

"Puwell Cloud" Cloud Storage Service terms

This Agreement is made by Hangzhou Puwell OE Tech Ltd (hereinafter referred to as "Puwell") and all subjects (including but not limited to individuals, teams, etc.) (Hereinafter referred to as "users") who use the "Puwell Cloud" Cloud Storage Service and related services. To use any service of the Puwell Cloud Storage Service represents acceptance of all the terms of this Agreement.

1. Service content and usage instructions

1.1 Puwell Cloud Storage Service is an information storage space service platform that provides users with uploading space and technology. It provides users with online services such as personal data storage, synchronization, management, and sharing through Puwell Cloud Storage Service technology. Puwell Cloud Storage Service itself does not directly upload and provide content, and does not look up user's content or make any changes or edits. Puwell Cloud Storage Service provides users with reliable encryption service for the contents. Users have the right to create unique password to encrypt the contents they upload, which wouldn't be recorded by Puwell Cloud Storage Service in any way. Meanwhile, Puwell Cloud Storage Service is not able to provide the service such as to decrypt users' contents or retrieve users' encryption password when it's forgotten.

1.2 Users understand that Puwell Cloud Storage Service only provides related network services. All service-related equipment (such as personal computers, mobile phones, and other devices connected to the Internet or mobile network) and the cost required (such as telephone charges and Internet access fees paid for accessing the Internet, traffic charges for the use of mobile networks, etc.) shall be borne by the users themselves.

1.3 Puwell Cloud Storage Service is a fee-based service. Users need to pay for services through online payment or other methods. Puwell reserves the right to adjust related fees at any time. After the successful purchase of the services described in this agreement, it does not support the return and exchange, and does not support refunds. The purchased service is only bound with the original account and cannot be transferred to other accounts. For example, deleting the device that has purchased the cloud storage service under the original account and adding it to the new account will prevent the device from continuing to enjoy the cloud storage service.

1.4 Using Puwell Cloud Storage Services (especially for cloud storage), each device requires at least 4M of bandwidth. Before purchasing, make sure your

network meets the requirements. If two or more devices are on the same LAN, the bandwidth requirement for your network will increase accordingly. Otherwise, the storage speed of your single device may be affected.

1.5 Users shall not misuse Puwell Cloud Storage Services. Puwell hereby solemnly draws your attention any information, materials, texts, software, music, audio, photographs, graphics, video, information, user registration information or other information (hereinafter referred to as "content") that are uploaded, posted, sent via instant messaging, email or any other means via this Service, whether publicly or privately transmitted, is the sole responsibility of the content provider and user. Puwell Cloud Storage Service, as an information storage space service platform, cannot control the content transmitted via this service, nor can it fully control the user's behavior. Therefore, it cannot guarantee the legality, correctness, completeness, authenticity or quality of the content. You have foreseen that when using this service, you may be exposed to content that is unpleasant, inappropriate, etc., and agree that you will make judgments and assume all risks without relying on Puwell Cloud Storage Services.

1.6 If the user's behavior of using Puwell Cloud Storage Services does not comply with this Agreement, Puwell shall have the right to make independent judgments when discovered through notifications, reports, etc., and shall have the right to immediately terminate the provision of partial or all services without prior notice. If users disseminate reactionary, pornographic, or other information that violates the laws and regulations through the Puwell Cloud Storage Service, the system records of Puwell Cloud Storage Services may serve as evidence. The uploading and dissemination of the cloud storage service results in any damage or loss to any third party, and the user shall be fully responsible for the damage.

1.7 Puwell shall have the right to supervise the use of Puwell Cloud Storage Services by discovering, through verification, notification, and reporting. When users violated any term of this Agreement, Puwell shall have the right to require users to correct or directly take all necessary measures (including but not limited to changing or deleting uploaded content, suspending or terminating the user's right to use services) to reduce the impact of misconduct.

2. Ownership

Puwell reserves the completed and indivisible ownership and intellectual property rights of the following contents and information:

2.1 In addition to the content uploaded and disseminated by the user, Puwell

Cloud Storage Services and all related elements, include but not limited to all content, data, technology, software, code, user interface and any derivative works related thereto.

2.2 Without permission of Puwell, any information and feedback provided by the user that related to the platform service shall not be republished or broadcasted in any media, directly or indirectly, for broadcast or distribution purposes or any other commercial purpose. The above information or any part thereof may only be kept on a computer for private use. Puwell Cloud Storage Services does not in any way compensate users or any third party or shall not be responsible for delays, inaccuracies, errors and any damage of the above-mentioned materials during the transmission or delivery of all or part of the above information.

3. Commitment and Guarantee

3.1 Users guarantee that the content uploaded to the Puwell Cloud Storage Service must not and shall not be directly or indirectly:

1) Delete, hide, or change any patents, copyrights, trademarks, or other proprietary claims displayed on or contained in the Puwell Cloud Storage Service;

2) Interfere in any way or attempt to interfere with the normal operation of Puwell Cloud Storage Services or any part or function of Puwell's website;

3) Avoid, try to avoid or claim to be able to circumvent any content protection mechanisms or Puwell Cloud Storage service data metrics tools;

4) Use any registered or unregistered works, service marks, company logos, URLs or any other marks originating from Puwell without written consent from Puwell.

5) Use any mark including, but not limited to, using Puwell logo in a manner that defiles, impairs, and damages the rights of the owner, or set it in violation of this Agreement for itself or for any other person or declaring any obligation or granting any right or authority, unless Puwell specifies in writing, the user shall not export any user's information and must stop using and delete any user's information or any other Puwell Cloud Storage service content within 24 hours after acquiring.

6) Display or provide any user information to any non-original user without the prior consent of the original user;

- 7) Request, collect, request or in any manner obtain access to Puwell account, passwords or other authentication credentials from any user;
- 8) Provide authentication credentials of auto sign-in operation for any user;
- 9) Provide tracking functions, including but not limited to identifying other users viewing or operating on personal homepages;
- 10) Automatically direct the browser window to another web pages;
- 11) Impersonate other person or gain access to Puwell Cloud Storage Services;Or let any other person identify the user without the user's explicit consent;
- 12) If the user violates any term of the guarantees, Puwell shall have the right to punish by warning, shielding, and disqualifying for the circumstances;

If the user violates the above guarantees and causes damages to Puwell Cloud Storage Services, service user or any partners of Puwell, the user is responsible for all legal liabilities and compensation for losses;

3.2 User's Commitment:

- 1) Written authorization from the right holder (if any) of the content was obtained by uploading, publishing, transmitting or otherwise disseminating via the network services provided by the Puwell Cloud Storage Service, and has reached an internal agreement with the aforementioned right holder to ensure that it has full, complete and exclusive ownership and intellectual property rights before submitting and uploading the relevant content to Puwell Cloud Storage Services;
- 2) Content uploaded, posted, transmitted, or transmitted by users through the network services provided by the Puwell Cloud Storage Service must not contain any information that violates national laws and regulations.
- 3) The user shall not use the network service system for any illegal purpose; The user shall not use any of Puwell Cloud Storage Services to infringe on Puwell's commercial interests, including but not limited to publishing commercial advertisements without approval; The user must not use Puwell Cloud Storage Service network to perform any actions that may adversely affect the normal operation of the Internet or mobile network;

4) Users may not use the services of Puwell Cloud Storage Services to engage in the following activities:

- i. Access to computer information networks or use computer information network resources without permission;
- ii. Delete, modify or add computer information network function without permission;
- iii. Delete, modify, or add any content of computer information network including data and applications stored, processed or transmitted into the computer without permission;
- iv. Deliberately producing and disseminating destructive programs such as computer viruses;
- v. Other actions that compromise computer information network security.

5) If the user uploads, distributes, transmits, or distributes content through the network services provided by the Puwell Cloud Storage Service, which infringes the legitimate rights and interests of third parties (including but not limited to patents, trademarks, copyrights, etc.), copyright, neighboring rights, portrait rights, privacy rights, reputation rights, etc.), and causes Puwell or related cooperation to face any complaints, reports, inquiries, claims and lawsuits; Or Puwell or related cooperations suffer any loss of reputation, reputation or property, the user should actively take all possible measures to ensure that Puwell and related cooperation are protected from the aforementioned claims and lawsuits. At the same time, the user shall bears full responsibility for damages for the direct and indirect economic losses suffered by Puwell and related cooperation.

4. Intellectual property protection

If the content uploaded by the user allows other users to download, view, listen or otherwise access or distribute, it must ensure that the publication of the content and related behaviors are implemented in compliance with the relevant copyright policies of relevant intellectual property laws and regulations, including but not limited to:

4.1 When the user receives the notice of infringement, the user shall immediately delete or prohibit access to the claimed infringing content, and contact the person who delivered the notice at the same time for further information.

4.2 The user knows and agrees that Puwell has the right to handle the qualified infringement notices issued by third parties in accordance with relevant laws and regulations, delete or prohibit access to the claimed infringing content as required, and implement appropriate policies to prevent duplication

infringement under the relevant conditions.

5. Privacy protection

5.1 Puwell fully respects the privacy of personal information of users.

5.2 Shared information. You can actively set up sharing information with others. The user understands and knows that various search engines, including Puwell, may crawl these when users share information publicly.

5.3 Puwell will not disclose or provide third parties with non-public content stored by users on Puwell Cloud Storage unless the following conditions are met:

- 1) Relevant laws and regulations or the legal service procedures of Puwell Cloud Storage Services;**
- 2) In the event of an emergency to protect the rights of users and the public;**
- 3) In order to maintain Puwell's trademark rights, patent rights and any other legal rights and interests;**
- 4) Other situations where it is necessary to disclose or edit personal information in accordance with law.**

6. Disclaimer

6.1 In view of the special nature of network services, users agree that Puwell Cloud Storage Services reserves the right to change, interrupt or terminate some or all of the network services at any time. If the changed, interrupted or terminated network service belongs to the free network service, Puwell Cloud Storage Service does not need to notify the user, nor does it bear any responsibility to any user or any third party.

6.2 The user understands that Puwell Cloud Storage Service needs regular or irregular maintenance for the platform providing the network service or related equipment. If the situation results in the interruption of the network service within a reasonable time, Puwell Cloud Storage Service does not need to bear any responsibility for this, but should announce the situation as much as possible in advance.

6.3 Puwell Cloud Storage Services may change the services or remove some of its features at any time for any reason. Puwell Cloud Storage Services may cancel or

terminate services to users at any time. The decision to cancel or terminate the service by Puwell Cloud Storage Services does not require reason or notify users. Once the service is cancelled, the users' right to use the service terminates immediately and any information stored by the users in this service may not be restored.

6.4 Puwell Cloud Storage Services DOES not guarantee (including but not limited to):

- 1) Puwell Cloud Storage Service is suitable for users' requirements;**
- 2) Puwell Cloud Storage Services is uninterrupted, timely, secure, reliable or error-free; and any products, services or other materials obtained by users through Puwell Cloud Storage Services meet user's expectations;**
- 3) The user uses any data downloaded or obtained via the Puwell Cloud Storage Service at the user's own risk; If it results in damage to the user's computer system or loss of data, the user shall be solely responsible for it.**

6.5 If any profit, business reputation, data or other tangible or intangible losses are caused by the following reasons, Puwell Cloud Storage Services do not bear any direct or indirect responsibility:

- 1) The use of Puwell Cloud Storage Services or can not be used;**
- 2) Any product, data or service purchased or obtained through Puwell Cloud Storage Services;**
- 3) Unauthorized use or modification of user data and other matters related to Puwell Cloud Storage Services.**

6.6 The user shall be responsible for any disputes or losses caused by the user's authorization to third parties (including third-party applications) to access/use the contents of the Puwell Cloud Storage Services space.

7. Others

7.1 The final interpretation right of this agreement belongs to Puwell.

7.2 This Agreement shall come into force upon its publication. Puwell reserves the right to amend the contents of the Agreement at any time and the revised results are published on the Puwell Cloud Storage Service website or application.

If you do not agree with the changes made by Puwell Cloud Storage Services to the relevant clauses of this Agreement, the user has the right to stop using the network service. If the user continues to use the network service, it is deemed that the user accepts the modification made by Puwell to the relevant clauses of this Agreement.

7.3 All notices of the Puwell Cloud Storage Service for users under this Agreement can be made through webpage or application announcements, e-mails, SMS, or regular mail delivery; These notices are deemed to have been delivered to the recipient on the date of dispatch. .

7.4 The conclusion, implementation and interpretation of this Agreement and the settlement of disputes shall be governed by the laws of China and shall be subject to the jurisdiction of the Chinese courts. If there is any dispute between the two parties regarding the content of this Agreement or its implementation, the two parties shall try their best to settle it through friendly consultation. When the negotiation fails, either party may file a lawsuit in the court where the company is located.

7.5 This Agreement constitutes the entire Agreement between the parties on the matters stipulated in this Agreement and other related matters. Except as provided in this Agreement, the parties have not granted other rights in this Agreement.

7.6 If any provision of this Agreement is completely or partially invalid or has no execution force for any reason, the remaining provisions of this Agreement shall remain valid and binding.

7.7 Insofar as the law allows, Puwell has the right to interpret and amend the terms.