

## ESP-Recorder Privacy Policy

Espressif Systems (Shanghai) Co., Ltd. (hereinafter referred to as “Espressif” or “We”), as the developer and operator of ESP-Recorder (hereinafter referred to as “the software”), attaches importance to the protection of users’ personal information. In view of this, Espressif formulates the ESP-Recorder Privacy Policy (hereinafter referred to as “the Policy”) and reminds users to read the Policy carefully and understand it correctly before accessing or using the software and services so that appropriate choices can be made based on reasonable judgment.

**Before reading, please be informed that:**

This Policy is applicable to the software and services. If you have any concerns about the Policy, contact and consult Espressif according to Article 10 hereof. **If you disagree with any of the terms in this Policy, you should stop using the software and services immediately. If you are a minor under the age of 14, please carefully read and fully understand the Policy accompanied by your parents or other guardians (hereinafter referred to as “Guardians”), and use the software and services with their consent. Once you start to use the software and services or continue to use them after Espressif updates the Policy from time to time, it indicates that you agree and accept all the contents of the Policy (including its updated version), and agree that Espressif may collect, use, process, transfer, store and share your relevant information in accordance with the Policy and applicable laws and regulations.**

## Catalog

1	Information Espressif May Collect .....	3
2	Purposes Of Information Collection And Use Rules .....	4
3	Sharing, Assignment And Disclosure Of Information .....	4
4	Information Security Protection.....	6
5	Management Of Personal Information By Users .....	6
6	Protection Of Minors' Information.....	7
7	Exemption Clauses .....	7
8	Scope Of Application Of The Policy .....	7
9	Modification And Notices.....	7
10	Contact Espressif.....	7

## **1 Information Espressif May Collect**

In order to provide a better user experience of the software and services, Espressif may collect the following information from users while ensuring their accounts are secure and their relevant legitimate rights and interests are protected.

### **1.1 Personal Information**

When you register and log in to the software to use the functions or experience services, you will need to create an account with your mobile phone number or email address. To use the software's functions, you may be required to provide the relevant Internet identification information (such as name, gender, date of birth, nation, language, etc.). **Mobile phone number, name, date of birth and some other relevant information are sensitive, and we will only collect such information to meet the requirements of the Internet real-name system in accordance with relevant applicable laws and regulations, provide more protection to the security of users' accounts, and facilitate the verification and retrieval of users' accounts (if necessary). If you refuse to provide the aforementioned information, you may not be able to use part or all of the functions of the software and services.**

With the continuous promotion of the software's functions, the audio you submit and approved after evaluation process by Espressif may be rewarded by issuing user scores to you (the use rules of user scores shall be subject to the relevant instructions of the software) or bring you some income/remuneration (not necessary). At that time, you may need to provide your identity and account information (including but not limited to ID name, ID number, bank account information, etc.) for ID verification to assist Espressif in performing its obligations to pay your income/remuneration (if any) in compliance with the proper use of the software under relevant laws and regulations, the Policy, the ESP-Recorder User Agreement (including their updated version) and other relevant agreements. **Some of the aforementioned information is sensitive personal information which you can refuse to provide. By refusing to provide the information, you may not be able to access certain functions and/or services and may be limited only to the use of basic functions and/or services of the software.**

### **1.2 Device Information**

When you use Espressif's products and/or services, Espressif will collect information about the devices you use, including but not limited to the device name, model, ID code, operating system and application version, language settings, resolution, etc., to maintain the normal operation of products and/or services.

### **1.3 Camera, Photo, Microphone, Bluetooth and Other Relevant Accesses**

**When you upload pictures, change avatars, record audio and make other relevant operations, we will ask your authorization to cameras, photos, microphones, Bluetooth and etc.. The above information is sensitive and we will only use it under your consent. You will not be able to access relevant services by refusing to provide this kind of information. However, this will not affect the normal use of basic functions and/or services of the software.**

### **1.4 Location Information**

Location information refers to the location information collected from you when you enable the device location function and use the relevant services provided by Espressif based on your location (if any). If you do not want your location to be accessed, you can choose to disable the relevant functions of the device/product and/or services. If you refuse to authorize access to geographic location information, you will not be able to use relevant services. However, this will not affect the normal use of other basic functions and/or services of the software.

### **1.5 Log Information**

When you are using Espressif's products and/or services, whereby the system may collect some information through cookies or other similar carriers, and store them on the server log automatically. For example, the task list information and content details you browse when using Espressif's products and/or service; user habits statistics, such as the times you use some keys and keywords for retrieving information when using the relevant services of the software.

### **1.6 Other information collected with your consent (if any).**

**Reminder: User's authorization will not be enabled by default. It will be obtained under users' express consent, for example, the user takes the initiative to click the accept/agree button. Meanwhile, obtaining an authorization from a user does not mean that we will necessarily collect the user's information; moreover, the authorization of a user's sensitive information we have**

**obtained will only be used to a necessary extent. The user can view/set/modify corresponding accesses through the device system.**

## **2 Purposes of Information Collection and Use Rules**

**Espressif may use the information collected for the following purposes:**

- 2.1 When Espressif provides products and/or services, we may use such information for identity authentication, software functions realization, security protection, and the filing and backup, etc., to ensure the practicability and safety of products and/or services.
- 2.2 Promoting Espressif's products and/or services to improve users' experience. For example, Espressif may, for the reasonable needs of providing/promoting products and/or services, obtain other information from you, including but not limited to the relevant information you provide when you contact Espressif, the questionnaire replies you send to Espressif when you participate in questionnaire surveys, as well as information obtained by Espressif under mutual interaction (if any).
- 2.3 Assist Espressif in designing new products and/or services. For example, Espressif may invite users to participate in user experience improvement programs when providing some products and/or services. Espressif will gather statistics on the use of various functions of products and/or services of users who participate in such programs as needed, improve the quality of products and/or services by analyzing statistical data, and then launch innovative products and/or services that are helpful to users. If you do not want to participate in the programs, you may choose to disable relevant functions of the products and/or services.
- 2.4 Other purpose as approved by you.

### **2.5 Rules for the Use of Your Personal Information:**

- 2.5.1 Espressif will use the collected information in accordance with the Policy and for the purpose of realizing functions of Espressif's products and/or services.
- 2.5.2 Please note that the personal information you provide when using Espressif's products and/or services will continue to be authorized to Espressif during your use of Espressif's products and/or services unless you delete such information or set the system or the software to refuse Espressif to further collect such information. When you cancel your account, Espressif has the right to stop using and delete your personal information (apart from the audio for which you have submitted and approved by Espressif, no matter whether the audio is paid or not by its sole discretion).
- 2.5.3 In general, Espressif will keep your personal information for the shortest time necessary to achieve the purposes described in the Policy during your use of products and / or services, unless otherwise specified by relevant applicable laws and regulations.
- 2.5.4 Espressif will gather statistics on the use of products and/or services, and may share these statistics with the public or third parties to display the overall use trends of Espressif's products and/or services. However, these statistics shall not contain any of your identification information. For the relevant information processing rules, please refer to the next section "Sharing, Assignment and Disclosure of Information".
- 2.5.5 When Espressif intends to use your personal information for purposes other than those specified herein or use the information collected beyond specific purposes, we will obtain your additional explicit authorization, which will be reflected in announcements, agreements, software updates and etc.

## **3 Sharing, Assignment and Disclosure of Information**

### **3.1 Sharing of Information**

**3.1.1 Espressif will not share your information with any other companies, organizations or individuals in any unnecessary situations, except under the following circumstances:**

- (a) Espressif has obtained your express prior consent or authorization;
- (b) When required by applicable laws and regulations, administrative or judicial or other authorities, and Espressif will carefully review all requests to ensure that they have a legal basis, and shall only provide information requested by relevant authorities for specific investigation purposes. It is also necessary to analyze similar requests by these authorities in reality and the relevant case-law;

- (c) When it is necessary to protect the interests, property and safety of Espressif or Espressif's partners, you or other Espressif's users or the public from harm within the scope permitted by applicable laws and regulations;
- (d) Only by sharing your information can the basic functions of Espressif products be realized or the services you need be met;
- (e) To handle your issues or disputes with others at your request;
- (f) When it is provided in accordance with the relevant agreements (including but not limited to electronic agreements signed online and corresponding platform rules) signed by you or other documents;
- (g) To be used based on academic research;
- (h) When it is used for social and public interests in accordance with applicable laws and regulations.

3.1.2 Espressif may share your personal information with its related parties. However, Espressif will only share the personal information to the extent necessary and shall be bound by the Policy. If the related parties of Espressif intend to change the purpose or the processing methods of the use of your personal information, we will ask your prior authorization and consent again.

3.1.3 Espressif may share your information with third parties to ensure the completion of the services provided to you for the purposes under this policy. Such third parties include but not limited to:

- a) Service providers. We may engage third party service providers who perform certain business functions on our behalf. For example, logistics service providers for the delivery of gifts to our users and IT service providers for cloud hosting services or data processing.

3.1.4 Espressif may only share your information with other companies, organizations and individuals in compliance with applicable laws and regulations, implementation or application of the Policy and relevant Agreements for the use of the software, or to protect the personal information security, property security and other legitimate rights and interests of Espressif, you or other Espressif's users.

3.1.5 For companies, organizations and individuals with whom Espressif shares your personal information, Espressif will demand them to abide by the confidentiality agreements and require them to process the information in a safe manner in accordance with Espressif's instructions, the Policy and other relevant confidentiality agreements. Espressif will require these third parties to adhere to at least the same level of privacy protection as set out in this Policy.

### **3.2 Transfer of Information**

**Espressif may transfer your personal information to any companies, organizations or individuals under the following circumstances:**

- 3.2.1 Espressif has obtained your express prior consent or authorization;**
- 3.2.2 To be provided as necessary when required by applicable laws and regulations, administrative or judicial or other authorities;**
- 3.2.3 When it is provided in accordance with the relevant agreements (including but not limited to electronic agreements signed online and corresponding platform rules) signed by you or other documents;**
- 3.2.4 If the merger, acquisition, asset transfer or similar transaction involves the transfer of personal information, Espressif will inform you of the name and contact information of the recipient, and require the recipient succeeding to obtain your personal information to continue to be bound by the Policy. Otherwise, if the recipient changes the original purpose and processing of your personal information, Espressif will require the recipient to obtain your consent or authorization separately.**

### **3.3 Disclosure of Information**

Espressif will only publicly disclose your personal information under the following circumstances with safety protection measures in accordance with industrial practice:

- 3.3.1 To be disclosed by Espressif with your consent or authorization;
- 3.3.2 For you to use public sharing functions;

- 3.3.3 To disclose your personal information according to laws and regulations, administrative, judicial or other authorities. When Expressif receives the above request for information disclosure, Expressif will require qualified authorities to present corresponding legal documents in compliance with relevant laws and regulations. Expressif will carefully review all requests to ensure that they have a legal basis, and shall only provide information requested by relevant authorities for specific investigation purposes;
- 3.3.4 In case of emergency, for the purpose of protecting the legitimate rights and interests of you, Expressif and other users, or for public safety and interests;
- 3.3.5 Comply with the user agreement or other similar agreements of Expressif-related products and/or services.

#### **4 Information Security Protection**

- 4.1 Technical measures for data security: Expressif will take security protection measures in line with industrial standards, including but not limited to establishing reasonable systems and specifications to prevent unauthorized access, use and modification of your personal information and avoid data damage or loss; Expressif will use security technologies and procedures to detect and record Internet operation statuses and Internet security events, and shall take necessary technical measures to ensure online security to prevent the loss, improper use, unauthorized access or disclosure of information. For example, for some services, Expressif will use encryption technology to protect your personal information. **However, please understand that due to the existence of technical limitations and potential malicious means, it is not possible to always keep information 100% secure in the Internet industry, even though security measures are enhanced as much as possible. You must understand that the system and communication network you use to access Expressif's products and/or services may undergo an error because of factors that are out of our reasonable control.**
- 4.2 Expressif only allows employees and partners who need to know the user's relevant information to access the personnel information of users, and has set up a strict access control and monitoring mechanism for this purpose. Expressif also requires all personnel who may have access to your personal information to perform their corresponding confidentiality obligations.
- 4.3 The Internet is by no means an absolutely safe environment. It is hard to say whether the methods used to communicate with other users, such as email, instant messaging and social media, are encrypted or not. Expressif suggests that you set a complex password when using such tools and pay attention to the safety of your personal information.
- 4.4 Security incident handling: in order to respond to the risks that users may encounter with personal information disclosure, damage and loss, Expressif will launch security plans for different security incidents, prevent losses in a timely manner, analyze, formulate remedial measures, and actively cooperate with relevant responsible departments to trace the root causes, and fight against risks. Meanwhile, Expressif will, according to the requirements of laws and regulations, inform you of the basic situation of the safety event and possible influences in a timely manner, the measures Expressif has already taken or is going to take, suggestions for you to independently prevent, control and reduce risks, solutions you can take, etc., Expressif will also inform you of the relevant information of the events by means of email, paper correspondence, phone calls or push notifications. When it is difficult to notify each individual concerned one by one, Expressif will make an announcement in a reasonable and effective manner. At the same time, Expressif will take the initiative to report the disposal of personal information security incidents as required by the regulatory authorities.

#### **5 Management of Personal Information by Users**

- 5.1 You have the right to access, modify and delete your personal information; however, the modification or deletion of relevant information may affect your use of the relevant products and/or services or the realization of their functions. These rights and their use can be exercised through the "problem feedback" or "frequently asked questions" area of the software.
- 5.2 You have the right to change the scope of your authorization or withdraw your authorization for Expressif to continue collecting your personal information by deleting information, disabling device functions, using privacy settings in the software, etc.; you can also withdraw all your authorization by canceling your account. Please understand that if certain functions of the software require specific user information while you withdraw your consent or authorization,

Espressif will be unable to continue providing you with corresponding services and/or functions of the products, nor will Espressif process your personal information anymore. However, your decision to change or withdraw consent or authorization will not affect the processing of personal information already conducted by Espressif.

- 5.3 You can also directly apply to cancel accounts by meeting the relevant agreed conditions. After cancellation, Espressif will stop providing you with products and/or services. Unless otherwise stipulated in laws and regulations, the Policy and ESP-Recorder User Agreement, Espressif will delete your personal information.
- 5.4 Espressif will take appropriate technical methods to ensure that you can query, supplement, modify or delete your personal information, or do so by applying to Espressif through the feedback or complaint channels provided by Espressif related products and/or services. After receiving your application, Espressif will handle it according to the procedure (for example, Espressif may require you to provide relevant certificates to confirm your identity).

## **6 Protection of Minors' Information**

- 6.1 Espressif attaches great importance to the protection of minors' personal information, and will protect minors' personal information in accordance with applicable laws and regulations.
- 6.2 For the collection of minors' personal information by using Espressif's products or services with the consent of the guardians, Espressif will only use, share, transfer or disclose this information when necessary under the Policy.
- 6.3 If Espressif find the collection of the minors' personal information without the prior consent of the verifiable guardians, we will try to delete it as soon as possible after verification.
- 6.4 Guardians shall bear the primary responsibility for protecting minors' rights of privacy.

## **7 Exemption Clauses**

**In addition to the exemptions listed herein, Espressif shall not be liable for the following situations:**

- 7.1 **Any disclosure, loss, misappropriation or tampering of personal data caused by your improper use like sharing your password or account with others;**
- 7.2 **Any disclosure, loss, misappropriation or tampering of personal data caused by force majeure that affects the regular operations of the Network Service, such as hacking, intrusion of computer viruses, government regulations and etc.;**
- 7.3 **Any personal information disclosure that is caused by other websites linked with Espressif, causing any legal disputes and consequences thereof;**
- 7.4 **Personal information disclosure and corresponding legal disputes and consequences arising therefrom not caused by Espressif.**

## **8 Scope of Application of the Policy**

- 8.1 The Policy shall apply to ESP-Recorder.
- 8.2 **The Policy only applies to the personal information collected by Espressif, and does not apply to the products and/or services provided by any third party or the information use rules of the third party. For example, the information collected by third party's products and/or services (including any third-party websites) through Espressif's products and/or services does not apply to the Policy. Espressif shall bear no liability for any third party's use of the information provided by you.**

## **9 Modification and Notices**

To continuously improve the software and relevant services, Espressif will revise the terms of the Policy from time to time and we will release the revised version in a timely and appropriate manner, including but not limited to notification, pop-up window, and other appropriate forms, so that you can understand it in time. If you continue using Espressif's products and/or services, it shall indicate that you agree to be bound by the revised Policy.

## **10 Contact Espressif**

If you have any complaints, suggestions or questions about the software and services, you can query or submit them through the "problem feedback" or "frequently asked questions" area of the software. Alternatively, you can also contact our data protection officer at

[singapore\\_dpo@espressif.com](mailto:singapore_dpo@espressif.com) (for Singapore only) and [legal@espressif.com](mailto:legal@espressif.com) (for the rest of the world).

We will review or reply to the contents or questions involved after verifying your user identity, so as to give you timely and effective feedback within a reasonable time limit.