

# Platform Service Agreement

Effective date of the latest version: 2023-02-06

## Tip Terms

**1** You are welcome to enter into this User Service Agreement ("Agreement") with the operator of the Universallab Platform (as defined in the Terms) and to use our Platform Services!

**2** The headings in the Terms are for your convenience only and shall not affect or limit the meaning or interpretation of any provision of this Agreement. To protect your own rights and interests, we recommend that you read the specific terms and conditions carefully.

**3** You should read this Agreement carefully before clicking to accept it in the registration application process. Please ensure that you read and fully understand the content of each clause, in particular the disclaimer, limitation of liability, choice of law and dispute resolution clauses. The disclaimer and limitation clauses are underlined and you should read them with emphasis. If you have any questions about the Agreement, you can contact our Platform Customer Service.

**4** If you provide the information requested on the registration page, read and agree to this Agreement and complete all the registration procedures, it means that you have fully read, understood and accepted all the contents of this Agreement and have agreed with us to become a "User" of our Platform. If, on the course of reading this Agreement, you do not agree with this Agreement or any of its terms and conditions, you must stop the registration process immediately.

**5** If you have not applied for the registration process or become a registered user of our Platform before this Agreement becomes effective, you will be deemed to have agreed to accept this Agreement in its entirety by accessing and/or using our Platform website, otherwise, you should not access or use our Platform website.

## 1. Definition

**Universallab:** refers to clients including the Universallab website (domain name is Universallab.org), applets, H5 pages, etc.

**Universallab:** The name of the operator of Universallab, the specific entity companies include Universallab GmbH, Ningbo Easy Research Testing Service Co.

**Universallab Services:** Universallab provides you with all kinds of services related to scientific research such as analysis and testing, thesis revision, scientific research mapping, etc. in various forms including Universallab website, applets, etc. (including new forms of services that will emerge from future technological development) based on the Internet.

## **2. Scope of Agreement**

### **2.1 Subject Matter of Agreement**

This Agreement is made between you and Universallab, and this Agreement shall be binding upon you and Universallab.

### **2.2 Supplemental Agreement**

Because research services and Internet technologies are constantly evolving, the terms of this Agreement between you and Universallab do not fully enumerate and cover all of your rights and obligations with Universallab, nor do the existing agreements guarantee full compliance with future developments. Accordingly, the Customer Service Agreement and the Privacy Policy for Universallab's Analytical Testing Services and the specific descriptions of each service are supplementary to this Agreement and are inseparable from and shall have the same legal effect as this Agreement. By using Universallab's services, you agree to be bound by the foregoing additional agreements.

## **3. Account registration and usage**

### **3.1 User Eligibility**

You acknowledge that you have the legal capacity to act as required by the laws of Switzerland before commencing the registration process to use the Universallab Services. If you do not have the above-mentioned legal capacity to act, you and your legal guardian shall be legally liable for all consequences arising therefrom.

In addition, you must ensure that you are not subject to any sanctions or other legal or regulatory restrictions imposed by any country, region or international organisation, otherwise, you must cease to use the Universallab Services, and you understand that violation of the foregoing may result in your inability to properly register and use the Universallab Services.

### **3.2 Account Description**

#### **3.2.1 Account Acquisition**

Once you have provided the information requested on the registration page, read and agreed to this Agreement and completed all registration procedures, you will receive a Universallab account and become a Universallab user.

#### **3.2.2 Use of Account**

You are entitled to use the Universallab account name ("Account Name") that you create or confirm and the password that you create (together, the Account Name and Password are referred to as the "Account") to log in to Universallab. You may also use your existing Account to log in to other Universallab products and services as they are introduced in the future.

#### **3.2.3 Account Transfers**

Because user accounts are linked to user information, you may only transfer your account only if required to do so by law, court order, or with Universallab's consent and in accordance with the account transfer process outlined in the Universallab

Rules. Upon transfer of your account, your rights and obligations under that account will be transferred. In addition, your account may not be transferred in any way, otherwise Universallab reserves the right to hold you responsible for any breach of contract, and you will be solely responsible for any liability and consequences arising therefrom.

#### **3.2.4 Account Cancellation**

If your account meets any of the following conditions, Universallab may cancel your account and your account will no longer be able to log in to Universallab and the relevant service will be terminated:

- (1) you have not logged into any of Universallab's products for 12 consecutive months;
- (2) you request that Universallab reclaim your account and there is no outstanding balance on the account and some account assets are disposed of by mutual agreement.

### **3.3 Management of registration information**

#### **3.3.1 Authentic and legal**

##### **3.3.1.1 Truthfulness of Information**

When using the Universallab Services, you must provide accurate and complete information about yourself (including your name and email address, contact phone number, contact address, etc.) as prompted by the Universallab Sites in order for Universallab to contact you. You understand and agree that you are responsible for maintaining the authenticity and validity of the information you provide.

##### **3.3.1.2 Legitimacy of Member Name**

The name you set in your Personal Information must not violate any national laws and regulations and the relevant Universallab rules regarding member names, otherwise Universallab may cancel your account name; the cancellation of your name in your Universallab account will not affect your ability to log in to Universallab and use Universallab services.

**3.3.1.3** You understand and promise that your account name, avatar and profile and other registered information will not contain illegal and undesirable information, impersonation, affiliated organisations or social celebrities, and you will abide by the seven principles of laws and regulations, the socialist system, national interests, legitimate rights and interests of citizens, public order, social morals and ethics, and authenticity of information in the process of account registration.

**3.3.1.4** You agree and authorise that in order to better provide services to you and to ensure the security of your account, we may make enquiries with telecommunications operators, financial services institutions. and other reliable entities regarding the authenticity of the user's identity, the user's credit records and the validity status of the user's mobile phone numbers based on the mobile phone number and other information provided by you.

#### **3.3.2 Update Maintenance**

**3.3.2.1** You will promptly update the information you provide. Where there are clear

provisions in law requiring us to verify certain users' information, we will check and verify your information from time to time in accordance with the law and you will cooperate in providing current, true and complete information..

**3.3.2.2** If we are unable to contact you in accordance with the latest information provided by you, or if you fail to provide us with any information we request in a timely manner, or if the information you provide is inaccurate, you will bear all losses and adverse consequences to yourself, others and us as a result.

#### **3.4 Account Security Regulations**

**3.4.1** Your account is set up and maintained by you. You are advised to keep your account secure and to ensure that you log out at the end of each online session and properly exit our Platform.

**3.4.2** You will be responsible for any losses and consequences arising from any active disclosure of your account or any attack or fraud by others.

**3.4.3** Your Account is for your personal use only and may not be loaned or shared with others. In the event of any unauthorised use of your Account, you must notify us immediately of such unauthorised use, failing which the unauthorised use will be deemed to be your own and you will be solely responsible for all losses and consequences arising therefrom.

**3.4.4** Except where we are at fault, you are responsible for the results of all actions taken under your account (including but not limited to signing agreements, posting information, purchasing goods and services and disclosing information online).

**3.4.5** You are advised to notify us immediately of any unauthorised use of your account to access our platform or any other circumstances that may result in the theft or loss of your account. You understand that it will take a reasonable amount of time for us to act on your any request made by you and that we will not be liable for any consequences arising before we act, except where we are at fault.

### **4. Our Platform Services and Specifications**

#### **4.1 Our Platform Services**

**4.1.1** Our platform provides you with services including, but not limited to, the following:

- (1)** Any websites directly owned or operated directly by Us, such as Universallab (domain name: [Universallab.org]);
- (2)** Clients of websites directly owned or operated by us including, but not limited to, clients of all terminals such as PCs, tablets and mobile phones;
- (3)** Other services operated by us and suitable for us to provide.

(The above services are collectively referred to as "Our Platform Services").

**4.1.2** Our Platform Services are limited to your use of our Platform, and any act of disconnecting our Services from our Platform by malicious cracking or other illegal means is not part of our Services as agreed in this Agreement. The perpetrator will be responsible for any legal consequences arising therefrom, and we will pursue the perpetrator's legal liability to the fullest extent of the law.

**4.1.3** The only legal way to download, register, log in and use our services is through the official methods announced on our Platform website, and you are responsible for any adverse consequences resulting from such actions.

**4.1.4** We have the right to make announcements to you (including but not limited to pop-up pages, website announcements, in-site messages, etc.) to modify, replace or upgrade any software related to our platform services. If you do not agree with or accept the modification, replacement or upgrade of the software related to our platform services, please immediately reject, stop or cancel, otherwise you will be deemed to agree and accept the modification, replacement or upgrade of the software related to our platform, at the same time, the act of such agreement and acceptance will still be subject to this Agreement.

**4.1.5** You understand and acknowledge that you have no ownership rights in the derivative works, such as the usage records, subscriptions, favourites, points, experience points, growth points, ranks, identifiers, coupons, virtual point products, virtual exchange products, virtual gifts, downloads, etc. that you obtain by using our Platform website or our Platform account (unless otherwise stated on our Platform), and we license them to you to use in accordance with our Platform rules. We allow you to use them in accordance with our Platform Rules and we will not be liable for any compensation in respect of such derivatives.

**4.1.6** You agree and warrant that you will not use our platform services or any derivative thereof (including, but not limited to, accounts, points, tiers, point products, event giveaways, downloads and other services) for the purpose of, reselling, bartering, exchanging or pledging them for valuable transactions or other illegal profits. You will not use our Platform Services or its derivatives to violate the legal rights and interests of others, and you are prohibited from stealing or misappropriating other people's accounts, points, point products, etc. through network vulnerabilities, malware or other illegal means.

**4.1.7** You understand and acknowledge that if any business risks (including but not limited to illegal activities by wrongdoers using your Account or valuable cards such as bank cards) may arise after you have paid or funded your Account on our Platform using third party payment tools, such risks may cause you corresponding economic losses and we shall not be liable to you for the aforementioned risks and losses, subject to full performance of its obligations under this Agreement and compliance with legal requirements.

## **4.2 Service Specifications**

**4.2.1** You may upload, post or transmit relevant content, including but not limited to text, software, programs, graphics, images, sound, music, video, audio and video, links and other information or other materials ("Content") on our Platform through our Platform Services, provided that you assume legal responsibility for such Content.

**4.2.2** In order to facilitate your use of our and our affiliates' other related services, you authorise us to transfer information provided or generated during your account

registration and use of our platform services to our affiliates and other related service providers, or to obtain information provided or generated during your registration and use of the related services from our affiliates and other related service providers.

**4.2.3** You understand and acknowledge that in using our Platform Services you will be exposed to content and information from a variety of sources and that we cannot be responsible for the accuracy, authenticity, availability, security, completeness or legality of such content and information. You understand and acknowledge that you may be exposed to content and information that is inaccurate, offensive, inappropriate or objectionable and you will not hold us responsible for such exposure. We do not endorse, recommend or express any opinion about any content and information uploaded, posted or transmitted by users on our platform, nor do we accept any liability for errors, defects or any loss or damage arising from any content and information, and any use of content and information by you is at your own risk.

**4.2.4** You agree that we may place commercial advertisements or any other types of commercial information in the course of providing the Services in various ways (including, but not limited to, placing advertisements anywhere on our Platform and placing advertisements in the content you upload or transmit), and you agree to accept that we may send you advertisements or other relevant commercial information.

**4.2.5** You agree to comply with the following laws and regulations when using our Platform Services: "Law of Switzerland on the Preservation of State Secrets", "Copyright Law of Switzerland", "Regulations of Switzerland on the Security Protection of Computer Information Systems", "Regulations on the Protection of Computer Software", "Regulations on the Administration of Internet Electronic Announcement Services", "Regulations on the Protection of the Right to Information Network Dissemination" and other relevant The laws and regulations of computer and Internet regulations. In any case, we may terminate the service to you at any time without prior notice if we reasonably believe that your behaviours may violate the above laws and regulations. You should be aware of the borderless nature of the Internet and should take special care to comply with all relevant local laws and regulations.

### **4.3 Transaction dispute handling**

**4.3.1 Transaction Dispute Handling** You have the right to choose one of the following methods to resolve disputes with the platform in the course of trading with Universallab:

- (1) independent negotiation with Universallab;
- (2) call the Universallab complaint hotline to settle the complaint;
- (3) request the consumer association or other mediation organisations established by law to mediate
- (4) submit complaints to the relevant administrative departments

(5) according to the arbitration agreement with the other party to the dispute (if any), to the arbitration institution for arbitration

(6) Going to the court where the agreement was signed.

#### **4.3.2 Experimental Results Do Not Meet Treatment Requirements**

**4.3.2.1** For the disputed test results, only the original samples will be retested using the original test method and the testing period will be recalculated from the date of the retest with documented feedback. If you switch to a new sample or change the test method, it will be considered as a new order and you will also have to pay the corresponding testing fees.

**4.3.2.2** If the retest results and the initial test results are within the acceptable margin of error, you will also be required to pay the retest fee in the same amount as the original test item;

**4.3.2.3** If the retest result and the initial test result are not within the acceptable range, we will waive the retest fee for the initial test, but will charge you for the retested item;

**4.3.2.4** We will not accept a retest if:

- (1) the sample has been recalled by us;
- (2) the original sample cannot be stored;
- (3) the original sample has been used up;
- (4) the original sample is too small to retest;
- (5) the original sample has been destroyed beyond the storage period;
- (6) the original sample or the component to be tested is unstable;
- (7) the microbiological test and other items that cannot be retested.

**4.3.2.5** If the test results are not the same as expected due to incomplete or unclear test requirements, we are not responsible for the test results and will charge you again if we need to repeat or retest the test

**4.3.3 Dispute Resolution** You understand and agree that Universallab personnel may not be absolutely reliable in their expertise in the dispute resolution process. Therefore, except in cases of wilful misconduct or gross negligence, Universallab personnel shall not be responsible for any uncertified tests, experimental recommendations, or evaluations of scientific work provided by them.

#### **4.3.4 Responsibility statement about sample/remaining material recovery and storage**

(1) All samples/remnants will be stored in our warehouse and will be given a unique storage code, which you can check on the relevant order;

(2) If you add "General Sample Recall" as a paid item to your order, we will return your samples/residuals to you by default within 5 working days of your order being processed; if you need to recall samples in advance, you can log into the Platform and click "Sample Recall" on the relevant order to submit a recall request. Recall" and submit a recall request;

(3) If you do not add "General Sample Recall" to your order, the samples will be cleaned up and destroyed within 7 working days of storage, unless you take the

initiative to contact us to recall the samples and bear the cost of recalling the samples;

(4) We will not be responsible for any loss or damage caused by the loss of samples/residues if the "General Sample Recovery" payment option is not selected;

(5) For samples/remainers lost due to our fault within one month (from the date of completion of the test) if the "General Sample Recovery" payment option is checked, both parties may negotiate amicably but the maximum compensation shall not be greater than the cost of testing the sample; for samples/remainers lost beyond one month (from the date of completion of the test), we shall not be liable for the loss of the sample/remainder;

#### **4.4 Limitation of Liability**

**4.4.1 Force Majeure and Third Party Causes** Universallab will fulfil its basic security obligations in accordance with the law, but Universallab will not be liable for breach of contract in the event of impediments to performance, defects in performance, delays in performance or changes in the content of performance caused by:

(1) Force majeure factors such as natural disasters, strikes, riots, wars, acts of government,, judicial and administrative orders, etc;

(2) Public service factors such as power supply failure, communication network failure, or third party factors;

(3) Factors such as routine or emergency equipment and system maintenance, equipment and system failure, network information and data security, etc., where Universallab has exercised good faith management.

**4.4.2 Dispute Handling** You understand and agree that Universallab staff cannot guarantee absolute reliability and trustworthiness in the operation and expertise of its equipment during the dispute resolution process. Therefore, except in cases of wilful misconduct or gross negligence, Universallab staff shall not be liable for any non-certified tests, experimental recommendations or evaluations of scientific work made by them.

#### **4.5 Prohibited contents**

**4.5.1** You understand and warrant that the content you upload, post or transmit on our platform (including information such as your account name) does not contain content that

(1) is contrary to the fundamental principles established by the Constitution

(2) endanger national unity, sovereignty and territorial integrity

(3) reveal state secrets, endanger national security, or harm national honour and interests

(4) incites ethnic hatred, ethnic discrimination, undermines national unity, or violates ethnic customs or mores

(5) promoting evil cults, superstition

(6) disrupts social order and undermines social stability

(7) inciting minors to commit crimes and violence, pornography, gambling, terrorist activities



(8) insults or defames others, violates the privacy of citizens and other legitimate rights and interests of others

(9) endangering social morality and undermining the outstanding cultural traditions of the nation

(10) any other content prohibited by relevant laws, administrative rules and state regulations.

**4.5.2** If the content you upload, publish or transmit contains information or content that violates the above laws and regulations, or infringes the legitimate rights and interests of any third party, you will directly bear all adverse consequences resulting from the above. If this causes any adverse consequences to us, you will be responsible for remedying the effects and compensating us for all losses incurred, including, but not limited to, damage to property, damage to reputation, legal fees, transportation costs and other reasonable expenses incurred in defending our rights.

#### **4.6 Prohibited Actions**

**4.6.1** You understand and warrant that you will not engage in any of the following prohibited activities in connection with our Platform Services, nor will you allow anyone else to use your account to do any of the following:

(1) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity (including creating a false account name or accessing another user's account) when registering for an account or using our Platform Services; or

(2) forge headers or otherwise manipulate content in a way that may mislead others to believe that it is from us; or

(3) upload, post, email or otherwise transmit any content that we do not have the right to transmit (e.g., inside information, confidential information); or

(4) send unsolicited or unauthorised spam, advertising, promotional materials or other commercial communications; or

(5) use our Platform Services for any commercial purpose or for the benefit of any third party without our express permission; or

(6) stalk or otherwise harass others;

(7) engage in any activity or transaction that is illegal or potentially illegal (as determined by us), including but not limited to teaching criminal methods, selling illegal drugs, money laundering, fraud, etc;

(8) Gamble, provide gambling information or solicit others to participate in gambling activities by any means;

(9) use or exploit our intellectual property (including our trade marks, brands, logos, any other proprietary data or the layout or design of any web page) or otherwise infringe our intellectual property rights (including attempting to reverse engineer our Platform client or the software used); or

(10) access, collect or process any content available through our Platform Services using any automated program, software, engine, web crawler, web analytics tool, data mining tool or similar tool; or

- (11) Engage in "framing", "mirroring" or other techniques designed to mimic the appearance and functionality of our Platform Services;or
- (12) interfere or attempt to interfere with any user's or other party's access to our Platform Services;or
- (13) intentionally distribute viruses, network worms, Trojan horses, corrupted files or other malicious code or items; or
- (14) distribute or publish any personally identifiable information about such persons without their express consent;
- (15) probe, scan or test our Platform Services, systems or the systems of other Users for vulnerability to intrusion or otherwise circumvent (or attempt to circumvent) any security features of our Platform Services, systems or the systems of other Users; or
- (16) decompile, reverse compile or reverse engineer any software used by our Platform Services or attempt to do any of the foregoing;
- (17) open multiple accounts for the purpose of sabotage or abuse, or maliciously upload duplicate, invalid and large amounts of data and information;
- (18) intentionally or unintentionally violate any relevant Chinese laws, rules, regulations, ordinances and other standards having legal effect.

## **5. Privacy Policy**

**5.1** We take the protection of your personal information (i.e. information that, by itself or in combination with other information, can identify you) very seriously and by using the services we provide, you consent to the collection, storage, use, disclosure and protection of your personal information in accordance with our Privacy Policy as published on our Platform. We want to give you a clear picture of how we handle your personal information through our Privacy Policy, so we encourage you to read it in full to better protect your privacy.

**5.2** If you have any questions about this Privacy Policy, you can contact us using the contact details published on our Platform. If you do not agree with any of the contents of this Privacy Policy, you should immediately stop using our Platform services. By using any of the services provided on our Platform, you consent to our lawful use and protection of your personal information in accordance with this Privacy Policy.

### **5.3 Scope of application**

**5.3.1** This Privacy Policy applies to all services provided by our Platform, and this Privacy Policy applies when you visit our Platform website and/or log in to the relevant client to use the services provided by our Platform.

**5.3.2** In particular, this Privacy Policy does not apply to services provided to you by other third parties, for example, if a third party on our Platform relies on our Platform to provide services to you, the personal information you provide to that third party will not be subject to this Privacy Policy and we will not be responsible for the third party's use of the information you provide.

**5.3.3** We will comply with the "Framework Standards for the Protection of User

Information for Targeted Advertising on the Internet in Switzerland" issued by the Interactive Network Branch of the Swiss Advertising Association and will handle or use your personal information appropriately based on the legal principles of lawfulness, reasonableness and honesty and credit.

#### **5.4 How we collect information**

We collect information in order to provide you with better, better and more personalised service, and we collect information in the following ways:

##### **(1) Information you provide to us.**

(a) Information that you enter in and/or submit when you register for our account and when you use the relevant services provided on our Platform, including your name, gender, date of birth, ID number, telephone number, email address, address, interests, payment account and relevant additional information (such as your province and city, postal code, etc.).

(b) Information stored by you when you use our Platform Services.

##### **(2) Information collected in the course of your use of the Services.**

In order to provide and optimise the services you require, we may collect information about your use of the services, which may include:

(a) information about your browser and computer that we automatically receive and record when you use our Platform Services or visit our Platform web pages, including but not limited to your IP address, browser type, the language used, date and time of access, information about hardware and software features and records of web pages you request; when you download or use our or our affiliates' client software or visit mobile web pages to use our Platform Services, we may read information related to your location and mobile device, including but not limited to device model, device identifier, operating system, resolution, telecommunications carrier, etc. We do not collect information about your location or mobile device when you use our Platform Services or visit mobile web pages.

(b) Information contained in content you upload through our content upload service, such as the date, time or location of shared photos or videos taken or uploaded.

(c) In addition to the above information, we may collect other information about you that is reasonably necessary to provide the Services and improve the quality of the Services, including information you provide when you contact our customer service team, the information you send to us in response to surveys you participate in, and information we collect when you interact with our affiliates and our partners. At the same time, in order to improve the security of your use of the services provided by our platform and to better accurately prevent phishing scams and Trojan horses, we may determine the risk of your account by understanding some of your Internet usage habits and information about the software you commonly use, and we may log some URLs that we consider to be risky.

##### **(3) Information from third parties.**

In order to provide you with better, better, more personalised services, or to jointly provide services to you, or to prevent Internet fraud, our affiliates and partners may share your personal information with us in accordance with the law or as agreed with you or with your consent.

You understand and agree that the following information is not covered by this Privacy Policy:

(a) Keyword information that you enter when using the search services provided by our Platform;

(b) Breaches of the law or violations of our rules and the actions we have taken against you;

(c) Personal information that must to be disclosed in response to legal and regulatory requirements;

(d) To protect the interests of users and the public in the event of an emergency.

### **5.5 How we use information**

As we collect your information for the purpose of providing you with the Services and improving the quality of the Services, to achieve this purpose, we may use your information for the following purposes:

(1) To provide you with the various services you use and to design, maintain and improve those services.

(2) To recommend content that may be of interest to you, including, but not limited to, sending you information about our products and services, displaying personalised third party promotions through the system, or sharing information with our partners so that they may send you information about their products and services, with your consent.

(3) To provide you with more relevant advertising rather than generic advertising.

(4) We may use your personal information to prevent, detect, and investigate fraud, security breaches, illegal activities, violations of agreements, policies, or rules with us or our affiliates, or to protect the legitimate interests of you, other users of our services, or us or our affiliates.

(5) We may combine personal information from one service with information from other services for the purpose of using, sharing or disclosing it for the purpose of providing you with a more personalised use of the service, such as the need to provide you with a wider social circle.

(6) To allow you to participate in surveys, promotions and competitions relating to our products and services.

(7) For other purposes with your consent.

### **5.6 How we share information**

We have a duty of confidentiality to you and will not sell or rent any of your information, and we will only share your information with third parties if we

(1) With your prior consent or authorisation.

(2) As required by law or regulation or as required by administrative or judicial authority.

- (3) To our affiliates affiliated companies to share your personal information.
- (4) To trusted partners to process your personal information for us in accordance with our instructions and compliance with our Privacy Policy and any other appropriate confidentiality and security measures.
- (5) to trusted partners to process your personal information on our behalf in accordance with our instructions and in compliance with our Privacy Policy and other appropriate confidentiality and security measures.
- (6) **we** only share your information to provide the services you request or to resolve disputes or controversies you have with others. For example, if a party to a transaction you create on our platform fulfils all or part of its obligations under the transaction and makes a request for information disclosure, we will provide that user with the necessary information, such as the contact information of its counterparty, as appropriate, to facilitate the completion of the transaction or the resolution of the dispute.
- (7) to you violate the relevant Chinese laws and regulations or our relevant agreements or relevant rules, you must disclose to a third party.
- (8) To protect the legitimate rights and interests of us and our affiliates or users.

### **5.7 Use of Cookies**

**5.7.1** In order to facilitate your access, when you visit our Platform website or use the services provided by our Platform, we may identify you through small data files, which are used to save you from repeatedly entering your registration information or to help determine the security of your account. These data files may be cookies, flash cookies, or other local storage provided by your browser or associated applications (collectively, "Cookies").

**5.7.2** Please note that some of our services are only available through the use of "cookies". You can modify your acceptance of cookies or refuse our cookies if your browser or browser add-on allows you to do so, but this may in some cases this may affect your ability to access our Platform related websites and use the services provided by our Platform securely.

### **5.8 Information Storage**

The information and data we collect about you will be stored on our and/or our affiliates' servers and may be transferred to, accessed, stored and displayed in your country, region or location where we collect the information and data.

### **5.9 Protecting your personal information**

**5.9.1** To protect the security of your information, we endeavour to protect your information from disclosure, destruction or loss by using a variety of reasonable physical, electronic and managerial security measures, including, but not limited to, SSL, encrypted storage of information, and data centre access controls. We also exercise strict control over employees or outsourced personnel who may have access to your information, including, but not limited to, measures such as applying different levels of authority depending on their position, signing confidentiality agreements with them, and monitoring their activities. We will take appropriate

security measures to protect your information in accordance with existing technology and to provide reasonable security, and we will do our best to ensure that your information is not leaked, destroyed or lost.

**5.9.2** Your account is protected by security features, so please keep your account and password information safe. We use security measures such as back-ups on other servers and encryption of your password to ensure that your information is not lost, misused or altered. Notwithstanding the foregoing security measures, please understand that there are no "perfect security measures" on the information network.

**5.9.3** When you use our Platform Services to conduct online transactions, you will inevitably disclose your personal information, such as bank account details, contact details or postal address, to the other party or potential other party. Please protect your personal information and only share it with others when necessary. If you become aware that your personal information, particularly your account and password, has been compromised, please contact Customer Services immediately so that we can take appropriate action.

#### **5.10 Protection of minors**

We do not knowingly collect personal information from minors. Minors should not register for an account or provide us with personal information such as their name, address, phone number, email address, etc. unless permitted by local law and with the consent of their parent or guardian. If we inadvertently collect information from minors, we will delete it as soon as we become aware of it. If you believe that we may be improperly holding information from or about a minor, please contact us.

### **6. Third-Party Links**

Our Platform Services may contain links to other websites or resources. We do not control, review or modify the content, privacy policies and activities of such websites or resources, and therefore we are not responsible for them. We encourage you to read our terms of use and privacy policy carefully before leaving our platform to access other websites or resources. Intellectual Property Rights.

### **7. intellectual property**

**7.1** Unless otherwise agreed or stated by us, all intellectual property rights (including but not limited to copyrights, trademarks, patents, trade secrets, etc.) in all content (other than content that is legally copyrighted by the user), technology, software, programs, data and other information (including but not limited to text, images, pictures, photographs, audio, video, graphics, colour, layout, electronic files) on our platform ) and all related rights are owned by us or our affiliates. Any use (including but not limited to reproduction, distribution, display, mirroring, uploading, downloading, modification, rental) without our permission is prohibited.

**7.2** Our logos and other text, graphics and combinations thereof, as well as other logos, symbols, product and service names on our Platform, are trademarks of us or

our affiliates in Switzerland or other countries and may not be displayed, used or otherwise dealt with by any person without our permission, nor may you indicate to others that you have a right to display, use or otherwise deal with them.

**7.3** We have full intellectual property rights in our owned content, original original content and other exclusive or licensed content. Without our permission, no entity or individual may privately reproduce, distribute and provide viewing services or otherwise infringe our intellectual property rights, or else be subject to all relevant legal liabilities.

## **8. User's breach of contract and handling**

### **8.1 Breach of contract**

You will be deemed to be in breach of this Agreement if any of the following circumstances occur:

- (1)** Violation of any applicable laws and regulations in the use of our Platform Services;
- (2)** breach of this Agreement or the Additional Agreement (i.e. Article 3.2 of this Agreement).

**8.2** In order to adapt to the development of the Internet industry and to meet the needs of a large number of users for efficient and high quality services, you understand and agree that we may agree on the procedures and criteria for determining the breach of contract in our platform rules. For example, we may determine whether your user data constitutes a breach of contract based on the relationship between your user data and the mass user data; you are required to provide sufficient evidence and reasonable explanation for your data anomalies, otherwise you will be deemed to be in breach of contract.

### **8.3 Handling Measures for Breach of Contract**

**8.3.1** If the content and information that you publish on our platform constitutes a breach of contract, we may immediately delete or block such content and information or suspend, block or terminate your account in accordance with the relevant rules.

**8.3.2** If your behaviour on our Platform, or your behaviour that does not take place on our Platform but has an impact on our Platform and its users, constitutes a breach of contract, we may restrict your account's participation in activities, suspend the provision of some or all services to you and take other processing measures in accordance with the relevant Rules. If your conduct constitutes a material breach of the Agreement, we may terminate your account and cease providing services to you.

**8.3.3** If your behaviour on our Platform violates any relevant laws and regulations, we may report it to the relevant competent authorities and submit your usage records and other information in accordance with the law.

### **8.4 Liability**

**8.4.1** If your conduct causes us and/or our affiliates to suffer losses (including direct economic losses, loss of goodwill and indirect economic losses such as compensation, settlement payments, legal fees, litigation costs, etc. paid by you), you will indemnify

us and/or our affiliates for all such losses.

**5.4.2** If your actions expose us and/or our affiliates to the claims by third parties, we and/or our affiliates may recover all damages from you after we have assumed the obligation to pay the third party money, etc.

**8.4.2** If your actions expose us and/or our affiliates to the claims by third parties, we and/or our affiliates may recover all damages from you after we have assumed the obligation to pay the third party money, etc.

## **8.5 Special agreements**

**8.5.1** We are responsible for providing our Platform Services to you on an "as is" and "as available" basis. We are required by law, but cannot be held liable for damages caused to you as a result of maintenance of information network equipment, connection failures, computer, communication or other system failures, hacking activities, computer viruses, power failures, strikes, riots, fires, floods, storms, explosions, war, governmental actions, orders of judicial and administrative orders or by third parties.

**8.5.2** We control and provide our Platform Services from our facilities in Switzerland, and we do not warrant that the services controlled or provided are appropriate or available in other countries or regions, and any user using our Platform Services in other jurisdictions should ensure their compliance with local laws and regulations, for which we shall not be liable.

## **9. Change of Agreement**

**9.1** We may amend this Agreement and the Additional Agreement from time to time to reflect changes in local laws and regulations and changes in our Platform Services, and will notify you of such changes (the "Changes") in the manner set out in this Agreement.

**9.2** If you do not agree to the changes, you must stop using our Platform Services on the effective date specified in the Changes; if you continue to use our Platform Services after the Changes have become effective, you will be deemed to have agreed to the Changes as they have become effective.

## **10. Notice**

You agree that we may reasonably provide you with various types of notices as follows:

- (1)** Publicly announced copy;
- (2)** In-site messages, pop-up messages, and client push messages;
- (3)** emails, mobile phone messages, letters, etc., sent according to the contact information you have reserved on our platform.

## **11. Termination of Agreement**

### **11.1 Circumstances of Termination**

You have the right to terminate this Agreement in any of the following ways:



- (1) If you cancel your account through the Website when the cancellation conditions such as account cancellation as announced on our Platform Website are met;
- (2) If you cease to use the website and expressly do not wish to accept the changes before they take effect;
- (3) You expressly do not wish to continue to use our Platform Services and meet our Platform Termination Conditions.

We may terminate this Agreement by notifying you in the manner set out in this Agreement if:

- (1) You breach this Agreement and we terminate this Agreement in accordance with the terms of the breach;
- (2) You transfer your account, steal someone else's account, post prohibited content and information, defraud others, or use improper means to make profits, and we terminate your account in accordance with our Platform Rules;
- (3) In addition to the above, your account is suspended by us in accordance with our Platform Rules because you have repeatedly violated the relevant provisions of our Platform Rules and the circumstances are serious;
- (4) Your account has been cancelled and liquidated by us in accordance with this Agreement;
- (5) You have infringed the legitimate rights and interests of others or otherwise seriously violated the law on our platform;
- (6) Other circumstances that we should terminate the Service in accordance with relevant laws and regulations.

### **11.2 Treatment after the termination of the Agreement**

After the termination of this Agreement, we shall not be obliged to disclose any information in your account to you or any third party designated by you, except as expressly required by law.

Upon termination of this Agreement, we have the following rights:

- (1) Stop collecting and using your personal information, but may continue to store other content and information that you have maintained on our platform;
- (2) We may still hold you responsible for your past breaches of this Agreement.

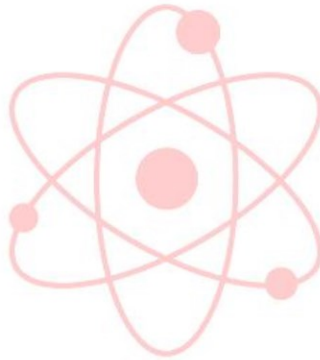
## **12. Application of Law, Jurisdiction and Others**

**12.1** The formation, entry into force, interpretation, modification, amendment, termination, enforcement and dispute resolution of this Agreement shall be governed by and construed in accordance with the laws of Switzerland and, to the extent not so governed, by the usages and usages of trade or usage.

**12.2** Any dispute arising out of or in connection with your use of our Platform Services shall be resolved by negotiation between us and you. If negotiation fails, either party may apply to the Swiss Arbitration Commission for arbitration and the arbitration award shall be final and binding on both parties.

**12.3** If any provision of this Agreement is deemed to be invalid, void or unenforceable, that provision shall be deemed severable and shall not affect the

validity and enforceability of the remaining provisions of this Agreement.



**Universallab**  
Make research easy