

# Universallab Privacy Policy

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## 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 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 contents 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, in the course of reading this Agreement, you do not agree to this Agreement or any of its terms and conditions, you must immediately terminate the registration process.
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 accepted 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 the Universallab website, applets, etc. (including new forms of services that will emerge from the future technological development) based on the Internet.



## **2. Privacy Policy**

**2.1** 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.

**2.2** 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.

### **2.3 Scope of application**

**2.3.1** 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.

**2.3.2** 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.

**2.3.3** 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.

### **2.4 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.

## **2.5 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, in order 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.

## **2.6 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.



## **2.7 Use of Cookies**

**2.7.1** 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").

**2.7.2** 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.

## **2.8 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.

## **2.9 Protecting Your Personal Information**

**2.9.1** 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.

**2.9.2** 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.

**2.9.3** 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.

## **2.10 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.

### **3. 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.

### **4. Intellectual property**

**4.1** 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, or rental) without our permission is prohibited.

**4.2** 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.

**4.3** 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.

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

#### **5.1 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).



**5.2** 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.

### **5.3 Handling measures for breach of contract**

**5.3.1** 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.

**5.3.2** 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.

**5.3.3** 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.

### **5.4 Liability**

**5.4.1** 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.

### **5.5 Special agreements**

**5.5.1** 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.

**5.5.2** 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.



## **6. Change of Agreement**

**6.1** 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.

**6.2** 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.

## **7. 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.

## **8. Termination of Agreement**

### **8.1** 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.

## **8.2 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.

## **9. Governing Law, Jurisdiction and Miscellaneous**

**9.1** 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.

**9.2** 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.

**9.3** 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.

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