

# EU Data Act Statement

## **1.Information about the nature of the data generated by the connected product**

### **Personal data**

Contact information: when users send us feedback, users can optionally provide their email addresses.

Account information: account ID (email address or phone number), users credentials, connected devices, profile picture.

The third-party account information: personal identifiers, user name, profile picture.

### **non-personal data**

Communications data: user's communications with us, including the feedback user sent to us.

Sync data: This refers to the data uploaded to our servers after the users agree to enable the synchronization feature. This data includes notes data, partial reading statistics, and the source files of books.

Files Uploaded to BOOXDrop: Through BOOXDrop function, users can send files to their devices from PC or mobile phone, or saves files of their devices to their PC or mobile phone.

### **Product status data**

Device data: We collect certain technical data about users' device, including MAC address, model, device identifiers, and OS type and version.

### **Customer usage data**

Log data: Log data covers log files that record requests and certain data points each time a product, device or application accesses our services. These logs include information about IP-addresses and user activity in services and applications (e.g. time stamps, service request, etc). This data is necessary to ensure that devices and services function as intended.

**User's device does not involve general environment data.**

## **2.The estimated volume of data the connected product can generate**

### **Data generated through user interaction**

The size of data generated through user interaction is determined by user operations and inputs.

### **Data generated when the product is in standby or switched off**

No data will be generated when the product is in standby or switched off.

## **3.The format of the data**

Users may obtain a copy of their data in a structured, commonly used, and machine-readable format (for example, formats such as pdf and txt) to facilitate portability and interoperability.

#### **4.Information on whether the connected product can generate data continuously and in real time**

Our device does not generate data continuously and in real time.

#### **5.Information on where the data is stored**

On the device itself or on a remote server.

#### **6.Information on the duration of the data retention**

We will promptly delete or irreversibly anonymize user's data once the original purpose of processing has been fully achieved, or when we are no longer legally obligated to retain user's data.

#### **7.Information on how the user may access the data**

Users can access most of their own data directly through the user interface on the device.

Additionally, users may contact our support team to submit requests by sending an email to [support@boox.com](mailto:support@boox.com). After verifying the user's identity, we will respond to the user's request.

#### **8.Information on how the user may retrieve the data**

Users can directly search for and view their personal and non-personal data on the user interface of the device.

For device data and log data, users may contact our support team to submit requests by sending an email to [support@boox.com](mailto:support@boox.com). After verifying the user's identity, we will respond to the user's request.

#### **9.Information on how the user may retrieve the data**

Users can delete their data directly on the device.

Additionally, users may contact our support team to submit requests by sending an email to [support@boox.com](mailto:support@boox.com). After verifying the user's identity, we will respond to the user's request.

#### **10.Information on your terms of use**

<https://eur.boox.com/#/agreement>

#### **11.Information on the quality of the service**

We will utilize the Object Storage Service from our cloud service provider to support the construction of our servers.

Our devices are integrated with third-party cloud storage services. third-party cloud storage service include OneDrive, Dropbox, Evernote, Zotero, WebDAV, Google Drive, Readwise, OneNote.

For additional information about third-party service providers, please refer to our privacy policy: <https://eur.boox.com/#/privacy>

## **12. Identity of the data holder; Means of communication with the data holder**

Onyx International Inc., located at Room 101, Building 4, No.202 Shiyu Road, Nansha District, Guangzhou, Guangdong Province, China, is “the data holder” when we collect and use users personal data.

Users may contact us for data protection concerns, and to exercise their rights under applicable law, as follows:

- file a request by sending an email to [support@boox.com](mailto:support@boox.com).
- file a request by mail to our Data Controller Representative in the European Union with the address: 205 Aribau St,5th floor, E-08021 BARCELONA, SPAIN.

## **13. Information on how the user can request that the data is shared with a third party**

First, users can independently access and export their personal data by operating the device. The exported data (such as user notes) can be imported into third-party devices.

## **14. Right to lodge a complaint**

User may contact us at [support@boox.com](mailto:support@boox.com) for questions or to exercise their rights

Under EU Data Act, users are entitled to file complaints with the competent authority, if they feel that we have infringed their rights under EU Data Act.

## **15. Information on trade secrets**

When facilitating data access or portability, We apply appropriate technical and organisational measures to safeguard the confidentiality of trade secrets and other sensitive information, as required by Article 4 of the EU Data Act.

Data will only be shared or disclosed upon Customer instruction or where required by applicable law.

## **16. The duration of the contract between the user and the perspective data user**

As the data user, the data access contract relationship between the user and us remains in effect during the period the user uses this device and related services. The aforementioned contract relationship is governed by the User Agreement and Privacy Policy between the user and us. This relationship will terminate when the user ceases using our device or services and deletes the user account.