

AiCAM Value-added Service Agreement for Elderly Care

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[Note]

Welcome to AiCAM Value-added Service for Elderly Care!

AiCAM Value-added Service for Elderly Care (this "Service") refers to a remote software technology service for elderly care provided by Hangzhou JF Software Co., Ltd. (the "Company") based on self-developed technology to some devices and users available to the Company's platform.

The Company hereby outlines the details and guidelines of the *AiCAM Value-added Service Agreement for Elderly Care* (this "Agreement") for your understanding and use of this Service. **Please read this Agreement carefully and completely before subscribing or using this Service, especially the terms highlighted in bold and underlined and containing important information about usage qualifications, limitations, and disclaimers. Should you disagree with any terms or fail to comprehend them fully, please refrain from proceeding. By subscribing or using this Service, you are deemed to have read and agreed to all terms hereof, thereby consenting to be bound by its provisions. This Agreement supplements the *Purchase Notes* and/or other regulations on the use of value-added services. Any issues uncovered herein shall be governed by the aforementioned agreements or rules.**

The Company needs to collect and use some of your personal data to offer you this Service. We will explain the details in the "Privacy Notice" herein. You are not legally bound to agree to the "Privacy Notice" hereunder, yet refusing to provide certain data may compromise your experience. Please review it thoroughly and make a well-informed choice.

[Rules for Use]

I. Service Content

1. Users hereunder may customize the Service settings to align with their specific requirements. Should the monitored individual experience a fall within the camera's field of view, remain inactive within the predefined time frame within the surveillance area, or exhibit prolonged sitting or lying down behavior, the service device will automatically initiate a notice to notify the user of these potential irregularities promptly.
2. The upload for reminders related to elderly care hereunder typically follows predetermined rules and is completed by the system automatically. The types of information supported may be restricted and subject to those displayed on this Service page.
3. This Service complements your care by keeping an eye on the daily routines of the elderly, including eating, drinking, entertainment, and activities. There may be a slight margin of error in the accuracy of the data and the reach of notifications. This Service is not a substitute for your attention and care. Please express your concern for the elderly through other means with this Service as an assistance.
4. This device is recommended to be installed at a height of around 2 meters, angled downwards by about 25 degrees, and positioned approximately 3 meters away. This setup will provide the best accuracy, particularly for elderly individuals living alone. In shared living arrangements, there may be slight inaccuracies in behavior tracking due to the involvement of other residents.
5. This Service is exclusively compatible with the client software of the Company (the "Client" or the "APP").

II. Terms of Use

1. This Service is only applicable to validly registered client users.

If enabling this Service on your account, you shall be solely held responsible. You shall correctly use and carefully protect your account in accordance with applicable laws and regulations, as well as this Agreement. **Should you replace, suspend, or terminate the use of your existing account, this Service will not be adjusted, changed, or refunded accordingly, even if there is no change in your device.**

2. The availability and functionality of this Service are contingent upon your network, client and device settings, placement, and the actions of any individuals cared for. For example, this Service is intended for use only on devices added to the account you subscribed with (that is, the current account). **The specific requirements are subject to those displayed on this Service page. You shall ensure to have met all terms and requirements before using this Service. Otherwise, the Company may refuse or terminate this Service at any time. In addition, where the Company is unable to provide this Service due to your failure to meet the terms of use, the Company will not bear any responsibility beyond what is legally mandated, and you shall be solely responsible for any resulting losses. If you replace, suspend, change, or terminate the use of the aforementioned settings and/or related device, or if you experience loss, leakage, or theft, you shall take necessary measures promptly and inform the Company to reduce possible losses. You understand and agree that, except for effective judicial decisions, the Company will not assume any responsibility for such matters, and you shall bear the relevant losses incurred.**

3. **This Service is designated as a fee-based offering.** This Service entails certain technical operational expenses for the Company, and we reserve the right to collect a service fee. In the payment process, you may choose the payment services provided by a third-party institution in partnership with the Company. We periodically offer free trials or service giveaways within specific ranges, which are subject to the specific terms displayed on this Service page. If the trial period ends or your needs are beyond the giveaways, you may order this Service as needed.

4. **You may select automatic renewal and re-billing.** The Company offers a reminder for payment confirmation. Should you proceed with the payment, it will be understood as your consent to **automatic renewal and re-billing.** This means you agree that the third-party payment institution may deduct the service fee for the next billing cycle from the account you have added without verifying your account password, payment password, or SMS verification code. **(The billing cycle varies depending on the type of service and the specific rules are subject to those displayed on this Service page.)** Note: (1) **Within three days before the expiration of the current billing cycle for automatic renewal and re-billing, the Company will remind you in a conspicuous manner, including but not limited to pushing notifications or notifying on the client page;** (2) **Limited by the third-party payment institution's deduction rules, if you cancel the automatic re-billing within 24 hours before the expiration of the current billing cycle, the third-party payment institution may deduct the service fee for the next billing cycle before terminating the deduction service. If the deduction is successful, your service period will terminate from the day after the expiration of the next billing cycle.** (3) **If changing, suspending, or terminating the use of your account, you shall timely cancel the automatic renewal and re-billing through your original account or the third-party payment institution to avoid any losses.**

5. Where the Company changes the pricing standards and payment methods in response to market fluctuations, technological upgrades, and changes in operational costs, we will release or notify **the implementation time of the adjusted and new scheme** via site announcements, site

messages, Emails, or other written notifications. Unless otherwise specified, such adjustment will not impact any currently paid subscription plan. This means that you will retain the pre-change pricing for the duration of your paid billing cycle. In the case of any objection to the new scheme, you may cancel the automatic re-billing service before the end of your current paid cycle. Upon cancellation, your service term will terminate as of the conclusion of the current billing cycle. If failing to cancel it timely, you will be deemed to have agreed to the new scheme. The third-party payment institution will deduct the service fee for the subsequent billing cycles at the adjusted price.

6. You acknowledge and agree that due to the virtual nature of this Service, unless otherwise stipulated in writing, Once the purchase of this service is successfully completed, it is not supported to change the bound device or request a refund. This is stipulated in the service agreement on the app, even if suspending the use of this Service, changing the account added to the device, switching the device under the account, making an erroneous purchase of this Service after a significant and effective reminder, or dissatisfied with the service effect, you will not be able to apply for a refund or extend the corresponding service period.

7. Any devices related to this Service (such as IoT devices, mobile phones, computers, modems, and other equipment necessary for internet access) and the associated costs (such as phone charges, internet fees, and data usage) are solely your responsibility.

8. When subscribing to this Service, you agree to authorize the relevant analysis of the content, including but not limited to images and videos, captured by your device for the value-added service for elderly care.

III. Statement and Commitment

1. You acknowledge and understand that **this Service is for legal and proper use only. You shall not use this Service for any illegal, infringing, or profitable activities and you shall bear full responsibility for subscribing and using this Service independently and completely.**

2. You agree to and shall comply with the "Seven Limits" including laws and regulations, the socialist system, national interests, citizens' legitimate interests, public order, social moral conventions, and the authenticity of information. You shall not use your account, software, or this Service to create, copy, publish, or distribute any content that violates laws and regulations, or infringes upon the legal rights and interests of other users or third parties, including but not limited to posting, sending, disseminating, or storing content prohibited by national laws and regulations, that violates the legal rights of others, such as reputation right, portrait right, intellectual property, and trade secrets, and that involves the privacy, personal information, or data of others; publishing, sending, or disseminating harassing, advertising, overly promotional, or spam messages, or messages containing any sexual or suggestive content, as well as any other content that violates laws and regulations, policies, public order and morals, social ethics, or interrupts our normal operations and infringes upon the legitimate interests of other users or third parties.

3. You understand and agree that the service provider hereunder only provides neutral software technical services and cannot control the content of the information imported through this Service, nor can it control the users' behaviors. To ensure compliance with the applicable laws and regulations, the service provider reserves the right to review the content you publish, distribute, or store under this Service within a reasonable scope. This review does not constitute a commitment or warranty of the legality of user-generated content or actions, nor create any special legal relationship between users and the service provider regarding liability or conduct.

4. You shall be aware and understand that if the Company or our service partners discover or receive complaints or reports that your data or your use of this Service violates laws and regulations or this Agreement, we have the right to independently determine your actions and the applicable agreements, and to handle them accordingly, including immediately deleting such content, suspending or terminating our provision of the Service for you in whole or in part, and requiring you to compensate for related losses. If your actions lead to any third-party claims, you shall be held fully responsible. You shall also be aware and understand that, in addition to the information provided by complainants or reporters, our system logs may also constitute evidence of your violation of laws or this Agreement. Furthermore, the Company shall make every legitimate and reasonable effort to determine the legality of your data and behaviors under effective laws and regulations, provided however that we do not guarantee our determinations completely comply with those by the relevant bodies. The Company's actions also cannot reduce or exempt the responsibilities or penalties determined by the authorized bodies, and you shall bear the penalties (if any) fully and independently.

5. You understand and agree that your use of this Service or acquisition of any information or content through the Company's Service is based on your independent determination. Any of our advice or guidance regarding service subscription or use will not replace your independent determination at any time and shall not be understood as the Company's commitment or guarantee. All risks arising from the aforementioned actions, including but not limited to risks arising from reliance on the accuracy, completeness, or usefulness of the content, shall be assumed by yourself. Except for effective judicial decisions, the Company shall not bear any responsibility for these matters.

6. You agree that in the event of an interruption or termination of the Company's or the corresponding Client's operation due to force majeure, the Company shall not be held responsible.

The term "force majeure" referred to herein includes natural disasters, changes in laws, regulations, or government directives, reasons unique to network services, such as failures of domestic and international telecommunications operators, technical defects related to computers or the internet, limitations on internet coverage, computer viruses, hacker attacks, and other objective situations that are beyond the reasonable anticipation, avoidance, and control within the scope of legality.

IV. Miscellaneous

1. **This Service is provided based on the current technology and conditions available.** You shall be aware and understand that this Service may be influenced by various factors, including but not limited to user reasons, issues with service partners, and network conditions. Therefore, we cannot guarantee this Service's stability or quality entirely. Our liability for compensation, unless overruled by a judicial ruling, is capped at the amount you paid for this Service. The Company commits to using its commercially reasonable efforts to ensure service stability and quality by selecting service partners meticulously and implementing backup systems for operational continuity. You may refer to this Agreement or the pages related to this Service to understand the aforementioned mechanisms. Should you encounter any issues while using this Service, you are welcome to contact our customer support at any time for explanations and assistance.

2. Considering the unique nature of internet services and to ensure the security of service operations, you understand and agree that the Company may, at its sole discretion, upgrade or adjust this Service. Such updates or adjustments may result in changes in the performance of

specific features of this Service, render former service systems incompatible for continued use, or require you to perform separate operations on related browser plug-ins, mobile client software, and terminal device software. The relevant upgrades or adjustments are released in new service versions, system updates, and other forms. Please respond to the tips in a timely manner to prevent any unnecessary inconvenience or loss resulting from the inability to use this Service or from Service instability.

3. You understand and agree that the Company may regularly or irregularly maintain or repair the platform or related device that provides this Service, and such activities may result in the interruption of this Service within a reasonable period. In the event of such interruptions, we will make every effort to announce them in advance on the Company's website, through the corresponding client software, or on relevant pages of this Service, or to notify you via an Email, SMS, or other means; **provided however that, except in cases where your loss arises from the Company's intentional misconduct or negligence, we shall not assume any responsibility for these interruptions nor extend this Service period.**

4. Given the nature of network services, you agree that the Company may terminate this Service in part or in whole at any time. The Company will notify you via an Email, SMS, and other means upon the termination of this Service in part or in whole, provided however that, except in cases where your loss is caused by the Company's intentional misconduct or negligence, we shall not assume any responsibility for such termination.

5. Considering the need for continuous optimization, upgrading, and other requirements of software services, you understand and agree that we will adjust this Agreement from time to time as needed for business operations and announce or notify you through site announcements, site messages, Emails, or other written means. The relevant adjustments shall come into effect from the date specified in the announcement or notice (In the case of no special indication, they shall come into effect within seven days upon the announcement or notice). If you do not accept any adjustments or updates hereto, you shall promptly cease using this Service and notify us in writing. Otherwise, you shall be deemed to have accepted the modified terms. In the event that you do not receive any rules, notifications, reminders, or other information due to incorrect Email addresses, mobile numbers, or mailing addresses provided by you, you agree to be bound by the information as if it had been received. All consequences and responsibilities arising therefrom shall be borne by yourself. If you have any questions regarding this Agreement or any updates, you are welcome to reach out to our customer support for assistance at any time. We will make every effort to explain for you. **At that time, you shall not claim the invalidity of this Agreement or request its revocation on the grounds of not having read or confirmed the content hereof, or not having received the response to your inquiries.**

6. The invalidity of any term hereof shall not prejudice the enforceability of the remaining terms.

7. This Agreement is governed by the laws of the People's Republic of China and excludes the application conflicting with any legal provisions. This Agreement is signed in Fuyang District, Hangzhou, Zhejiang Province, China. In the event of any dispute, you and the Company hereby agree to submit the dispute to the people's court with jurisdiction in the location of the service provider for litigation and resolution.

[Privacy Notice]

1. To deliver the elderly care service as agreed, we shall uphold the principles of legality, fairness, and necessity in collecting and processing your personal data, as outlined for the specific

purposes and methods below:

1) We will perform intelligent analysis for elderly care based on your device information, device configurations, video footage and images captured by the device, as well as other parameters.

2) As you engage with the [Reminder Feature], we will collect your and/or the cared person's names, addresses, physiological information, and video surveillance device details provided by you voluntarily. Such information is gathered to enable notifications to be sent to you or your designated person upon the triggering of an alert event in the self-care mode. This feature requires access to your mobile device's notification permissions. **Should you refuse to provide the aforementioned information or permissions, this feature will be unavailable.**

3) If you need an electronic invoice, we will issue it for you based on your invoicing information. You shall provide an Email address or phone number to receive the electronic invoice. Should you opt for a paper invoice, please follow the on-screen tips to supply your contact information.

Furthermore, we shall ensure robust third-party management by implementing a variety of measures such as rigorous access controls, non-disclosure agreements (NDAs), and regular audits and oversight, compelling them to maintain security and privacy standards at least as stringent as those outlined herein for information processing.

2. Unless required by applicable laws and regulations to the contrary, we will retain your personal data and/or the imported information only for the duration necessary to achieve the purposes outlined in this Service. **Please note that service and transaction information shall be preserved for at least three years following the conclusion of the transaction as provided for by the *E-Commerce Law of the People's Republic of China*. Additionally, should your service terminate for any reason, the service provider shall comprehensively delete all the information and materials you have imported after 30 days from the termination of this Service. Consequently, we will be unable to fulfill any subsequent requests for information retrieval or data backup.**

(The end)

Limitation of AI Smart Elderly care

For all algorithms

AIS cannot guarantee that AI will work as intended all the time, as the AI algorithm used can be affected by multiple external factors that differ from user to user

AI is optimized for the best performance when

- Detection target is within 3 to 5 meters in front of the device's field of view
- There is sufficient lighting in the environment
- Target of detection is in clear view of the device with maximum exposure to the device's field of view and is not obstructed by objects in the environment
- Target of detection is not too close to the device's field of view such that parts of the target cannot be seen (as they are too close to the device)

Fall detection

- Device field of view must be able to fully see the body of the target
- Device field of view must be able to fully see the ground area in which the target has fallen down to
- If (a) or (b) is not met , fall detection may not trigger
- If a target is taking action near the ground (e.g. kneeling down to clean the floor , doing a push up exercise) there may be a chance fall detection may trigger

Long time absence

- User can set the time in which absence needs to exceed in the "Settings" submenu in the "AI" menu
- The minimum time is 10 minutes , the maximum time is 12 hours
- If absence is detected more than the set time, notification will sound
- The algorithm will start the count when there are no humans present in the device's field of view and will reset if a human enters the device's field of view

Sedentary

- User can set the time in which Sedentary needs to exceed in the "Settings" submenu in the "AI" menu
- The minimum time is 10 minutes , the maximum time is 12 hours
- When a target is detected to have sat down more than the set time, notification will sound
- The algorithm will start the count when a human in the device's field of view sits down, regardless of what they are doing while sitting, and will reset if the human gets up

Long time lying down

- User can set the time in which long time lying down needs to exceed in the "Settings" submenu in the "AI" menu
- The minimum time is 10 minutes , the maximum time is 12 hours

- When a target is detected to have been lying down more than the set time, notification will sound
- The algorithm will start the count when a human in the device's field of view lies down (including falling to the ground), regardless of what they are doing while lying down, and will reset if the human gets up

Eating

- AI will notify once an "eating motion" is detected
- "Eating motion" includes : eating with spoon and fork, picking up food to eat by the hand (e.g. eating a hamburger), or eating with chopsticks (e.g. eating a noodle dish)
- If the user is taking certain action that seems like an action a human takes to eat food, then eating alert may be triggered depending on clarity of the action and the environment
- When eating notification is triggered, the same notification will not trigger again until 10 minutes later (this is done such to avoid continuous notifications while action is detected) however, the timer counter will keep track of the action in real time
- If the device cannot see the food, utensils, or the "eating motion" clearly, then eating notification and statistics keeping might not get triggered

Drinking

- AI will notify once a "drinking motion" is detected
- "drinking motion" includes : drinking from a cup, drinking from a water bottle, drinking from a plastic bottle or can
- If the user is taking certain action that seems like an action a human takes to drink, then drinking notification may be triggered depending on clarity of the action and the environment (such as holding a cup noodle cup to eat)
- When drinking notification is triggered, the same notification will not trigger again until 10 minutes later (this is done such to avoid continuous notifications while action is detected) however, the timer counter will keep track of the action in real time
- If the device cannot see the liquid vessel or the "drinking motion" clearly, then eating notification and statistics keeping might not get triggered

Walking

- AI will notify once a human is taking a walking motion

Sitting and lying down

- AI will notify once a human is detected to sit down or lie down
- If a target is taking action near the ground (e.g. kneeling down to clean the floor , doing a push up exercise) there may be a chance lying down notification may trigger

Entertaining

- AI will notify once a "Entertaining action" is detected
- "Entertaining action" includes : playing on the phone , using a tablet , reading a book , watching TV

- If the user is taking certain action that seems like an “entertaining action”, then entertaining notification may be triggered depending on clarity of the action and the environment
- When entertaining notification is triggered, the same notification will not trigger again until 10 minutes later (this is done such to avoid continuous notifications while action is detected) however, the timer counter will keep track of the action in real time