of Timekettle or its licensors stored on the Translator device;
- (ii). Updates or upgrades to the Software mentioned in the above terms.

4 The user shall understand that Timekettle only provides the Software and related services for the user, other than the fees required for the equipment related to the Software and services (such as fees for value-added services of software functions, traffic fees paid for access to the Internet beyond the contract period, etc.), which shall be borne by the user.

## II Services

1 Translator is an intelligent hardware product with voice translation provided by Timekettle for its users.

2 The fundamental of voice translation: Translator collects and processes the audio of the user's speech, and then present the translation results by way of text and voice after the recognition and translation of the audio through voice recognition technology.

3 The fundamental of photo translation: Translator uses the built-in OCR algorithm to extract and recognize the text in the photos taken by users and automatically translates the recognition results.

4 The fundamental of offline translation: In the case that Translator cannot connect to the network or the network is poor, the built-in offline translation algorithm will recognize and translate the included audio and play it out through speech synthesis technology.

5 Free data traffic service: During the service contract period, the built-in e-SIM card of Translator will automatically connect to the network operator and provides the data traffic required for real-time online translation. And the user needs to purchase additional hours to restore the network data traffic of the e-SIM card upon the expiration of the service contract.

### **III. Scope of Software License**

1 Translator is a hardware product of language translation service provided by Timekettle for the user, and its functions include but are not limited to translation of languages, photos, chats, etc. The copyright, trademark, patent, rights of operation and management and other rights to and in Translator and its software shall belong to Timekettle.

2 Timekettle grants the user a personal, non-transferable, non-assignable and non-exclusive license to use the Software and the services provided therein.

3 The user shall not install the Software on unauthorized terminals without the express permission of Timekettle.

4 Subject to the express authorization of this Agreement, the Timekettle does not authorize the user other rights. If the user has to use other rights, they shall obtain the written consent of Timekettle.

#### **IV. The User Understands and Agrees**

1 The user understands and agrees that Translator shall utilize the processor and bandwidth resources of the user's mobile communication terminal to provide effective services for the user.

2 The user understands and agrees that Timekettle shall endeavor to ensure the security of data when they use Translator and the service, but Timekettle cannot fully guarantee this, including but not limited to the following circumstances that:

(i) Timekettle shall not be responsible for the user's deletion or storage failure of data in Translator and the service.

(ii) Timekettle shall have the right to determine the maximum data storage period of a single user in Translator and the service and allocate the maximum data storage memory on the server depending on the actual situation. The user can backup the data in Translator and the service based on their own needs.

(iii) In the event that the user stops using Translator and the service or if the service is terminated or cancelled, Timekettle may permanently delete the user's data from the server and have no obligation to return any data to the user.

3 The user fully understands and agrees that they shall make their own judgment of the service of Translator and shall bear the following risks beyond the control of the Timekettle, including but not limited to:

- (i) The risk of loss or leakage of the user's personal information arising from force majeure.
- (ii) The risk caused by third-party products and related content when the user accesses third-party products with Translator.
- (iii) Any problems or damages caused by the user's choice of software version that does not match Translator.
- (iv) Any risks and responsibilities arising out of the dissemination of the user's published content that is forwarded or shared by others, etc.
- (v) Risks such as incomplete synchronization of information, slow opening of pages caused by unstable wireless network, Bluetooth failure, low wireless network bandwidth, etc.

4 The user fully understands and agrees that: the language and photo translation provided by Translator based on the user's input is the result automatically generated by the machine, and Timekettle shall not bear any legal responsibility for the correctness of the translation or the infringement, dispute and loss caused by the translation.

5 The user fully understands and agrees that: the traffic service provided by Translator has access to SIM-free Internet by using E-SIM card technology. In consideration of the uncertainty of the network around the world, Timekettle does not

provide any guarantee for the unavailability, interruption and instability in localized areas.

6 The user fully understands and agrees that: the third party data services and data provided by Translator, including but not limited to SOS emergency contact, exchange rate conversion, world clock, are all from third party service platforms on the Internet. Timekettle only provides those data for reference and does not make any express or implied guarantee or warranty for the legality, accuracy, validity or safety of the third party services. In case of data errors, please refer to the data released by official platforms, and Timekettle does not assume any responsibility arising therefrom.

## **V Application Updates**

Timekettle will constantly endeavor to provide users with updates to the application from time to time (these updates may take the form of application replacements, modification, function enhancement, version upgrade, etc.) to enhance the user experience and improve services.

Timekettle reserves the right to update the application, or change or limit the effect of some functions of the application without notice to the user to enhance the user experience and to ensure the security and consistency of the service.

## **VI Protection of Users' Personal Information**

1 Any data (including but not limited to account information, usage records) generated by the user in the process of using Translator and stored in the client or server of Timekettle products are the derivative data generated in the process of operation of the relevant program. Timekettle shall have the ownership to and in the above data stored on its server, and the user shall have the non-exclusive and limited right to use such data during the normal use of Translator in accordance with this Agreement.

2 Timekettle reserves the right to retain or delete all or part of the data on the server.

3 To protect user privacy is a basic principle of Timekettle. Timekettle will collect, use, store and share your personal information in accordance with Translator Privacy Policy, which shall be an integral part hereof.

4 Timekettle respects and protects your private information as much as possible, but cannot guarantee that the existing security technical measures will prevent the user's personal information from being infringed by any information.

## **VII Authorization and Code of Conduct**

### **Authorization**

- (i) The user fully understands and agrees that they may need to use the relevant authority of the user's terminal device, interface and relevant device information to achieve the corresponding functions when using the service.
- (ii) The user may choose not to provide information for Timekettle, but as a result, the relevant service functions may not be implemented.

(iii) The user agrees and expressly authorizes Timekettle and its affiliates to collect user data as required for better and safer services. Timekettle and its affiliates shall keep the user's personal information strictly confidential.

User Prohibited Actions Subject to law or written permission of Timekettle, the user shall not:

- (i) Remove copyright information from the Application and its copies.
- (ii) Reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code of the program.
- (iii) Use, let, lend, copy, modify, link, reprint, compile, and publish the contents of the intellectual property of Timekettle.
- (iv) Add, delete or change the function or operation effect of the application by modifying or falsifying instructions or data in the operation of the application, or operate the application or methods used for the above purposes, or disseminate them to the public, whether for commercial purposes or not.
- (v) Interfere with the Application and its components, modules, data by him/herself or authorizing others or using a third party application.
- (vi) Other acts without the express authorization of Timekettle.

## **VIII Intellectual Property**

Timekettle shall be the owner of the intellectual property in and to this Product. The copyright, trademark, patent, trade secret and other intellectual property of this

Product, as well as all information related thereto (including but not limited to text, images, audio, video, graphics, interface design, layout, framework, relevant data or electronic files, etc.) are protected by laws and regulations of the People's Republic of China and the relevant international treaties. The above-mentioned intellectual property shall be enjoyed in accordance with the law, subject to the rights that the relevant right holders shall enjoy in accordance with the law. The user shall not implement, utilize or transfer the above intellectual property by itself or through any third party for any commercial or non-commercial purposes without the written consent of Timekettle or the relevant right holder.

## **IX. Terminal Security Responsibility**

The user understands and agrees that this Product or this Service may be affected by various factors (including but not limited to reasons on part of the user, network service quality, social environment, etc.); they may also be affected by a variety of security issues (including but not limited to the illegal use of user data by others for realistic harassment);

Timekettle shall, to the extent permitted by law, not be liable for service interruption or disruption caused by the following circumstances:

- (i) Damage by computer viruses, Trojan horses, malicious programs, or hacking attacks.
- (ii) Failure of the computer software, system, hardware and communication lines of the user or Timekettle.

- (iii) Improper operation by the user.
- (iv) The user uses the service by means other than those authorized by Timekettle.
- (v) Other circumstances beyond the control of Timekettle or not reasonably foreseeable.

## **X Force Majeure and Reasonable Disclaimer**

“Force majeure” refers to an objective circumstance which occurs after the signing hereof and which cannot be foreseen, avoided or overcome by the affected Party. Such events shall include, but be not limited to, floods, fires, droughts, typhoons, earthquakes and other natural disasters, strikes, disturbances, riots and wars, as well as acts or omissions of the government, adjustments in laws, regulations or policies, changes in data sources (including but not limited to, changes in the content and form of its services), paralysis of domestic data channels, hacker attacks, computer virus intrusion, outbreaks of new viruses, network interruptions and server inaccessibility due to problems with telecommunications carriers, power outages, system failures, transmission lines, communication failures, and other factors beyond the control of Timekettle. The failure to perform or fully perform this Agreement shall not be deemed as a breach hereof due to the impact of force majeure, and Timekettle shall not bear the corresponding liability for breach hereof.

## **XI Miscellaneous**

By using the Application or the Service, the user shall be deemed to have read and agreed to be bound hereby. Timekettle reserves the right to modify the terms of this Agreement if necessary. The user can check the relevant terms hereof in the latest version of the product and service. By continuing to log in and use the Application and the Service after the modification, the user shall be deemed as accepting the modified Agreement. Otherwise, the user shall stop using the Application.

The establishment, effectiveness, performance, interpretation and dispute resolution of this Agreement shall be governed by the laws of the mainland of the People's Republic of China (excluding conflict of laws).

In case of any dispute or controversy between the user and Timekettle, it shall first be settled through friendly negotiation. If the negotiation fails to do so, the user agrees to submit the dispute or controversy to the People's Court in the place where the defendant lives.

The headings of all articles herein shall for the convenience of reading only and have no actual meaning in themselves, and the Agreement shall not be construed as such.

In case of partially invalid or unenforceable provisions hereof for any reason, the remaining provisions shall remain valid and binding upon both Parties.