

Terms of Use

Last Modified: 20th July 2023

1. Introduction

This Terms of Use (hereinafter the "Agreement") is an agreement between you (hereinafter "you" or "user") and Anker Innovations Technology Co., Ltd and its affiliates (collectively, "Anker", "we", "us" and "our") . The Agreement is applicable to all the users or browsers accessing Anker's websites or applications that reference or link to this Agreement.

Before creating an account on Anker's websites or applications or using Anker's Services, you should carefully read and fully understand all the terms and conditions of this Agreement, especially those regarding service fees, applicable laws, dispute resolution, the exemption of Anker from liabilities or restrictions to its liabilities, and your rights and obligations. Those terms and conditions are highlighted in bold for your convenience.

By clicking "Agree" on the relevant web page/applications and/or creating and using an user account (hereinafter "Account"), you are regarded as having read, understood, and agreed to this Agreement and to be bound by its terms. If you do not agree to this Agreement, you have the right to exit and cease using Anker's Services.

2. User account, Accuracy & Security

2.1 Creating an Account

When you access and use certain parts of Anker's websites or applications, including but not limited to anker.com, eufy.com, soundcore.com, seenebula.com, ankerwork.com, ankermake.com, Anker App and devices, Eufy Security App and devices, eufy Baby App and devices, eufy Clean App and devices, EufyLife App and devices, and AnkerMake App and devices (collectively, "Anker's Services"), you may be asked to create a user account and to provide information that personally identifies you.

After successfully creating your account, you can use it to log in to various Anker's websites or applications without needing to create an account again.

2.2 Information Accuracy

For the information you provided, we will only process that information for the purposes of verification of your identity, we will not process that information for unrelated purposes. You represent and warrant that all user information you provide in connection with your Account and your use of Anker's Services is current, complete, and accurate, and you agree that you will update that information as necessary to maintain its completeness and accuracy by updating your personal profile. You agree that you will not submit any fake content (including without limitation any username,

likeness, or profile) to willfully and credibly impersonate another person, whether actual or fictitious. If we believe in our sole discretion that the information you provide is not current, complete, or accurate, we have the right to refuse you access to Anker's Services. For additional information, see our Privacy Policy.

2.3 Account Security

You may be asked to provide a username, password, and possibly other information to secure your Account. You are entirely responsible for maintaining the confidentiality of your password. You may not use the username or password of any other person, nor may you share your username and password, nor may you circumvent any authentication mechanism requiring the entry of usernames, passwords, or any other information to gain unauthorized access to Anker's Services. You agree to notify us immediately of any unauthorized use of your Account. We shall not be liable for any loss that you incur because of someone else using your Account, either with or without your knowledge. You may be held liable for any losses incurred by us, our affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of your Account.

3. Privacy Policy & Cookies

By using Anker's Services, you represent and warrant that you have read and understood and agree to be bound by our Privacy Policy (the "Privacy Policy").

As explained more fully in the Privacy Policy, Anker's websites uses Cookies to collect certain information from you. Before using Anker's websites, please carefully read and fully understand our Cookie Notice.

4. Eligibility

By accessing and/or using Anker's Services, you represent and warrant that you are at least eighteen (18) years of age, and are otherwise legally qualified to enter into and form contracts under applicable law. If you are using Anker's Services on behalf of a business entity, you further represent and warrant that you are authorized to act and enter into contracts on behalf of that business entity.

5. Purchases & Payments

If you purchase a Product through Anker's websites or applications, you will be required to provide your billing and shipping information as well as information regarding your credit or debit card (each, a "Payment Card") so that we may charge you for the costs and fees associated with your purchase. You represent and warrant that you are the authorized account holder on all Payment Cards you submit through Anker's websites or applications, and acknowledge and agree that we have the right to charge your Payment Card for the cost of the Products, and all taxes, shipping, and handling fees communicated to you at the time of your purchase.

Your order is an offer to us to buy the product(s) in your order. When you place an order to purchase a product from us, we will send you an email confirming receipt of your order and containing the details of your order (the "Order Confirmation Email"). The Order Confirmation Email is acknowledgment that we have received your order, and does not confirm acceptance of your offer to buy the product(s) ordered. We only accept your offer, and conclude the contract of sale for a product ordered by you, when we dispatch the product to you and send email confirmation to you that we've dispatched the product to you.

If you are not fully satisfied with the Products purchased by you on Anker's websites or applications, you may return the Product, in its original packaging, to us for a refund within thirty (30) days of the date of your purchase. You can request and arrange for such a refund by contacting us via Anker's websites or applications. After the 30-day refund window has expired, your only recourse regarding the Products is through our warranty.

At our sole discretion, you may be permitted to purchase certain Products through Amazon.com ("Amazon"), or by using the payment processing services of PayPal.com ("PayPal"). You understand and agree that Amazon and Paypal are Third Parties, as that term is defined below, and that if you choose to complete any portion of your purchase through these Third Parties, your purchase may be governed by the terms of service, privacy policies, refund policies, and other policies and agreements of such Third Parties. It is up to you to familiarize yourself with the policies and agreements of these Third Parties.

6. License to Use Service

Subject to your compliance with this Agreement, we grant you a non-exclusive, non-sublicensable, revocable as stated in this Agreement, non-transferable license to access Anker's Services for your personal use.

This license does not include, and you must not:

- Republish material from Anker's Services (including republication on another service), sell, rent or sub-license material from Anker's Services
- Show any material from Anker's Services in public
- Reproduce, duplicate, copy or otherwise exploit material on Anker's Services for a commercial purpose
- Edit or otherwise modify any material on Anker's Services
- Redistribute material from Anker's Services except for content specifically and expressly made available for redistribution

Unless otherwise stated, we and/or our licensors own the intellectual property rights in Anker's Services and material on Anker's Services, and all rights not expressly granted in this Agreement are reserved by us.

7. Assumption of Risk; Release

You knowingly and freely assume all risk when using Anker's Services. You, on behalf of yourself, your personal representatives, and your heirs, voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify Anker and its owners, officers, directors, employees, agents, affiliates, consultants, representatives, sublicensees, successors, assigns, parents, subsidiaries, and related entities, including but not limited to Anker Innovations Limited, Fantasia Trading LLC, Shenzhen Oceanwing Smart Innovations Technology Co., Ltd and Anker Technology (UK) Ltd. (collectively, the "Anker Companies") from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, emotional distress, loss of privacy, or other damages or harm, whether to you or third parties, that may result from your use of Anker's Services.

8. Prohibited Conduct

We impose certain restrictions on your use of Anker's Services. Any violation of this Section 8 may subject you to civil and/or criminal liability.

You shall not use Anker's Services in any way that causes, or may cause, damage to Anker's Services or impairment of the availability or accessibility of Anker's Services, or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You shall not use Anker's Services to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You shall not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to Anker's Services without our express written consent.

You shall not engage in any of the following conduct on Anker's Services, which is expressly prohibited: (a) providing false, misleading, or inaccurate information to us or any other person in connection with Anker's Services; (b) impersonating, or otherwise misrepresenting affiliation, connection, or association with, any person or entity; (c) accessing content or data not intended for you, or logging into a server or account that you are not authorized to access; (d) attempting to probe, scan, or test the vulnerability of Anker's Services, or any associated system or network, or breaching security or authentication measures without proper authorization; (e) interfering or attempt to interfere with the use of Anker's Services by any other user, host, or network, including (without limitation) by submitting malware or exploiting software vulnerabilities; (f) forging, modifying, or falsifying any network packet or protocol header or metadata in any connection with, or transmission to, Anker's Services (for example, SMTP email headers, HTTP headers, or Internet Protocol packet headers); (g) creating additional Accounts to promote your (or another's) business, or causing others to do so; or (h) paying anyone for interactions on Anker's Services.

You shall not use Anker's Services to transmit or send unsolicited commercial

communications.

You shall not use Anker's Services for any purposes related to marketing without our express written consent.

9. User Content

In the Agreement, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to Anker's Services, for whatever purpose.

You grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to us the right to sub-license these rights, and the right to bring an action for infringement of these rights, provided, however, that we shall not bring an action for infringement of any Product reviews posted by you without your express further permission.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).

You must not submit any user content to Anker's Services that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaints.

We reserve the right to edit or remove any material submitted to Anker's Services, or stored on our servers, or hosted or published upon Anker's Services.

Notwithstanding our rights under these Terms of Use in relation to user content, we do not undertake to monitor the submission of such content to, or the publication of such content on, Anker's Services.

10. No Warranties; Limitation of Liability

10.1 No Warranties

We, on behalf of ourselves and our licensors and suppliers, expressly disclaims any and all warranties, express or implied, regarding Anker's Services, arising by operation of law or otherwise, including without limitation any and all implied warranties of merchantability, fitness for a particular purpose, non-infringement, no encumbrance, or title, in addition to any warranties arising from a course of dealing, usage, or trade practice. Neither we nor our licensors or suppliers warrant that Anker's Services will meet your requirements, or that the operation of Anker's Services will be uninterrupted or error-free. We disclaim all implied liability for damages arising out of the furnishing of Anker's Services pursuant to this Agreement, including without limitation, mistakes, omissions, interruptions, delays, tortious conduct, errors, representations, or other defects arising out of the failure to furnish Anker's Services, whether caused by acts of

commission or omission, or any other damage occurring. We shall not be liable for any indirect, incidental, special, consequential, or punitive damages (including without limitation damages for lost profits or lost revenues), whether caused by the acts or omissions of us, Anker Companies, or our users, or their agents or representatives.

10.2 Your Responsibility for Loss or Damage; Backup of Data.

You agree that your use of Anker's Services is at your sole risk. You will not hold us or our licensors and suppliers, as applicable, responsible for any loss or damage that results from your access to and/or use of Anker's Services, including without limitation any loss or damage to any of your computers, mobile devices, including without limitations tablets and/or smartphones, or data. Anker's Services may contain bugs, errors, problems, or other limitations.

10.3 Limitation of Liability

In no event shall we or our licensors or suppliers be liable to you for any claims arising from your use with Anker's Services, including without limitation for special, incidental, or consequential damages, lost profits, lost data or confidential or other information, loss of privacy, costs of procurement of substitute goods or services, failure to meet any duty including without limitation of good faith or of reasonable care, negligence, or otherwise, regardless of the foreseeability of those damages or of any advice or notice given to us or our licensors and suppliers arising out of or in connection with your use of Anker's Services. This limitation shall apply regardless of whether the damages arise out of breach of contract, tort, or any other legal theory or form of action. You agree that this limitation of liability represents a reasonable allocation of risk and is a fundamental element of the basis of the bargain between you and us. Anker's Services would not be provided without such limitations.

10.4 Application of Disclaimers

The above disclaimers, waivers, and limitations do not in any way limit any other disclaimer of warranties or any other limitation of liability in any other agreement between you and us or between you and any of our licensors and suppliers. Some jurisdictions may not allow the exclusion of certain implied warranties or the limitation of certain damages, so some of the above disclaimers, waivers, and limitations of liability may not apply to you. Our licensors and suppliers are intended third-party beneficiaries of these disclaimers, waivers, and limitations. No advice or information, whether oral or written, obtained by you through Anker's Services or otherwise shall alter any of the disclaimers or limitations stated in this section.

10.5 No Advice

Nothing on Anker's Services constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

11. Consent to Receive Electronic Communications from Us

By creating an account and providing your email address to us, you expressly consent to receive electronic and other communications from us, over the short term and periodically, including email communications. These communications will be about your purchases, your customer service inquiries, etc.

In addition, we may send or display information to you regarding Anker's Services, upcoming promotions and other information that may be of interest to you, by using your email address that you have provided to us, or any other appropriate means, subject always to obtaining your prior opt-in consent to the extent required under applicable law.

You may unsubscribe from our promotional email list at any time by simply clicking on the unsubscribe link included in every promotional electronic communication we send or by unsubscribing online at <https://mulpass.anker.com/unsubscribe/?app=ankeruk>. After you unsubscribe, we will not send you further promotional emails, but in some circumstances we will continue to contact you to the extent necessary for the purposes of any Sites, Applications, products, or services you have requested.

You may unsubscribe from our promotional text list at any time by replying T via text message. After you unsubscribe, we will not send you further text message, but in some circumstances we will continue to contact you to the extent necessary for the purposes of any Sites, Applications, products, or services you have requested.

12. Intellectual Property

You represent and warrant that, when using Anker's Services, you will obey all applicable laws and respect the intellectual property rights of others. Your use of Anker's Services is at all times governed by and subject to copyright and other intellectual property laws. You agree not to upload, post, transmit, display, perform, or distribute any content, information, or other materials in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights.

12.1 Trademarks

Anker, Soundcore, Eufy, Nebula, AnkerWork, AnkerMake and the related logos (collectively, the "Marks") are trademarks or registered trademarks of Anker Companies, and used by us with permission. Other trademarks, Service marks, graphics, logos, and domain names appearing anywhere on, through, or in connection with Anker's Services may be the trademarks of third parties. Neither your use of Anker's Services nor this Agreement grant you any right, title, or interest in, or any license to reproduce or otherwise use, the Marks or any third-party trademarks, Service marks, graphics, logos, or domain names. You agree that any goodwill in the Marks generated as a result of your use of Anker's Services will inure to the benefit of Anker Companies, and you agree to assign, and do assign, all such goodwill to Anker Companies. You shall not at any time, nor shall you assist others to, challenge Anker

Companies' right, title, or interest in, or the validity of, the Marks.

12.2 Copyrights

12.2.1 All content and other materials available through Anker's Services, including without limitation logos, design, text, graphics, and other files, and their selection, arrangement, and organization, are either owned by Anker Companies or are the property of our licensors and suppliers. Except as explicitly provided, neither your use of Anker's Services nor this Agreement grant you any right, title, or interest in any such materials.

12.2.2 Reporting Claims of copyright infringement

If you believe that one of our users is, through the use of our App or Services, unlawfully infringing on your copyright by submitting unauthorized material, and wish to have the allegedly infringing or unauthorized material removed, you may request removal of those materials by:

(a) submitting written notification to our designated Agent (designated below) at the address listed below; or

(b) submitting the written notification to designated Agent via E-mail. When you send the E-mail, it should include all of the required information described below.

In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

your physical or electronic signature;

identification of the copyrighted work(s) that you claim to have been infringed, or if the claim involves multiple works on the App or Services, a representative list of such works;

identification of the material on our App or Services that you claim is infringing on your copyright and that you request us to remove;

sufficient information to permit us to locate such material (e.g., URL to Thing or Thing ID number);

adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, e-mail address);

a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright or other rights owner, its agent, or the law;

a statement that the information in the notification is accurate; and

a statement, under penalty of perjury, that you are either the owner of the copyright or other right that has allegedly been infringed or violated or that you are authorized to act on behalf of the copyright or other rights owner.

Our designated copyright agent to receive DMCA Notices is:

Legal Department

Anker Innovations Limited

Room 1318-19, Hollywood Commercial Center 610 Nathan Road, Mongkok Kowloon

Hong Kong, 999077 China

Email: legal@anker.com

Please note that your Counter Notice, including your contact information, may be shared with the party that filed the DMCA Notice against you.

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten (10) business days of receiving the copy of your Counter Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the App or Services was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

12.2.3 Uploading Contents

Users may upload and post content to Anker's Services, such as Ankermake. This content may be in the form of uploading 3D printable files and posting other content (such as links, profile information and comments). You represent and warrant that any material uploaded or posted is your original creation, or you have the necessary rights, licences and permissions to submit such content and can lawfully grant us the rights required in such content. You further represent and warrant that you shall not upload content that breaches third party rights, or is otherwise illegal for you to possess where you are located or would be unlawful if displayed or offered for download on the website. We reserve the right to refuse or cancel user registrations or otherwise restrict access to the website in its absolute discretion.

Users may upload and post links to Anker's Services. Linked websites are not under our control and we are not responsible for the contents of any linked site or any link contained in a linked site. We provide links to you only as a convenience, and the inclusion of any link does not imply or constitute an endorsement by us of the site.

It is further understood and agreed that we cannot and does not guarantee or warrant that files made available for downloading through the Anker's Services will be free of infection or viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties. It is your responsibility for implementing sufficient safeguards and procedures to ensure that any files obtained through Anker's Services are free from such contaminations.

13. Reasonableness

By using Anker's Services, you agree that the exclusions and limitations of liability set out in the Agreement are reasonable.

If you do not think they are reasonable, you must not use Anker's Services.

14. Other Parties

Anker's Services may be linked with services of third parties ("Third Party Services"), some of whom may have established relationships with us and some of whom may not. We do not have control over the content and performance of Third Party Services. We have not reviewed, and cannot review or control, all of the material, including computer software or other goods or services, made available on Third Party Services. Accordingly, we do not represent, warrant, or endorse any Third Party Services, or the accuracy, currency, content, fitness, lawfulness, or quality of the information, material, goods, or services available through Third Party Services. We disclaim, and you agree to assume, all responsibility and liability for any damages or other harm, whether to you or to third parties, resulting from your use of Third Party Services.

You accept that, as a limited liability entity, we have an interest in limiting the personal liability of our officers and employees. You agree that you will not bring any claim personally against our officers or employees, or any Anker Companies, in respect of any losses you suffer in connection with Anker's Services.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in the Agreement will protect our officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as us and Anker Companies.

15. Indemnity

Without limiting any indemnification provision of this Agreement, you (the "Indemnitor") agree to defend, indemnify, and hold harmless us and Anker Companies (collectively, the "Indemnitees") from and against any and all claims, actions, demands, causes of action, and other proceedings (individually, "Claim", and collectively, "Claims"), including but not limited to legal costs and fees, and providing sole and exclusive control of the defense of any action to us, including the choice of legal counsel and all related settlement negotiations, arising out of or relating to: (i) the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; (ii) your breach of this Agreement, including without limitation any representation or warranty contained in this Agreement; (iii) your access to or use of Anker's Services or Products; (iv) your provision to us or any of the Indemnitees of information or other data; (v) your violation or alleged violation of any foreign or domestic, international, federal, state, or local law or regulation; (vi) your violations of Section 8 regarding prohibited uses of Anker's Services and other prohibited conduct; or (vii) your violation or alleged violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights.

The Indemnitees each have the individual right, but not the obligation, to participate through counsel of their choice in any defense by you of any Claim as to which you are required to defend, indemnify, or hold harmless any, each, and/or all Indemnitees. You may not settle any Claim without the prior written consent of the concerned Anker Companies.

16. Termination

16.1 Termination

Without limiting any other provision of this Agreement, we reserve the right to, in our sole discretion and without notice or liability, deny the use of Anker's Services to any person for any reason or no reason at all, including without limitation for any breach or suspected breach of any representation, warranty, or covenant contained in this Agreement, or of any applicable law or regulation. This Agreement shall automatically terminate if you breach any of this Agreement's representations, warranties, or covenants. Such termination shall be automatic and shall not require any action by us.

16.2 Effect of Termination

Any termination of this Agreement automatically terminates all rights and licenses granted to you under this Agreement, including all rights to use Anker's Services. Upon termination, we may, but has no obligation to, in our sole discretion, rescind any Services and/or delete from our systems all your Personal Information and any other files or information that you made available to us or that otherwise relate to your use of Anker's Services. Upon termination, you shall cease any use of Anker's Services.

After termination, we reserve the right to exercise whatever means it deems necessary to prevent your unauthorized use of Anker's Services, including without limitation technological barriers such as IP blocking and direct contact with your Internet Service Provider.

16.3 Survival

Upon termination, all rights and obligations created by this Agreement will terminate, except that the following Sections will survive any termination of this Agreement: Sections 1-4 and 7-19.

17. Dispute Resolution

17.1 This Agreement is governed by the laws of the People's Republic of China.

17.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the rules of the Shenzhen International Arbitration Court. The arbitral tribunal shall consist of three arbitrators appointed in accordance with the said rules. The language

of the arbitration shall be Chinese. The place of arbitration shall be Shenzhen, China.

18. Notices

All notices required or permitted to be given under this Agreement must be in writing. We shall give any notice by email sent to the most recent email address, if any, provided by the intended recipient to us. You agree that any notice received from us electronically satisfies any legal requirement that such notice is in writing. You bear the sole responsibility of ensuring that your email address on file with us is accurate and current, and notice to you shall be deemed effective upon the sending by us of an email to that address. You shall give any notice to us by submitting said notice to us at support@anker.com.

19. Miscellaneous

19.1 Assignment

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under the Agreement without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under the Agreement.

19.2 Severability

If a provision of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

19.3 No Waiver

A waiver by either party of any term or condition of this Agreement, or any breach, in any one instance, will not waive that term or condition or any later breach.

19.4. Independent Contractors

You and we are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement.

19.5 No Third-Party Beneficiaries

There are no third-party beneficiaries to this Agreement, with the following exceptions: the Company Parties, Indemnitees, and our licensors and suppliers (to the extent expressly stated in this Agreement).

19.6 Entire Agreement

This Terms of Use, together with our privacy policies, constitute the entire agreement between you and us in relation to your use of Anker's Services, and supersede all previous agreements in respect of your use of Anker's Services.

19.7 Changes to the Agreement

If we decide to change the Agreement, we will update the modification date at the beginning of the Agreement. If the change is material, we will provide you with notice pursuant to Section 18.

19.8 Contact Us

If you have any questions about our Terms of Use, please contact us at support@anker.com.