



E Ink Website and Social Media Terms of Use

LAST UPDATED: *09 January 2019*

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By Mail: No. 3, LiHsin 1st Rd., Hsinchu Science Park, Hsinchu 300, Taiwan R.O.C.

By Email: compliance@eink.com

For your complaint to be valid under the DMCA, you must provide all of the following information when providing notice of the claimed copyright infringement:

- a. A physical or electronic signature of a person authorized to act on behalf of the copyright owner;
- b. Identification of the copyrighted work claimed to have been infringed;
- c. Identification of the material that is claimed to be infringing or to be the subject of the infringing activity, and that is to be removed or access to which is to be disabled, as well as information reasonably sufficient to permit E Ink to locate the material;
- d. Information reasonably sufficient to permit E Ink to contact the copyright owner, such as an address, telephone number, and, if available, an electronic mail address;
- e. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
- f. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

For more details on the information required for valid notification, see 17 U.S.C. 512(c)(3).

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 - ii. Any material that would give rise to criminal or civil liability; that contains or promotes violence, drug use, illegal gambling or other criminal activity; that encourages conduct that constitutes a criminal offense; or that encourages or provides instructional information about illegal activities or activities such as "hacking," "cracking," or "phreaking."
 - iii. Any virus, worm, Trojan Horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.
 - iv. Any unsolicited or unauthorized advertising, promotional material, "junk mail," "spam," "chain letter," "pyramid scheme" or investment opportunity, or any other form of solicitation.
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Additionally, you acknowledge and agree that you (and not E Ink) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, and services needed to access and use E Ink Websites, and paying all charges related thereto.

7. Monitoring; Removal of Submissions

You acknowledge and agree that we reserve the right (but have no obligation) to do one or all of the following, at our sole discretion:

- a. evaluate User Content before allowing it to be posted on E Ink Websites, Official Forums, and Official Social Media Accounts;
- b. monitor User Content;
- c. alter, remove, reject, or refuse to post or allow to be posted, without notice to you, any User Content, for any reason or for no reason whatsoever; provided, however, that we shall have no obligation or liability to you for failure to do so or for doing so in any particular manner;
- d. terminate accounts on or prohibit access to E Ink Websites, Official Forums, and Official Social Media Accounts; and/or
- e. disclose any User Content, and the circumstances surrounding its transmission, to any third party in order to
 - i. operate E Ink Websites, Official Social Media Accounts, and Official Forums;
 - ii. protect E Ink, the Affiliated Entities, and their respective employees, officers, directors, shareholders, agents, and representatives, and users and visitors on E Ink Websites;

- iii. comply with legal obligations or governmental requests;
 - iv. enforce these Terms of Use;
 - v. for any other reason or purpose consistent with applicable law and these Terms of Use.
- f. Investigate an allegation that communications do not conform to the Terms of Use and determine in its sole discretion to remove or request the removal of the communication(s);
 - g. Remove communications that are abusive, illegal, or disruptive, or that otherwise fail to conform to these Terms of Use;
 - h. Terminate a user's access to the social media areas and/or the Site upon any breach of these Terms of Use; or
 - i. Monitor or disclose any communication in the social media areas of the Site.

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9. Accuracy of Information You Submit

You may be permitted to or asked to submit information to E Ink Websites, Official Forums, and Official Social Media Accounts. You expressly represent and warrant: (a) that you have the authority to provide E Ink with all such information; (b) that all such information may be used by E Ink; (c) that all such information shall be true, accurate, and complete; and (d) that you will maintain and update such information as needed, such that the information remains true, accurate and complete. You agree that if any information you provide is false, inaccurate, obsolete or incomplete, we may terminate your access to or use of E Ink Websites, Official E Ink Forums, and Official Social Media Accounts.

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To the extent that you choose to register for an account on any E Ink Website, you will have a password-protected account with us upon completing the registration process. You are responsible for maintaining the confidentiality of your password, and, except where E Ink or a third party have violated their statutory or other obligations, you are fully responsible for all activities that occur under your account and password. You agree to immediately notify us of any unauthorized use of your password or account or any other breach of security. E Ink and its subsidiaries cannot and will not be liable for any loss or damage arising from your failure to comply with this provision.

Without prejudice to E Ink's statutory obligations to keep your personal data secure, you are responsible for ensuring that no unauthorized person shall have access to your password(s) or account(s). It is your responsibility to (1) control the dissemination and use of your passwords; (2) authorize, monitor, and control (a) access to, and (b) use of your E Ink account(s) and password(s) and (3) promptly inform E Ink if you wish to deactivate your password(s). E Ink cannot and does not assume any responsibility or liability for any information you submit to E Ink Websites, or for your use or misuse of information transmitted or received using E Ink Websites.

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