

# Terms of Service

## **Filler:**

BreezySign is a service developed by Penpower Technology. Before using the BreezySign service (hereinafter referred to as "the Service" or "BreezySign Service"), you (hereinafter referred to as "User") must read and agree to the following terms. When you register for and use BreezySign's cloud and related services or features, you must comply with and abide by the provisions of these terms (hereinafter referred to as "this Agreement").

### **1. Membership and Registration**

Users must register as a BreezySign member before subscribing to BreezySign's cloud services. Membership registration is free of charge. Users can register through Google. If the email address or social account provided by the user is found to be invalid, Penpower reserves the right to suspend the user's BreezySign account and delete or remove any files associated with that account without responsibility. If the user encounters registration or refund issues due to an invalid email address or social account, the issue will be processed only after the user provides a valid email or social account and it is confirmed to belong to the complaining user. By applying for registration, users are deemed to have agreed to receive any emails or newsletters sent by BreezySign. Users only need to pay when subscribing to or purchasing BreezySign cloud space or services.

### **2. Services**

BreezySign cloud services include cloud storage and other services contained within the products the user has subscribed to.

### **3. Cloud Access Application**

Users must log in to their BreezySign cloud account before using the BreezySign services.

### **4. Subscription and Trial**

Penpower offers the following subscription and trial plans for BreezySign services:

#### **(1) Direct Subscription (Without Trial)**

Users may subscribe to the service via the BreezySign website. Subscribed services will be automatically renewed until the user cancels the subscription. Subscription and renewal payments will be deducted from the user's credit card or other payment method based on the chosen billing cycle. If users wish to cancel a paid subscription, they should follow the instructions in Section 7.

## **(2) Free Trial**

- Subscription through the app's free trial mechanism;
- Subscription through BreezySign's website using a code (users must provide relevant credit card or other payment information to complete the redemption);
- Users may obtain a trial through BreezySign's referral mechanism or marketing activities, such as sending invitations to friends or accepting invitations from friends and completing specified tasks (such as account registration). Users trialing BreezySign services can check their current subscription status under "My Account" on the BreezySign website.

## **(3) BreezySign Business Plan**

- Adding Users The team administrator (Admin) of the original subscription account can add users at any time. The cost will be calculated based on the number of new users added, prorated for the remaining days and prices of the current period, and the renewal fee will be based on the total number of users. The original subscription account holder can check the number of subscribed users in the management console. The subscription, cancellation, and refund mechanisms for this plan are the same as those for general subscriptions (i.e., direct subscription and free trial plans). For offline purchases, payment terms should be according to the contract terms at that time.

## **5. Cancellation of Subscription**

If users purchase services through the app, they should follow the platform's steps, including checking subscription records or canceling auto-renewal using the subscribed service. Users who subscribe to BreezySign services via the BreezySign website can view subscription records or cancel auto-renewal at the order record webpage: <https://app.breezysign.com/settings/plan>. For special refund situations, please contact us at <https://www.breezysign.com/contactus>, and our customer service will provide further response and processing.

If more than 30 days have passed since subscribing to BreezySign services, it will be considered that the user has accepted and used the BreezySign service, and no refunds will be issued. When a user cancels a subscription before the end of the subscription period, they may continue to use the service until the end date. However, if the user receives a refund from Penpower, the service will automatically terminate. In the event of a refund or subscription cancellation, users are fully responsible for file backup. Penpower is not responsible for any file loss, recovery, or damage under any circumstances.

## **6. File Backup**

BreezySign's cloud only provides online storage space for files uploaded by users. Penpower is not responsible for any file loss, damage, or unauthorized use caused by the user or third parties. Users are fully responsible for password protection, file backup, and managing subscription cancellations, automatic renewals, refusal of renewals, refund requests, or any termination of service. When backing up files, users should retrieve and download the files from BreezySign's cloud to their own hard drive or other storage space.

## **7. Subscription Expiration**

Unless otherwise specified in these terms, BreezySign subscriptions are automatically renewed. If the user does not cancel the subscription as per Section 6, it will be considered an agreement to continue paying for the subscription. When the subscription period ends, if the user cancels the subscription as per Section 6, the files uploaded to BreezySign's cloud will be retained for 30 calendar days for the user to download or backup (hereinafter referred to as "First Grace Period"). During the First Grace Period, users may not restore, modify, edit, or re-upload any files to the cloud space. After the First Grace Period ends, the files will be retained for an additional 30 calendar days (hereinafter referred to as "Second Grace Period") for users to renew and recover files. During the Second Grace Period, users may not upload, download, or edit files stored in the cloud or use any services until renewal. Once the Second Grace Period ends and renewal has not occurred, Penpower may delete or remove any files from the cloud space.

## **8. Privacy Policy**

Personal data provided by users due to the use of the service is governed by BreezySign's privacy policy ([https://www.breezysign.com/web\\_privacy\\_policy](https://www.breezysign.com/web_privacy_policy)).

## **9. Compliance Obligations**

Users are fully responsible for the creation, content, reproduction, and transmission of files uploaded and accessed in BreezySign's cloud. Penpower is not responsible under any circumstances for any actions related to the aforementioned files by users or third parties.

## **10. Intellectual Property**

Users represent and warrant that files uploaded to BreezySign's cloud:

- Are owned by the user, or if owned by a third party, the user has obtained explicit permission from that third party to use, copy, or transmit the file within the scope of this Agreement;
- Do not infringe on copyrights, trademark rights, trade secrets, or other intellectual property rights;
- Do not violate any third party's privacy or publicity rights;

- Do not breach any laws (such as obscenity, offensive content, etc.), or pose a risk of violating relevant regulations or policies.

#### **11. Modifications**

Users agree that Penpower may revise, adjust, or add to the terms of this Agreement at any time and, to the extent permitted by law, such changes will be effective from the date announced by Penpower.

#### **12. Termination of Subscription**

Penpower may terminate services or cancel subscriptions if users breach this Agreement or if Penpower deems it necessary, without affecting its rights to claim damages. Once a user's account is terminated, the user will lose all access to the service, including but not limited to the account itself, username, email account, and content.

#### **13. Limited Use**

Users must use the BreezySign service within the scope of this Agreement and in accordance with applicable laws, regulations, or general acceptable practices within the relevant jurisdiction.

#### **14. Disclaimer of Warranties**

Penpower does not guarantee that the service will be uninterrupted or error-free, and users agree that Penpower may remove or cancel services based on this Agreement at any time. Users understand and agree that the service is provided on an "as-is" and "as-available" basis. Penpower and its affiliates, subsidiaries, managers, directors, employees, agents, partners, or licensors expressly disclaim any warranties, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement. In particular, Penpower and its affiliates, subsidiaries, managers, directors, employees, agents, partners, or licensors do not warrant:

- That the service will meet your requirements;
- That the service will be timely, uninterrupted, or secure, or error-free;
- That any information obtained by users from the service will be accurate and reliable;
- That defects or errors in any software within the service will be corrected.

#### **15. Liability for Damages**

Users agree to indemnify, defend, and hold Penpower, its affiliates, subsidiaries, directors, managers, employees, agents, partners, and contractors harmless from any claims or damages, including reasonable attorney's fees, resulting from:

- Files uploaded, posted, transmitted, or otherwise made available through the service;
- Use of the service;
- Violations of this Agreement by the user;
- Any investigation or action taken by Penpower in response to suspected violations of this Agreement.

Users agree to indemnify Penpower for any infringement of third-party rights. Users may not hold Penpower or its affiliates, subsidiaries, directors, managers, employees, agents, partners, or contractors liable for any actions taken, such as removal of information or content, warnings, suspension, or termination of access to the service, or any measures taken during an investigation or suspicion of a violation of this Agreement. Users acknowledge that they are responsible for all use of the service and that this Agreement applies to all uses of the user's account.

Users also agree to indemnify and hold Penpower harmless from any claims or damages arising from the use of the service or account, whether or not such use was expressly authorized by the user. This indemnification obligation will survive the termination or expiration of this Agreement or subscription.

#### **16. Indemnification**

Users agree to indemnify, defend, and hold harmless Penpower and its affiliates, subsidiaries, directors, managers, employees, agents, partners, and contractors from any claims, including reasonable attorneys' fees, resulting from:

- Files uploaded, posted, transmitted, or otherwise made available through the service;
- Use of the service;
- Violations of this Agreement by the user;
- Investigations or actions taken by Penpower in response to suspected violations of this Agreement. Users agree to indemnify Penpower for any violations of third-party rights. Users may not hold Penpower, its affiliates, subsidiaries, directors, managers, employees, agents, partners, or contractors liable for any actions taken, such as removal of information or content, warnings, suspension, or termination of access to the service, or any measures taken during an investigation or suspicion of a violation of this Agreement. Users acknowledge that they are responsible for all use of the service and that this Agreement applies to all uses of the user's account.

#### **17. Governing Law and Dispute Resolution**

This Agreement is governed by and interpreted in accordance with the laws of the Republic of China (Taiwan), excluding any conflicting legal principles. Any disputes arising from the service shall be subject to the exclusive jurisdiction of the Hsinchu District Court in Taiwan as the court of first instance.

## **18. Limitation of Liability**

To the fullest extent permitted by law, Penpower and its affiliates, subsidiaries, directors, managers, employees, agents, partners, and contractors will not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to damages for loss of use, data, business, goodwill, or profits, or costs incurred in acquiring substitute goods or services or any other tangible or intangible loss, arising out of or in connection with the use of the service, regardless of the legal theory and whether or not Penpower has been advised of the possibility of such damages.

## **19. Governing Law and Dispute Resolution**

This Agreement is governed by and construed in accordance with the laws of the Republic of China (Taiwan), excluding any conflicts of law principles. Any disputes arising from the service will be subject to the exclusive jurisdiction of the Hsinchu District Court in Taiwan.

## **20. Language and Translation**

BreezySign provides terms in various languages for international users. If there is any discrepancy between the translated versions and the Traditional Chinese version, the Traditional Chinese version shall prevail.