



WEINTEK LABS., INC.

3F, 910 Zhongzheng Road,
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TEL: +886-2-2228-6770 FAX: +886-2-2228-6771

GENERAL TERMS OF EasyAccess 2.0

Terms of Use for EasyAccess 2.0 (The Terms)
Version 1.0, December 2015

1. OWNERSHIP AND ABOUT THE TERMS

- 1.1 EasyAccess 2.0 (EA 2.0) is developed by Weintek Labs., Inc. (Weintek), and the Authorized User will be granted for License to operate it exclusively on Weintek's Human Machine Interface (HMI). Weintek reserves the proprietary and all other rights.
- 1.2 The Terms regulate the use of EA 2.0 and its updated version.
- 1.3 Weintek reserves all rights to amend, change, and interpret the Terms. The changes will be effective when published. The User shall understand and agree that the express acceptance of the Terms or the use of EA 2.0 after the date of publication shall constitute the agreement to the updated Terms. The User may terminate the relationship with EA 2.0 in accordance with Article 7 upon not agreeing with the amended Terms.

2. ACCEPTANCE OF THE TERMS

- 2.1 The User mentioned in the Terms shall mean the legal entity or individual use EA 2.0 and/or thus have accepted the Terms.
- 2.2 The Terms shall be considered **ACCEPTED** by the User either by
 - (A) signing the Terms as part of a written agreement;
 - (B) accepting an offer where to the Terms have been attached;
 - (C) agreeing to the Terms when downloading and installing EA 2.0.
- 2.3 The User **CANNOT ACCEPT** the Terms if
 - (A) not lawfully entitled to use EA 2.0 in the country in which the User is located or resided,



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(B) not of legal age to form a binding agreement.

2.4 The Terms shall prevail over any other agreements and/or conditions when the User purchases HMI with any other terms, agreements and/or conditions.

2.5 To the extent of any inconsistency with any additional Terms made by any third party, the Terms shall take precedence.

3. LICENSE AND USER ACCOUNT

3.1 License

(A) Subject to the compliance with the Terms, the User is granted a limited, non-exclusive License to legally use EA 2.0 on electronic devices, such as personal computer, tablet computer, and mobile phone. However, Weintek will make every effort to have EA 2.0 available and provide full-time service, but if any condition occurs beyond Weintek's control, Weintek is not liable for it.

(B) Each License is valid for ONE Weintek's HMI. However, if the HMI is out of order and cannot be repaired, user can transfer original License to another HMI of Weintek.

(C) License refund is only applicable for Activation Card not being activated.

3.2 Restrictions

The User may not, and agree not to

(A) undertake, cause, permit or authorize the modification, creation of derivative works or improvements, translation, reverse engineering, decompiling, disassembling, decryption, emulation, hacking, discovery or attempted discovery of the source code or protocols of EA 2.0 or any part or features thereof (except to the extent permitted by law);

(B) remove, obscure or alter any copyright and/or other proprietary notices included in EA 2.0;

(C) use EA 2.0 beyond the purposes of proper use.

(D) use EA 2.0 to deal with illegal activities.



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4. USE OF EA 2.0

4.1 User Equipment

- (A) In order to use EA 2.0, the User will need an internet connection.
- (B) EA 2.0 may use the processing capabilities, memory and bandwidth of the computer (or other applicable device) the User are using, for the limited purpose of facilitating the communication and establishing the connection between EA 2.0 User and corresponding Weintek's HMI to use EA 2.0 service. If the use of EA 2.0 is dependent upon the use of a processor and bandwidth owned or controlled by a third party, the User acknowledges and agrees that License to use EA 2.0 is subject to the User's obtaining consent from the relevant third party for such use. The User represents and warrants that by accepting the Terms, such consent has been obtained.

4.2 Update

EA 2.0 may automatically check its version, download configuration changes and update itself from time to time. The User may be required to update EA 2.0 in order to continue using it, and the User agrees to accept such updates subject to the Terms unless other terms accompany the updates. If the User does not agree, please discontinue use of and uninstall EA 2.0. EA 2.0 is not obligated to make any updates available and does not guarantee that Weintek will continue to support the version of the operating system or device for which EA 2.0 or that updated version will be compatible for use with end users running older versions of EA 2.0. Updates may be required to maintain software compatibility, provide security updates or bug fixes, or offer new features, functionality or versions.

4.3 Suspension, Technical Improvement and Maintenance

EA 2.0 may be needed to perform maintenance on or upgrade or the underlying infrastructure that enables the User to use it. The maintenance may require EA 2.0 to temporarily suspend or limit use of some or all software until the maintenance and/or upgrade can be completed. The User will not be entitled to claim damages for such suspension or limitation of the use of EA 2.0.

4.4 Quality



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EA 2.0 cannot guarantee that it will always function without disruptions, delay or errors. A number of factors may impact the quality of EA 2.0, and may result in the failure of the User's communications including but not limited to: the User's local network, firewall, internet service provider, the public internet, the public switched telephone network and power supply. Weintek takes no responsibility for any disruption, interruption or delay caused by any failure of or inadequacy in any of these items or any other items over which Weintek has no control.

4.5 Unsolicited Ideas

EA 2.0 does not consider or accept unsolicited proposals or ideas, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements ("Unsolicited Feedback"). If the User sends any Unsolicited Feedback to Weintek through any means, Weintek shall not be under any obligation of confidentiality with respect to the Unsolicited Feedback.

5. USER'S OBLIGATIONS

5.1 Lawful Use

The User must use EA 2.0 in accordance with the laws of the User's location. There are restrictions on the download and use of the software and/or websites in some countries, and the User shall ensure the use of EA 2.0 is legally allowed in the territory.

5.2 Prohibited Use

The User may not

- (A) use any type of spider, virus, worm, trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage, emulate or disassemble EA 2.0;
- (B) impact or attempt to impact the availability of EA 2.0 for example, with a denial of service (DoS) or distributed denial of service (DDoS) attack;
- (C) take any action which is similar or corresponds to Article 3.2.

5.3 Export Restrictions

EA 2.0 may be subject to international rules that govern the export of software. The



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User shall comply with all applicable international and national laws that apply to EA 2.0 as well as end-user, destination restrictions issued by national governments or similar bodies, and restrictions on embargoed nations.

6. PROPRIETARY RIGHTS

- 6.1 EA 2.0 contains proprietary and confidential information protected by intellectual property laws and treaties worldwide.
- 6.2 The content and compilation of content included on EA 2.0 (excluding User Submissions) such as sounds, text, graphics, logos, icons, images, audio clips, digital downloads and software, are the property of EA 2.0, its affiliates or licensors and are protected by international copyright laws. Such copyright protected content cannot be reproduced without Weintek's permission. Weintek reserves all rights not expressly granted in the Weintek's website.
- 6.3 Weintek retains exclusive ownership of EA 2.0 and all intellectual property therein (whether or not registered and anywhere in the world). The User will not take any action to jeopardize, limit or interfere with Weintek's intellectual property rights in EA 2.0 and/or Weintek's websites.

7. TERMINATION AND SUSPENSION

- 7.1 The User may terminate the relationship with EA 2.0 at any time and cease to use EA 2.0. The User is able to request free-trial service (One Month) to examine the availability and feasibility. In case the result is not satisfied, the User can return and refund the Activation Card in accordance with Article 3.1(c).
- 7.2 Weintek may terminate its relationship with the User, or may terminate or suspend the use of EA 2.0, User account at any time and without recourse to the courts or prior notices
 - (A) if the User is in breach of the Terms;
 - (B) if Weintek reasonably suspects that the User is using EA 2.0 to break the law or infringe rights of any third party;



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- (C) if required immediately (in Weintek's sole and reasonable discretion) due to a change in or adverse interpretation of laws/regulation or where required by a regulator or authority with a lawful mandate, or by any of Weintek's partners;
- (D) on thirty (30) days' notice if Weintek decides to cease offering EA 2.0 to Users in the jurisdiction generally.

7.3 Consequences of Termination

Upon termination of the relationship with EA 2.0,

- (A) License and all rights to use EA 2.0 shall be immediately terminated;
- (B) the User will immediately cease any and all use of EA 2.0.

8. WARRANTY, INDEMNITY AND LIMITATION OF LIABILITY

8.1 For the purposes of this Article 8, "Weintek" includes its subsidiary companies and affiliated legal entities.

8.2 No Warranties

To the maximum extent permitted by law: EA 2.0 are provided "as is" and used at the User's sole risk with no warranties whatsoever; Weintek does not make any warranties, claims and expressly disclaims all such warranties of any kind, whether express, implied or statutory, with respect to EA 2.0 including, without limitation, warranties or conditions of quality, performance, non-infringement, merchantability, or fitness for use for a particular purpose. Weintek further does not represent or warrant that EA 2.0 will always be available, accessible, uninterrupted, timely, secure, accurate, complete and error-free or will operate without packet loss.

8.3 No Liability

The User acknowledges and agrees that Weintek will have no liability whatsoever, whether in contract, tort(including negligence) or any other theory of liability, and whether or not the possibility of such damages or losses has been notified to EA 2.0, in connection with or arising from the use of EA 2.0. The User's only right or remedy with respect to any problems or dissatisfaction with EA 2.0 is to immediately deinstall such software and cease use of EA 2.0.



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8.4 Limitation of Liability

Subject to Article 8.3 above, Weintek shall not be liable, whether in contract, tort (including negligence) or any other theory of liability, and whether or not the possibility of such damages or losses has been notified to Weintek, for

- (A) any indirect, special, incidental or consequential damages; or
- (B) any loss of income, business, actual or anticipated profits, opportunity, goodwill or reputation (whether direct or indirect); or
- (C) any damage to or corruption of data (whether direct or indirect);
- (D) any claim, damage or loss (whether direct or indirect) arising from or relating to;
- (E) any claim, damage or loss (whether direct or indirect) arising from or relating to
 - (a) any product or service provided by a third party under their own terms of service, including without limitation;
 - (b) any other Technology;
 - (c) any third party website.

8.5 If any third party brings a claim against Weintek in connection with, or arising out of each of the following behavior, the User will indemnify and hold Weintek harmless from and against all damages, liability, loss, costs and expenses (including reasonable legal fees and costs) related to such claim:

- (A) breach of the Terms;
- (B) breach of any applicable law of regulation;
- (C) infringement or violation of the rights of any third parties (including intellectual property rights);
- (D) User submissions;
- (E) complaint in relation to any User Submission.

9. MISCELLANEOUS

9.1 For User's convenience, translations of different language version of the Terms may be provided. However, the English version of the Terms shall prevail in the event of any inconsistency.



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- 9.2 If any part/provision of the Terms is found by any court or administrative body of competent jurisdiction or an arbitrator to be illegal, invalid or unenforceable, then such part/provision shall be removed from the Terms without affecting the legality, validity or enforceability of the remainder of the Terms.
- 9.3 The failure by Weintek to exercise, or delay in exercising, a legal right or remedy provided by the Terms or by law shall not constitute a waiver of Weintek's right or remedy. If Weintek waives a breach of the Terms, this shall not operate as a waiver of a subsequent breach of the Terms.
- 9.4 The User may not assign the Terms or any rights or obligations contained in them. Weintek may, without prior notice, assign the Terms or any rights or obligations contained in them to any third party.
- 9.5 The Articles 8, 9 and any other provisions are to survive or operate in the event of termination, shall survive termination of the Terms.
- 9.6 Force Majeure
- A force majeure event means any event beyond the control of Weintek. If Weintek is unable to provide its service as a result of a force majeure event, Weintek will not be in breach of any of its obligations under the Terms.

10. GOVERNING LAW AND COURT

The Terms shall be government by the Laws of REPUBLIC OF CHINA (Taiwan), and the Jurisdiction Court of the First Instance is set TAIWAN TAIPEI DISTRICT COURT.