

# User Privacy Policy and Disclaimer

## User Privacy Policy

Iray Technology Co., Ltd. (hereinafter referred to as “the Company” respects and protects users' privacy. We here explicitly and publicly express that, as you use the products and services provided by our Company, we will collect and use your personal information only for legal, rational, and necessary purposes in accordance with the *User Privacy Policy* (hereinafter referred to as "the Privacy Policy").

**We endeavor to present the Privacy Policy in plain, easy-to-understand, and concise language, and to draw your attention to those terms of the Privacy Policy that are closely related to your rights and interests in boldface.** Please read all the provisions of the Privacy Policy carefully to help you understand what information we collect, why we collect it, and how we collect and use it. **If you are a child 14 years of age or younger, please review this Privacy Policy with a legal guardian. You may use our products and provide personal information only after your legal guardian has reviewed and agreed to it. If you or your guardian disagrees with any content of the Privacy Policy, please stop using our products or services immediately. By using any product or service provided by our Company, you give us the permission to collect, use, store, and protect your information in accordance with the Privacy Policy.** If you have any questions about the Privacy Policy, you can contact us by calling +001 945-274-9922 or sending an email to sales@xinfrared.com, and we will respond to your request or appeal in a timely manner within the statutory period.

We understand the importance of personal information to you, and we will endeavor our best to keep your personal information safe and reliable. We are committed to maintaining your trust by adhering to the following principles to protect your personal information: the principles of consistency of rights and obligations, explicit purpose, optional consent, data minimization, ensuring security, subject participation, openness, transparency, etc. **Meanwhile, we warrant that we will take corresponding security protection measures to protect your personal information according to the mature security standards in the industry.**

**The Privacy Policy will help you understand the following:**

- I. Scope of application;**
- II. How we collect and use your personal information;**
- III. How we use cookies and similar technologies;**
- IV. How we share, transfer and publicly disclose your personal information;**
- V. How we store your personal information;**
- VI. How we protect your personal information;**

**VII. Your rights;**

**VIII. Amendments to this Policy, and**

**IX. Disputes resolutions.**

## **I. Scope of Application**

1. The Privacy Policy applies to all products and services provided by the Company except for specific ones, to which the specific privacy policy will apply. The privacy policy for specific services forms part of this Privacy Policy. If there is any inconsistency between the privacy policy of relevant specific service and this Privacy Policy, the privacy policy of that specific service shall apply.

2. It shall be specially noted that the Privacy Policy does not apply to the services provided by third parties other than the information shared with third parties with your consent under Section IV of the Privacy Policy. **Please understand that if you provide your personal information while browsing any third-party website or using any third-party product or service, your information will be subject to the privacy policy of the third party, and we do not assume any legal responsibility. Please read the privacy policy of the third party carefully and confirm whether it is acceptable.**

## **II. How do we collect and use your personal information**

Personal information refers to all kinds of information recorded by electronic or other means that can identify the identity of a specific natural person or reflect the activities of a specific natural person independently or in combination with other information. Personal information for children of or under 14 is sensitive information.

The products and services we provide need to rely on some of your information to operate. Therefore, when you use the Company's products and services, you need to provide us or allow us to collect the necessary information so that we can provide you with basic services and better personalized services with the help of the information, including:

### **1. The information you provide to us on your own initiative.**

When you contact us, we may save your communication or call records and content or the contact information you offered in order to help you solve the problem, or record the solution and result of the related problem. Our customer service staff may use your account information to verify your identity. You may be requested to provide information other than the above-mentioned when communicating with our customer service staff.

### **2. For the information we collect during your use of the service, we will obtain your consent in advance, except in cases prescribed by law:**

(1) When you use our App for the first time, after obtaining your authorization, we will receive and record the information related to the device you use to protect the security of your account and transactions. They will include **device attribute information (such as IMEI, IMSI, device model, operating system version, device settings, unique device identifier,**

**and other software and hardware feature information), device connection information (such as such as IP address, telecom operator, and access date and time).**

(2) When you use our App for the first time, we will read your cell phone status after your authorization, so as to ensure the normal use of App services, provide more accurate location service, solve the problems encountered in the use, improve App services and user experience, and protect your account security.

(3) When you use the Company's product App to take pictures or videos, save or upload pictures for the first time (scenarios may vary depending on your device system), we will apply for **storage, location, microphone and camera** access to save pictures, files or cached information to the phone.

**3. Exceptions: We will collect and use your information without your prior consent if the information is:**

- (1) Related to the personal information controller's performance of obligations stipulated by laws, regulations, or rules;**
- (2) Directly related to national security or national defense security;**
- (3) Directly related to public safety, public health, or major public interests;**
- (4) Directly related to a criminal investigation, prosecution, trial, or execution of a judgment;**
- (5) For the purpose of protecting the life, properties, or other major legal rights or interests of the personal information subject or other persons for which it is difficult to obtain the authorization or consent from the subject;**
- (6) Disclosed to the public by the personal information subject himself or herself;**
- (7) Necessary for execution or performance of a contract as requested by the personal information subject;**
- (8) Collected from legally and publicly disclosed information, such as legal news reports, government information disclosure, etc.;**
- (9) Necessary for maintaining the safe and stable operation of the offered products or services, such as finding and handling product or service faults; or**
- (10) Controlled by press units and necessary for legal news coverage.**

#### **4. Anonymization**

The information we collected from you will be anonymized timely with our technologies. Without disclosing your personal information, we have the right to analyze, exploit, and use the anonymized user data, make statistical analyses on the use of our products, and share them with possible third parties.

### **III. How do we use cookies and equivalent technologies**

We or our third-party partners may collect and use your information through cookies and web beacons, and store it as log information. Through our cookies and web beacons, we offer your personalized user experience and services and realize the following purposes:

1. Remembering your identity. For instance, the cookies and web beacons help us to identify your identity as our registered user or save your preferences or other information you provide us.

2. Analyzing your use of our services. For instance, we may use our cookies and web beacons to understand what activities you use our services for or which services are most popular with you.

While using our cookies and web beacons for the above purposes, we also collect information other than personal identity through our cookies and web beacon, and, after statistical processing, provide the processed data to our partners for analyzing how users use our services.

There may be cookies and web beacons of our partners on our products and services. These cookies and web beacons may collect your information other than personal identity for analyzing how you use the products or services. Collecting and using the information through third-party cookies and web beacons are subject to the privacy policies of the related third parties other than this Privacy Policy, and we do not assume any responsibility for these cookies and web beacons.

You can refuse or manage these cookies on your browser. **However, please note that, if you disable these cookies or web beacons, you may not be able to enjoy the best service experience, and some products or services may not be available to you.**

#### **IV. How do we share, transfer, and publicly disclose your personal information**

1. We will treat your information with strong diligence. Without your explicit consent, we will not share your personal information with any other companies, organizations, or individuals, unless the information has been processed, is no longer identifiable to a specific individual, and can not be restored.

At present, we will seek your authorization and consent to share personal information in the following situations:

- (1) Share your device, network, and location information with telecom operators and Iray Technology Co., Ltd. for one-click login verification and verification code reception;
- (2) Share your device information with Iray Technology Co., Ltd. for sending messages (including operational activities and version updates);
- (3) Share your IP address, browser type, language, access date and time, software and hardware features, and your desired page records, device model, device identification code, operation system, resolution, and telecom operator with the mtjSDK of Iray Technology Co., Ltd. for data statistics to provide better service experience;
- (4) Share your Crash environment: Crash information and thread stack, ROM/RAM/SD card capacity, network, language, and other status information of the App including SDK name, version, and process name, as well as device information including IMEI and device

information code with the BuglySDK of Iray Technology Co., Ltd. for determining the Crash statistics;

(5) You can share contents of your interest to your WeChat, QQ, facebook, and twitter accounts through the share function in our App. **Before sharing, you are highly advised to read the privacy policy of the third-party service for your decision-making.**

We will share your personal information only for legal, rational, necessary, specific, and clear purposes. We will sign strict confidentiality agreements with companies, organizations, and individuals with which we share personal information, requiring them to process information in accordance with our instructions, this Policy, and any other relevant confidentiality and security measures.

2. We will not illegally sell or provide your information to others, provide your information to any third party, or use your information for any other purposes except for

- (1) the disclosure to a third party with your prior consent;
- (2) the disclosure to a third party or administrative or judicial authority in accordance with relevant legal provisions or the requirements of the administrative or judicial authority;
- (3) any possible use of your information for identity verification, customer service, safety protection, fraud detection, archiving, filing, and other purposes during our services, to prevent, find, and investigate any fraud, dangerous, illegal, or violation behavior breaching our agreements, policies, or rules, for the purposes of protecting your legal rights and interests and those of other users, our associates, partners, and other trusted third-party suppliers, service providers, agents, and the public, and ensuring the safety and security of our products and services;
- (4) the situations when we partner with a third party to offer you services related to our product platform or other network services provided that such third party agrees to assume the same responsibilities with us for protecting users' privacy; or
- (5) other disclosures as required by laws, regulations, or policies.

3. We will not disclose your personal information publicly unless:

- (1) we obtain your explicit consent; or
- (2) the disclosure is based on laws, that is, we may disclose your personal information publicly as requested according to relevant laws, legal proceedings, litigations, or mandatory requirements of government authorities.

**4. We will not share, transfer, or publicly disclose your personal information without your prior authorization or consent unless the information is:**

- (1) Related to the personal information controller's performance of obligations stipulated by laws, regulations, or rules, or those necessary for the conclusion and performance of contracts at the request of the personal information subject;**
- (2) Directly related to national security or national defense security;**
- (3) Directly related to public safety, public health, or major public interests;**
- (4) Directly related to a criminal investigation, prosecution, trial, or execution of a judgment;**
- (5) For the purpose of protecting the life, properties, or other major legal rights or**

interests of the personal information subject or other persons for which it is difficult to obtain the authorization or consent from the subject;

(6) Disclosed to the public by the personal information subject himself or herself;

(7) Collected from legally and publicly disclosed information, such as legal news reports and government information disclosure;

(8) Necessary for maintaining the safe and stable operation of the product or service provided, such as detecting and disposing of faults in the product or service, or

(9) Other circumstances prescribed by laws and regulations.

**5. In accordance with laws and regulations, it shall not be deemed as sharing, transfer, or public disclosure of personal information if the information to be shared, transferred, or publicly disclosed has been de-identified in such a manner that the receiving party can not restore the information and the data is no longer identifiable to you. Your consent may not be required for the storage and processing of such de-identified data.**

## **V. How do we store your personal information**

The personal information we collect and generated in the People's Republic of China will be stored within the territory of this country with the retention time as specified by laws and regulations of the People's Republic of China, department regulations, and some other provisions.

## **VI. How we protect your personal information**

1. We highly value your personal information security. We strive to protect your personal information and make every reasonable effort to avoid any leak, damage, or loss of your personal information through all reasonable physical, electronic, and managerial security measures, including but not limited to the SSLs, information encryption storage, and access control of the data center, We conduct strict management over our employees or outsourcing personnel who may access your personal information, including but not limited to the information access permission control, signing confidentiality agreements with these persons, surveillance over their operations, etc.

**2. Notwithstanding the provisions of the above Clause 1, please understand that your information may still be leaked, damaged, or lost even though we have taken necessary protective measures due to a vast range of malicious approaches that are unpredictable and can not be defended relying on existing technologies.** After the unfortunate occurrence of the aforementioned personal information security incident, we will, in accordance with the requirements of laws and regulations, promptly inform you of the basic situation and possible impact of the security incident, the handling measures we have taken or will take, suggestions for risks you can prevent and reduce on your own, remedial measures for you, etc. We will promptly inform you of the incident by site notification, SMS notification, phone calls, e-mail and other contact information you have reserved. We will take reasonable and effective ways to make announcements when it is difficult to inform you one by one. At the same time, we will also report the disposal of personal information security incidents in accordance with the requirements of the regulatory authorities. **If you find your account or password has been**

**or will be leaked for any reason, please contact us immediately so that we can take countermeasures in time to prevent or reduce your loss.**

3. In case of a merger or separation of our company, our successor will continue to perform our obligations for protecting your information, and you will be informed by announcements, SMS, or other written means. If our products or services are ceased, we will stop collecting your information in time and notify you by announcements, SMS, or other means. At that time, we will delete or conceal your information.

## **VII. Your rights**

We take the management of your personal information very seriously and make every effort to protect your access, correction, deletion, withdrawal of consent, and other legal rights with respect to your personal information so that you have the full ability to maintain your privacy and the security of your personal information.

### **1. Accessibility, modification, copy, and deletion of your personal information**

You can access, modify, and copy your personal information at any time. In the following circumstances, you can request us to delete personal information:

- (1) If our handling of personal information violates laws and regulations;
- (2) If our handling of personal information violates our agreement with you;
- (3) If we terminate operations and services, or you withdraw your authorization and consent, and
- (4) Other circumstances stipulated by laws and administrative regulations.

If we decide to respond to your deletion request, we will also try our best to notify third parties who have obtained your personal information from us and require them to delete it in a timely manner, unless otherwise provided by laws and regulations or these third parties have obtained your independent authorization.

For personal information that is difficult to access, modify, copy, or delete directly on the client, or to exercise other legal rights, you can also submit relevant applications to us through the contact information provided in this Policy.

### **2. Withdrawal of consent**

The specific business features we provide will require information based on your authorized consent or enabled device access to be completed. You may withdraw such consent by closing the corresponding business features. When you withdraw your consent, we cannot continue to provide you with the corresponding features and no longer process your corresponding personal information. However, your decision to withdraw your consent will not affect the processing of personal information that we have previously carried out on the basis of your authorization.

### **3. Responding to your request**

For security purposes, we will process your request promptly after verifying your identity. **We may deny requests that are unwarrantedly repetitive, require excessive technical**

means (for example, requiring the development of new systems or fundamental changes to current practices), pose a risk to the legal rights of others, or are highly impractical. We may not be able to respond to your request if one of the following circumstances exists:

- (1) it is related to the fulfillment of our obligations under laws and regulations;
- (2) it is directly related to national security or national defense security;
- (3) it is directly related to public safety, public health, or significant public interests;
- (4) it is directly related to criminal investigations, prosecutions, trials, and enforcement of judgments;
- (5) we have sufficient evidence that you are subjectively malicious or abusive;
- (6) for the purpose of protecting your or other people's life, properties, or other major legitimate rights and interests and it is difficult to get the subject's authorized consent;
- (7) responding to your request will cause serious damage to the legitimate rights and interests of you or others or organizations, and
- (8) involving trade secrets.

#### **VIII. Revisions of this Policy**

We may revise this Privacy Policy from time to time. The revised Privacy Policy will be announced through our product platform or notified to you by other appropriate means prior to the effective date of the revision. In this case, if you continue to use our services, you agree to be bound by our revised privacy policy.

#### **IX. Disputes resolutions**

1. The execution, effectiveness, performance, and dispute resolution of the Privacy Policy shall be governed by the laws of the People's Republic of China.
2. Any dispute in relation to or arising from the Agreement shall be settled through friendly negotiations, or, if no agreement is reached upon negotiations, either party may submit to the court with jurisdictions in YANTAI.

### **Product Software Disclaimer**

There is no charge for our App. GPRS traffic fees incurred by surfing the Internet on a mobile phone are charged by the operator.

1. This App is developed by Iray Technology Co., Ltd. (hereinafter referred to as "the Company"). All copyright and other intellectual property rights of the App, together with all information related to the App, including but not limited to text expressions and combinations thereof, icons, figure ornaments, charts, colors, interface design, layout, relevant data, printed materials, and electronic documents, are under the protection of copyright laws, international copyright treaties, and other copyright laws and regulations. All of our products, technologies and software programs are the intellectual property of our Company and are not licensed hereunder.



2. The App is developed for specified mobile phones, and has been tested and technically verified, with different versions specific for different phone brands and models. Before use, please make sure that you install an appropriate version for your phone. If you install an improper version on your phone, for all consequences caused therefrom, we will not assume any responsibility, nor provide any service support.
3. Do not reverse engineer, decompile or disassemble the App. It shall be deemed illegal for any development or official release of other Apps derived from this App without our authorization. Downloading, installing, or using such App may cause unpredictable risks, and we will not be responsible for all legal liabilities or disputes arising therefrom, nor give any service support for non-official versions of the App.
4. Do not use this App to publish, transmit, disseminate, or store contents violating national laws, endangering national security, national unity, or social stability, containing any improper, insulting, defamatory, obscene, or violent information, or contrary to any national law, regulation, or policy. All legal responsibilities and disputes arising from this have nothing to do with the Company and will be borne by you.
5. The use of the App involves Internet and mobile communication services, which may be affected by instability in various aspects. Force majeure, computer viruses, hacker attacks, system instability, user location, user shutdown, and any other causes related to network, technology, or communication lines may cause service interruption or failure to meet user requirements. Users must understand these facts and bear the above risks on their own. We do not assume any responsibility when users cannot send or receive messages or send or receive wrong messages.
6. We are not responsible for any economic loss incurred by the user due to third parties' reasons, for instance, failure of communication lines, technical problems, or network of the telecommunications sector, mobile phone faults, system instability, or other force majeure.
7. If the normal operation of our services is affected by technical failure or other force majeure, we undertake to cooperate with relevant parties as early as possible for timely troubleshooting, but we assume no responsibility for any economic loss suffered by the user.
8. If any user suffers any psychological or physical injury or economic loss caused by others' misleading or deception during their interactions via the App, the fault party shall bear full responsibilities in accordance with laws, and we do not assume any responsibility.

## **Product Application Disclaimer**

1. The product uses very sensitive infrared detectors, so under no circumstances (APP on or off, product on or off) should be lens be directly aimed at a strong radiation source (such as the sun and laser beams), otherwise the infrared detector will be permanently damaged. The Company will not be responsible for any improper storage or use of the product.
2. The product is not designed as a medical device, nor is it intended to diagnose, treat, cure or prevent any disease. All data and measurements are for personal reference only.
3. Do not use this product in an environment exceeding +50°C. A high temperature environment may damage the infrared detector.