

## GiantKONE User Service Agreement

The *User Service Agreement* (hereinafter referred to as the “Agreement”) and its terms refer to the agreement entered into between the user and GiantKONE Elevator Co., Ltd. and KONE Corporation (hereinafter referred to as “We” and the “Company”) describing the rights and obligations between the user and the company regarding the download, installation, browsing, and use of the company application/website/platform.

Before registration, users should **read this Agreement carefully and fully understand the content of each clause. If there is any objection, users can choose not to enter this application/website/platform. Once the user confirms this Agreement, this Agreement shall become legally binding between the user and the company.** Please read carefully and choose to accept or not accept the Agreement (minors should be accompanied by a legal guardian).

This app/website/platform respects and protects the personal privacy of all service users. To provide users with more accurate and personalized services, this app/website/platform will use and disclose users' personal information according to the provisions of this Agreement. However, this app/website/platform will treat this information with a high degree of diligence and prudence. Except as otherwise provided in this Agreement, this app/website/platform will not disclose or provide this information to third parties without the user's prior permission. This app/website/platform will update this Agreement from time to time. This Agreement includes the following contents:

1. Acceptance of Registration Terms
2. Scope of Application
3. User Registration Conditions
4. User Account, Password, and Security
5. Handling of User Misconduct
6. Reservation Clause
7. User Rights
8. Service Description
9. Intellectual Property Rights
10. Personal Information Processing Rules
11. Applicable Law, Jurisdiction, and Others

## **1. ACCEPTANCE OF REGISTRATION TERMS**

Once the user clicks or selects “read and agree to accept the related content of the User Agreement and Personal Information Processing Rules on the login page and use or accept any of the services provided by the company through registration or any other means, it means that the user has read and agreed to this Agreement, voluntarily accepts all the registration clauses hereunder, and is bound by the *GiantKONE Personal Information Processing Rules*. Before deciding to register or use the service, the user should reconfirm that he/she has known and fully understood the entire content of this Agreement and *GiantKONE Personal Information Processing Rules*.

## **2. SCOPE OF APPLICATION**

When users use this application/website/platform network service, we will process the user’s personal information pursuant to the *GiantKONE Personal Information Processing Rules*. The details are shown in the following document.

## **3. USER REGISTRATION CONDITIONS**

- 3.1. The user who applies for registration as a user of this app/website/platform shall have the capacity for civil conduct required by the laws of the People's Republic of China on the date of registration. If the user does not have the aforementioned capacity for civil conduct, the user needs to complete the registration accompanied by the user’s guardian, and the user and the user’s guardian shall bear all consequences arising therefrom according to the law;
- 3.2. To better experience the app/website/platform services provided by the company, users should comply with the requirements of the company registration mechanism and provide their true, accurate, up-to-date, and complete information to the company. If there is any change in the relevant information, users should update it in time. If a user registers as an enterprise account, it shall ensure that its official conduct, including but not limited to modification of company information, remains valid during the use of this platform and that its enterprise account is unique to the corresponding company. If the registration information provided by the user is illegal, untrue, inaccurate, or not updated in a timely manner, resulting in related legal liabilities or adverse consequences, the user will bear the corresponding legal liabilities and adverse consequences;
- 3.3. The user promises that no information uploaded or published in the registered account name, nickname, personal information, company profile, remarks, and logos shall have illegal or harmful content that violates the relevant national laws and regulations, including but not limited to that:
  - (1) Opposing the basic principles established in the Constitution;
  - (2) Endangering national security, disclosing state secrets, subverting state power, and undermining national unity;
  - (3) Damaging national honor and interests; inciting ethnic hatred, ethnic discrimination, or

undermining ethnic unity;

- (4) Undermining the state's religious policies and promoting cults and feudal superstition;
  - (5) Disseminating rumors, disturbing social order, and undermining social stability;
  - (6) Spreading obscenity, pornography, gambling, violence, murder, terror, or instigating crime;
  - (7) Insulting or slandering others, infringing on the legal rights of others;
  - (8) Containing false, harmful, intimidating, violating the privacy of others, harassment, infringement, slander, vulgar, obscene, or other contents that are unethical and offensive;
  - (9) Containing other contents restricted or prohibited by Chinese laws, regulations, rules, ordinances, and any legally effective norms.
- 3.4. Those who use the same identity authentication information, the same mobile phone number, or identified by the company through investigation that the actual controller of multiple accounts of this app/website/platform is the same person, shall be regarded as the same user.

#### **4. USER ACCOUNT, PASSWORD, AND SECURITY**

- 4.1. The user is obligated to ensure the security of the password and account. The user shall be fully responsible for all activities conducted by using the password and account, including any information, materials, texts, software, music, audios, photos, graphics, videos, messages, or other data uploaded, posted, e-mailed, or transmitted by any other means via this app/website/platform, in public or private;
- 4.2. If the user's password or account is used without authorization or any other security problem occurs, the user should notify the company immediately. If the account or password is leaked due to improper use of the user or other reasons not caused by the company, which further leads to leakage, destruction, tampering, or loss of data or information, the adverse consequences shall be borne by the user;
- 4.3. The user shall not actively inform the third party of the account or provide it to a third party for use. For any leakage of the user's privacy, personal information, or loss of the company thus incurred, the user shall bear the corresponding responsibility.

#### **5. HANDLING OF USER MISCONDUCT**

- 5.1. For illegal activities conducted by using this application/website/platform, we will deal with it seriously, including blacklisting, deleting user accounts, and imposing other penalties. For those that cause us economic or reputation loss, we will investigate their legal responsibility;
- 5.2. We shall have the right to review the content posted by users. If users violate the rules of use and laws and regulations described in this article, we shall have the right to require users to take immediate corrections, amendment, restoration to the original state, elimination of the influence, etc., depending on the severity of the conduct. In addition, we shall have the right to take legally effective and necessary measures on our own (including but not limited to changing or deleting

relevant infringing information, suspending or terminating the users' use of this network service, etc.), and reserve the right to pursue their legal liabilities further.

## **6. RESERVATION CLAUSE**

- 6.1. We will make every effort to provide users with safe, timely, accurate, and high-quality services. However, we do not guarantee that the requirements and expectations of users will be met, or that the service will not be interrupted, or the timeliness, security, and accuracy of the service. Unless otherwise agreed, we shall not be liable for users who are unable to use our services or use the website services that fail to meet their psychological expectations;
- 6.2. The company has taken all relevant measures and made reasonable efforts to review the information and materials uploaded by users but does not guarantee the correctness, legality, or reliability of the content. The relevant responsibilities shall be borne by the user who uploaded the above content;
- 6.3. For user complaints, the company will make reasonable efforts to verify and handle them, but it does not guarantee that the requirements of the complainant will be met. If the content of the complaint violates the legal rights of user privacy, reputation, etc., all legal responsibilities shall be borne by the complainant, and we shall not bear any legal responsibilities.

## **7. USER RIGHTS**

Users shall have the following rights to their personal data:

- (1) Make inquiries and copies at any time, except for those that cannot be inquired and provided for reading and copying due to a few special circumstances (such as being blacklisted);
- (2) Request for supplements or corrections at any time, except those that cannot be supplemented or corrected due to a few special circumstances (such as the evidence being preserved by the website or relevant agencies for judicial procedures);
- (3) Request to cancel the account at any time. After the user's account is successfully canceled, we will delete or anonymize the user's personal information as soon as possible pursuant to the requirements of laws and regulations. If personal information cannot be timely deleted due to technical reasons, we will stop processing other than storing and taking necessary security protection measures.

## **8. SERVICE DESCRIPTION**

You agree that we can send you advertising letters, or send notifications by e-mails, text messages or phone to users for activities and other purposes. Except for system notifications or important information, users can choose not to receive the above information through the methods provided by us.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1. This application/website/platform is developed by our company. All our intellectual property rights and all information related to this application/website/platform, including but not limited to

word expressions and their combinations, icons, graphics, images, charts, colors, interface design, layout frameworks, related data, additional programs, printed materials or electronic documents, etc., belong to the company and are protected by copyright laws, international copyright treaties, and other intellectual property laws and regulations;

- 9.2. Without our written consent, users shall not implement, utilize, transfer or permit any third parties to implement, utilize, or transfer the aforesaid intellectual property for any profit or non-profit purpose. We reserve the right to investigate the legal responsibility of the relevant responsible person with the aforesaid unauthorized behaviour.

## **10. PERSONAL INFORMATION PROCESSING RULES**

We highly value the protection of users' personal information and have launched the *GiantKONE Personal Information Processing Rules* pursuant to the latest regulatory requirements.

## **11. APPLICABLE LAW, JURISDICTION, AND OTHERS**

- 11.1. We solemnly remind users to pay attention to the reservation clauses that may exist in this Agreement, read them carefully, and consider the risks independently.
- 11.2. The conclusion, entry into force, interpretation, revision, supplementation, termination, execution, and dispute resolution of this Agreement shall be governed by the laws of the People's Republic of China. If there are no relevant provisions in the law, commercial or industry practices shall be observed.
- 11.3. Any dispute or controversy arising from or relating to this Agreement or the use of this app/website/platform shall be settled through friendly negotiation if possible. If negotiation fails, either party shall have the right to submit the dispute to Shanghai Changning District People's Court with jurisdiction for resolution.
- 11.4. If any provision of this Agreement is deemed to be annulled, invalid, or unenforceable, it shall be deemed severable and shall not in any way affect the validity and enforceability of the remaining provisions of this Agreement.

**GiantKONE Elevator Co., Ltd.**

KONE Corporation

September 2021