APP 用户隐私政策

- 一、隐私声明
- (一)适用范围:
- 1、在用户使用 SMB Link, 会存储设备传上来的电池数据等。
- (二)信息使用:
- 1、SMB Link 不会向任何人出售或出借用户的个人信息,除非事先得到用户的许可;
- 2、SMB Link 亦不允许任何第三方以任何手段收集、编辑、出售或者无偿传播用户的个人信息。任何用户如从事上述活动,一经发现,SMB Link 有权立即终止与该用户的服务协议,查封其账号;
- 3、为达到服务用户的目的,SMB Link 可能通过使用用户的个人信息,向用户提供服务,包括但不限于向用户发出产品和服务信息,或者与 SMB Link 合作伙伴共享信息以便他们向用户发送有关其产品和服务的信息。
- (三)信息披露:用户的个人信息将在下述情况下部分或全部被披露:
- 1、经用户同意,向第三方披露;
- 2、根据法律的有关规定,或者行政或司法机构的要求,向第三方或者行政、司法机构披露;
- 3、如果用户出现违反有关国家法律或者网站政策的情况,需要向第三方披露;
- 4、为提供用户所要求的产品和服务,而必须和第三方分享用户的个人信息;
- 5、其它 SMB Link 根据法律或者网站政策认为合适的披露;
- 6、用户使用 SMB Link 时提供的银行账户信息,SMB Link 将严格履行相关保密约定。 (四)设备权限使用说明:
- 1、读取与写入外置存储器:对设备 OTA 时对文件进行读取和写入;
- 2、相机权限,连接蓝牙时进行扫码连接蓝牙设备;
- 3、蓝牙开启,搜索,连接权限,连接蓝牙设备用;
- 4、位置信息权限,搜索蓝牙用,不会获取用户详细位置信息;
- 5、附近设备权限,搜索蓝牙用,不会获取用户其他信息;

二、其他

- (一) SMB Link 郑重提醒用户注意本协议中免除 SMB Link 责任和限制用户权利的条款,请用户仔细阅读,自主考虑风险。未成年人应在法定监护人的陪同下阅读本协议。
- (二)本协议的效力、解释及纠纷的解决。若用户和 SMB Link 之间发生任何纠纷或争议,首先应友好协商解决,协商不成的,用户同意将纠纷或争议提交 SMB Link 住所地有管辖权的人民法院管辖。
- (三)本协议的任何条款无论因何种原因无效或不具可执行性,其余条款仍有效,对双方具有约束力。
- (四)本协议最终解释权归深圳市山木新能源科技股份有限公司所有,并且保留一切解释和 修改的权力。
- (五)如欲与我们联系,或有任何疑问或投诉,请发送邮件至 info@mottcell.com。
- (六) 本协议从 2023 年 5 月 1 日起适用。

APP User Privacy Policy

- I. Privacy Statement
- (I) Scope of Application:

When users use SMB Link, battery data transmitted by the device and other related information will be stored.

(II) Information Use:

SMB Link will not sell or lend users' personal information to anyone unless prior consent is obtained from the user.

SMB Link prohibits any third party from collecting, editing, selling, or disseminating users' personal information by any means. If any user engages in such activities, SMB Link reserves the right to immediately terminate the service agreement and suspend their account.

To fulfill service obligations, SMB Link may use users' personal information to provide services, including but not limited to sending product/service notifications or sharing information with partners for the purpose of distributing relevant product/service communications.

(III) Information Disclosure:

Users' personal information may be partially or fully disclosed under the following circumstances:

Disclosure to third parties with the user's explicit consent;

Disclosure required by applicable laws, regulations, or requests from administrative/judicial authorities:

Required disclosure to third parties if the user violates national laws or platform policies; Disclosure necessary to provide requested products or services;

Other disclosures deemed appropriate by SMB Link in compliance with laws or policies; Bank account information provided by users will be handled in strict accordance with confidentiality agreements.

(IV) Device Permissions:

Read/Write External Storage: Used to read and write files during Over-The-Air (OTA) updates; Camera Permission: Required to scan QR codes for pairing Bluetooth devices; Bluetooth Access (Enable/Search/Connect): Used to establish Bluetooth connections; Location Permission: Limited to Bluetooth device discovery; no precise location data will be collected;

Nearby Device Permission: Limited to Bluetooth searches; no additional user information will be accessed.

- II. Others
- (I) SMB Link explicitly reminds users to review clauses exempting SMB Link's liabilities or restricting user rights. Users shall independently assess risks. Minors must read this agreement under the supervision of legal guardians.
- (II) The validity, interpretation, and dispute resolution of this agreement shall be governed by Chinese law. Any disputes shall first be resolved through negotiation; if unresolved, they shall be

submitted to the People's Court of China with jurisdiction over SMB Link's registered address.

- (III) If any clause is deemed invalid or unenforceable, the remaining clauses shall remain binding.
- (IV) Shenzhen Mottcell New Energy Technology Co., Ltd. retains the exclusive right to interpret and amend this Agreement.
- (V) For inquiries or complaints, please contact us via email at info@mottcell.com.
- (VI) This Agreement shall take effect from May 1, 2023.