**Legal**

**END-USER SOFTWARE LICENSING AGREEMENT**

IMPORTANT: This agreement is the end-user software licensing agreement (hereinafter referred to as this "Agreement") between you (an individual, company, or any other entity) and Shenzhen DOKE Electronic Co.,Ltd. (hereinafter referred to as "OSCAL"or “we”) for the use of this Software (see the definition in Section 1.1 of this Agreement). You must have reached the age of majority for the legal jurisdiction that you reside in to access and sign this Agreement. If you have not reached the age of majority, your guardian must agree to or sign this Agreement on your behalf. Please read this Agreement carefully before you use your OSCAL device or download a Software update mentioned in this Agreement. Your use of an OSCAL device or download of this Software update will be deemed as your acceptance of the constraints mentioned in this Agreement. Otherwise, please do not use any OSCAL device or download this Software update. You may return your OSCAL device to the franchise store and authorized distributor where you made the purchase for a refund subject to OSCAL's merchandise return policy. However, you should be aware that refunds may also be subject to the franchise store's return policy. The return policy is implemented in accordance with the relevant laws and regulations of the country/region of purchase.

**1. General Terms**

1.1 Software under this Agreement refers to:

(1) The software components provided to you with an OSCAL device, including but not limited to the codes as well as other embedded software, documents, interfaces, content, fonts, and any data stored on the device that is protected by copyright held by OSCAL;

(2) Updates or upgrades to the software mentioned in (1). The Software excludes the Open Source Software Components as defined in Section 1.2.

1.2 OSCAL devices and/or their updates or upgrades may also include software components that are protected by copyrights held by third parties, who have licensed these software components under open source software licenses ("Open Source Software Components"). Such Open Source Software Components are identified as such through specific license information provided within the device, which also indicates the Open Source Software license applicable for the respective component. For this reason, the terms and conditions of open source software licenses shall be applied when you are using these Open Source Software Components. This Agreement does not alter any rights or obligations you may have under such open source software licenses. If there are any conflicts between the license conditions mentioned in this Agreement and the contents of open source software licenses with respect to any Open Source Software Components, the open source software licenses shall prevail.

1.3 Unless otherwise agreed upon, the Software under this Agreement shall be bound by this Agreement, whether it is stored in read-only memory or in any other storage media or form, or if it is from an online download location authorized by OSCAL.

**2. End User Software License**

You are granted a limited and non-exclusive license to access and use this Software (as defined in Section 1.1) on only one OSCAL device or computer, subject to, and in accordance with the terms and conditions of this Agreement. The Software cannot be sold, transferred, or used for any other commercial purposes.

**3. Limitations of Use**

3.1 You may not use OSCAL's technology or intellectual property to develop software or design, develop, manufacture, sell, or license third-party devices/accessories associated with OSCAL devices without OSCAL's prior consent.

3.2 You may make a copy of the Software on a computer hard drive or other storage media for the purpose of archiving. You may not distribute or provide the Software on the Internet so that it is available to multiple devices or computers at the same time.

3.3 You may not sell, rent, lease, lend, sublicense or distribute the entirety or part of the Software to any third party without prior written permission from OSCAL. However, you may make a one-off permanent transfer of the entire license to the Software to another party along with the transfer of ownership of your OSCAL device, provided that:

(1) The transfer includes your OSCAL device and all the OSCAL Software;

(2) You do not retain copies of all or part of the Software;

(3) The party that receives the OSCAL device and Software has read and accepted all the terms and conditions of this Agreement.

3.4 Except as otherwise expressly permitted, you shall not, nor allow any other person to copy, reverse engineer, decompile, disassemble or create derivatives of the Software. In addition, you shall not, nor allow others to, or attempt to export the source code of the Software, or decode or modify the Software or any part of the Software or the services that it provides.

3.5 You agree not to use the Software and related update content to engage in the following activities:

(1) Copy or use any part of the Software beyond the scope of this Agreement;

(2) Provide to third parties, or allow third parties to use the whole or part of the Software (including but not limited to apps, services, code, and source code) without OSCAL's written consent;

(3) Use the Software in a deceptive way or for deceptive purposes;

(4) Delete any copyright declarations or prompts contained in the Software;

(5) Attempt to destroy, bypass, change, invalidate or escape from any digital rights management system in connection with the Software and/or part of the organic composition of the Software;

(6) Perform other improper or illegal acts.

3.6 When using the Software for storage or copying, you need to be authorized by the relevant rights holders in the corresponding countries or regions. OSCAL Software may be used to reproduce materials so long as such use is limited to the reproduction of non-copyrighted materials, materials for which you own the copyright, or materials you are authorized or legally permitted to reproduce. You acknowledge that ownership and intellectual property rights of any material displayed, stored or accessed via your device belong to the owner of the material. Such materials may be protected by copyright law or other intellectual property laws and treaties, and you may need to comply with the usage agreement or terms for such materials belonging to a third party. Unless otherwise agreed upon, this Agreement does not grant you any right to use such materials, nor does it guarantee that you can continue to use them.

3.7 You agree that you shall only use the Software in compliance with all applicable laws and regulations of the country or region in which you reside or use the Software, including but not limited to the local laws of the country or region where you reside or download or use the Software and services.

**4. Reservation of Rights**

OSCAL owns and retains all rights and titles to the Software and reserves any other rights not expressly granted to you by this Agreement.

**5. Privacy Policy**

The Privacy and Personal Data Protection Policy (the "Privacy Policy") provides information about the data that OSCAL collects and the ways in which this data is used by OSCAL. During your use of this Software on your device, OSCAL will collect data from your device in accordance with the provisions of this Agreement and the Privacy Policy.

**6. Use of Data**

6.1 OSCAL ENSURES THAT A SIMILAR AND ADEQUATE LEVEL OF PROTECTION IS AFFORDED TO YOUR DATA AS REQUIRED BY ALL APPLICABLE LAWS AND REGULATIONS. DATA COLLECTED FROM YOUR DEVICE DURING USE MAY BE PROCESSED OR TRANSFERRED TO OSCAL IN COUNTRIES OUTSIDE OF THE COUNTRY YOU RESIDE. THIS MEANS THE DATA MAY BE TRANSFERRED TO OR ACCESSED FROM OTHER JURISDICTIONS WHICH ARE OUTSIDE OF THE COUNTRY WHERE YOU USE OSCAL'S PRODUCTS OR SERVICES. THESE JURISDICTIONS MAY HAVE DIFFERENT DATA PROTECTION LAWS, OR SUCH LAWS MAY NOT EVEN EXIST.

6.2 OSCAL ONLY RETAINS YOUR DATA FOR THE PERIOD NECESSARY TO FULFIL THE PURPOSES OUTLINED IN THIS AGREEMENT AND THE PRIVACY POLICY, UNLESS A LONGER RETENTION PERIOD IS REQUIRED OR PERMITTED BY LAW. WHILE OSCAL TAKES ALL APPROPRIATE TECHNICAL AND ORGANIZATIONAL STEPS TO PREVENT UNAUTHORIZED ACCESS TO OR DISCLOSURE OF YOUR DATA, PLEASE NOTE THAT NO SECURITY MEASURES ARE COMPLETELY INFALLIBLE.

**7. Updates**

7.1 To provide you with a better user experience, OSCAL may provide you with software update services, including but not limited to system software updates and app updates. The Software's update service is designed to improve the performance, safety, and reliability of products and devices, and to meet the functional customization needs of mobile carriers. The Software's updates can be installed in different ways. Software updates include error repair updates, system software updates, app updates, and updates to any previously installed software (including all-new versions) and performance enhancements.

7.2 Any software replacement or supplemental update provided by OSCAL is governed by this Agreement, unless such update is accompanied by a separate End User License Agreement, which shall prevail. If you decide not to download and install an update provided by OSCAL, you acknowledge that this may expose the Software to serious security risk or cause the Software to be unusable or unstable. Some of the features of the Software may be limited depending on the version. Updating to the latest version may improve your user experience.

7.3 Your OSCAL device will automatically search for and download new update packages to provide you with timely update services. These updates are designed to resolve cyber security loopholes and prevent new threats, and it is important to accept and install security related system updates in a timely manner. Due to the importance of these updates, your device may automatically install some pre-downloaded updates, and will immediately provide update notifications to help you understand the related information. We strongly recommend that you do not change your device's default settings to avoid software issues resulting from delayed updates. To disable this features, go to About phone (or About tablet) in Settings, touch Build number several times and follow the prompts to activate Developer mode, then go to Developer options in Settings and disable Automatic system updates.

Some apps may have automatic update features, and may download and install updates to your device automatically. You can disable automatic updates in app settings.

**8. Services of the Software**

8.1 The Software enables you to access OSCAL and third-party apps and services (individually and collectively referred to as "services") that come with the Software. However, some apps and services may not be available in all languages or in all regions. Some features of the Software may require access to the Internet over Wi-Fi to work properly. If you allow the Software to access the Internet using mobile data on your phone, additional data charges may apply. Please consult your carrier for details. Some services may provide you with various kinds of information. OSCAL makes no guarantees with regard to the availability, accuracy, integrity, reliability, or timeliness of the information displayed by any services, including but not limited to the stock information, location information, or any other information. In addition, you acknowledge and agree that some of the features of the Software may not be available on some devices depending on the device hardware and data access.

8.2 To guarantee and improve your user experience, the Software provides you with a large number of services. The specific contents of the Software's services are provided by OSCAL according to the actual situation. OSCAL reserves the right to change the services and contents of the services at any time.

Optimizer: Optimizer provides you with basic features such as storage cleanup anti-virus, data management, blocked numbers management, permissions management, launch management, and battery management, and may provide you with patches to ensure that the apps run smoothly. You can use Optimizer to configure and manage your device. However, you acknowledge that due to technical limitations and other reasons, OSCAL cannot guarantee that the aforementioned features will meet your requirements.

Location service: Location service uses GNSS, GPS, GLONASS, Beidou as well as Wi-Fi hotspots and base station information to determine the approximate location of your device. To use this feature, you must enable Location service on your device. Once enabled, each app or website must obtain your permission before using this service. Location service may also require Internet access during use, which may result in data charges by your mobile carrier (when Wi-Fi is not available). For more information, please consult your mobile carrier. By using this service, you acknowledge and agree that the location data provided by this service is only used for basic location-based services. It is not intended to be used in situations where precise location information is required, or in situations that may result in personal injury or death, or property or environmental damage due to incorrect, inaccurate, or incomplete location data, or time delays.

Unknown number identification: Unknown number identification utilizes its smart recognition feature to help identify and categorize calls from unknown numbers into categories such as harassment calls, fraudulent calls, package delivery, telemarketing, and so on. However, due to current technical limitations and other reasons, you acknowledge and agree that the accuracy of this service may not be perfect.

**9. Third-party Software Statement**

9.1 Your OSCAL device may include certain third-party apps or services. Such apps or services may display, include, or provide contents, data, information, apps, or materials from the third party, or links to certain third-party websites (hereinafter referred to as "third-party software"). OSCAL does not own any third-party software or its related intellectual property rights. Therefore, you acknowledge and agree that OSCAL does not assume responsibility for providing support for any third-party software, and does not guarantee that the contents of third-party software or services will be available at any time. OSCAL is not liable for any content, advertisement, products, services, and other materials provided on third-party software.

9.2 You acknowledge and agree that the appearance of any name, trademark, product, or service of any third party on your OSCAL device is provided for your convenience only and does not constitute an explicit or implicit endorsement, warranty, or recommendation of the third party or its software. You further acknowledge and agree that the use of any third-party software, including any information or personal data you provide (whether intentionally or unintentionally) is subject to the applicable terms of use, license agreement, privacy policy, and other agreements. Therefore, your use of third-party software is at your own risk.

9.3 Unless agreed by the third party, you acknowledge and agree not to modify, rent, lease, sub-lease, distribute, or create derivatives of any third-party software, or use it in any unauthorized manner, including but not limited to, using such software to transmit any type of virus, worm, Trojan, or other malicious software, invade a network, or burden the capacity of a network. You further agree not to use any third-party software to harass, abuse, threaten, denigrate, or otherwise use it in a manner infringing the rights of any third party, and warrant that OSCAL does not assume any liability for your actions, or any harassing, threatening, defamatory, offensive, infringing, or illegal information or transmission that results from your use of third-party software.

**10. Termination and Ongoing Effectiveness**

10.1 This Agreement is effective from the first date you install the Software. You may terminate this Agreement at any time by permanently deleting, destroying and returning, at your own cost, the Software, all backup copies and all related materials provided by OSCAL. OSCAL may terminate this Agreement at any time without notice if you fail to comply with any terms or conditions of this Agreement. Once it is terminated, you MUST stop using this Software and delete all the Software and associated materials already copied and/or installed on your OSCAL device or computer immediately.

10.2 Sections 6, 11, 12, 13, 14, 16, and 17 shall remain effective after the termination of this Agreement.

**11. Disclaimer of Warranties**

11.1 YOU ACKNOWLEDGE THAT THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. NEITHER OSCAL NOR THE COPYRIGHT HOLDERS MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THERE IS NO WARRANTY BY OSCAL OR BY ANY OTHER PARTY THAT THE FEATURES CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ASSUME ALL RESPONSIBILITIES AND RISKS FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM IT.

11.2 INSTALLING THIS SOFTWARE MAY AFFECT THE AVAILABILITY OF THIRD-PARTY SOFTWARE, APPS, OR SERVICES. THERE IS NO WARRANTY BY OSCAL THAT THE FEATURES OR SERVICES CONTAINED IN THIS SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THIS SOFTWARE AND ITS SERVICES WILL BE FREE FROM ERRORS/BUGS, OR THAT THIS SOFTWARE WILL PROVIDE CONTINUOUS, PERMANENT SERVICES. IN ADDITION, OSCAL MAKES NO WARRANTY THAT THIS SOFTWARE WILL BE COMPATIBLE WITH ANY THIRD-PARTY SOFTWARE OR SERVICES.

11.3 YOU FURTHER ACKNOWLEDGE THAT THE OSCAL SOFTWARE AND SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA, OR INFORMATION PROVIDED BY THE OSCAL SOFTWARE OR SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, INCLUDING BUT NOT LIMITED TO THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS.

**12. Limitation of Liabilities**

12.1 OSCAL WILL NOT TAKE ANY RESPONSIBILITIES FOR PROBLEMS ON SOFTWARE USE CAUSED BY ABUSE, MISUSE, OR UNAUTHORIZED MODIFICATION.

12.2 TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAWS, UNDER NO CIRCUMSTANCES SHALL OSCAL OR ITS EMPLOYEES BE LIABLE FOR ANY LOST PROFITS, REVENUE, SALES, DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, PROPERTY DAMAGE, PERSONAL INJURY, INTERRUPTION OF BUSINESS, LOSS OF BUSINESS INFORMATION OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, ECONOMIC, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, OR OTHER THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF OSCAL IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

12.3 IN NO EVENT SHALL OSCAL'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAWS IN CASES INVOLVING DEATH OR PERSONAL INJURY RESULTING FROM OSCAL'S NEGLIGENCE) EXCEED THE AMOUNT YOU PAID FOR YOUR OSCAL DEVICE.

12.4 The laws of some countries/regions do not allow certain warranties, guarantees or liabilities to be excluded or limited by a contract. If these laws apply to you, some or all of the above exclusions or limitations may not apply to you and you may have additional rights. Nothing in the Agreement affects your legal rights that you are legally entitled to as a consumer and which you cannot contractually agree to alter or waive.

**13. Technical Support**

OSCAL is not obligated to provide any technical support for the Software described in this Agreement, other than those required by law. No oral or written information or opinion given by OSCAL or its authorized representatives constitutes any warranty. If you discover that the Software or its services are defective, you must bear all necessary repair costs.

**14. Export Controls**

You may not use or otherwise export or re-export OSCAL Software except as authorized by applicable laws and the laws of the jurisdictions in which the OSCAL Software was obtained.

**15. Contact OSCAL**

If you have any questions, comments or suggestions, please contact us via our Contact US page, or submit them to one of our global offices.

**16. Dispute Settlement and Governing Laws**

The validation, interpretation, modification, fulfillment, and dispute settlement of this Agreement are governed by the laws of the People's Republic of China, without regard to conflict of laws. You agree that this Agreement is signed in Guangming District, Shenzhen, Guangdong Province. If any dispute arises concerning the content or performance of this Agreement, the dispute shall be settled through friendly negotiation. In the event that the dispute cannot be settled through negotiation, either party could submit the dispute to the People's Court with jurisdiction in the place of signing.

You will also benefit from any mandatory provisions of the law of the country/region in which you are resident. Nothing in this Agreement, including the paragraph above, affects your rights as a consumer to rely on such mandatory provisions of local law.

**17. Entire Agreement**

This Agreement constitutes the entire agreement between you and OSCAL governing your use of the Software and supersedes any prior agreements between you and OSCAL relating to the use of the Software. You may also be subject to additional terms and conditions that may apply when you use or purchase open source software, third- party content, or other OSCAL services.