

法律声明及隐私权政策

最近更新日期：2023 年 2 月 16 日 生效日期：2023 年 2 月 16 日

提示条款

您的信任对我们非常重要，我们深知用户信息安全的重要性，我们将按照法律法规要求，采取安全保护措施，保护您的用户信息安全可控。鉴于，甲光通信云网站（或简称“我们”）制定本《法律声明及隐私权政策》（以下或简称“声明和政策”）并提醒您：**在使用甲光通信云网站的各项服务前，请您务必仔细阅读并透彻理解本《法律声明和隐私权政策》，在确认充分理解并同意后方使用相关产品和服务。一旦您开始使用甲光通信云网站的服务，将被视为对本声明和政策内容的接受和认可。**

如对本声明和政策内容有任何疑问、意见或建议，您可通过工单或邮件与我们联系。

定义

甲光通信云网站：指甲光通信网站（域名为：www.IoT-OTDR.com）以及甲光通信客户端（如 APP）。

用户信息：指您提交的或者甲光通信云网站收集的用户会员类信息，如姓名、联系方式等。具体详见隐私权政策第二条所述的信息。

业务数据：不同于用户信息，是指甲光通信云网站的用户利用甲光通信云网站的服务上传、下载、分发等通过甲光通信云网站的技术服务处理的数据。

法律声明

一、权利归属

1.1. 甲光通信云网站的 Logo, “IoT OTDR”等文字、图形及其组合，以及甲光通信云网站的其他标识、徽记、甲光通信云网站服务的名称等为甲光通信及其关联公司在中国和其他国家的注册商标。未经甲光通信云网站书面授权，任何人不得以任何方式展示、使用或做其他处理（包括但不限于复制、传播、展示、镜像、上传、下载），也不得向他人表明您有权展示、使用或做其他处理。

1.2. 甲光通信云网站所有的产品、服务、技术与所有程序（以下或简称“技术服务”）的知识产权均归属于甲光通信云网站或归其权利人所有。

1.3. 除非甲光通信云网站另行声明，甲光通信云网站拥有在网站内发布文档等信息（包括但不限于文字、图形、图片、照片、音频、视频、图标、色彩、版面设计、电子文档）的所有权利（包括但不限于版权、商标权、专利权、商业秘密和其他所有相关权利）。未经甲光通信云网站许可，任何人不得擅自使用如上内容（包括但不限于通过程序或设备监视、复制、转播、展示、镜像、上传、下载甲光通信云网站内的任何内容）。被授权浏览、复制、打印和传播属于甲光通信云网站内信息内容的，该等内容都不得用于商业目的且所有信息内容及其任何部分的使用都必须包括此权利声明。

二、责任限制

2.1. 用户在甲光通信云网站的产品发布，自行上传、提供、发布相关信息，包括但不限于用户名称、公司名称、联系人及联络信息，相关图片、资讯等，该等信息均由用户自行提供，甲光通信云网站的用户须对其提供的任何信息依法承担全部责任。

2.2. 甲光通信云网站上转载作品（包括论坛内容）出于传递更多信息之目的，并不意味甲光通信云网站赞同其观点或证实其内容的真实性。

2.3. 甲光通信云网站在此提示，您在使用甲光通信云网站服务期间应当遵守中华人民共和国的法律，不得危害网络安全，不得利用甲光通信云网站的服务从事他人侵犯名誉、隐私、知识产权和其他合法权益的活动。尽管有前述提示，甲光通信云网站不对您使用服务的用途和目的承担任何责任。

三、知识产权保护

我们尊重知识产权，反对并打击侵犯知识产权的行为。任何组织或个人认为甲光通信云网站的网页（含 www.IoT-OTDR.com 网页内容以及客户端页面）内容（如发布产品、云市场服务商发布的商品信息等）可能侵犯其合法权益的，可以通过向甲光通信云网站提出书面权利通知，甲光通信云网站将在收到知识产权权利人合格通知后依法尽快处理。

隐私权政策

甲光通信云网站（以下或称为“我们”）尊重并保护用户信息，并且将以高度勤勉和审慎的义务对待这些信息。在您使用了甲光通信云网站提供的服务时，我们将按照本隐私权政策收集、处理及披露您的信息。我们希望通过本隐私

权政策向您清晰地介绍我们对您信息的处理方式，因此我们建议您完整地阅读本隐私权政策，以帮助您了解维护自己隐私权的方式。

如果您有任何疑问、意见或建议，请通过甲光通信云网站提供的各种联系方式与我们联系。

本政策将帮助您了解以下内容：

- 一、本协议的适用范围
- 二、我们如何收集和使用您的用户信息
- 三、我们如何共享、转让、公开披露您的用户信息
- 四、用户业务数据和公开信息
- 五、您如何管理您的用户信息
- 六、我们如何保护和保存您的用户信息
- 七、未成年人用户信息的特别约定
- 八、隐私权政策的更新
- 九、如何联系我们

一、本协议的适用范围

1.1. 本隐私权政策适用于甲光通信云网站所有服务。服务包括向您提供页面浏览、网站登录服务，以及通过甲光通信云网站向您提供的技术服务。

1.2. 本隐私权政策不适用于其他第三方向您提供的服务。例如，云市场上的服务商依托云市场向您提供服务时，您向服务商提供的信息不适用本隐私权政策。

1.3. 需要特别说明的是，作为甲光通信云网站的用户，若您利用甲光通信云网站技术服务，为您的用户再行提供服务，因您的业务数据属于您所有，您应当另行与您的用户约定隐私权政策。

二、我们如何收集和使用您的用户信息

（一）我们收集您的用户信息的情形

2.1. 帮助您成为我们的会员

2.1.1. 当您在甲光通信云网站创建账户时，您须向我们提供会员名，设置、确认您的登录密码，提供您在中华人民共和国境内手机号码。您提交的手机号码用于您注册、登录、绑定账户、密码找回时接受验证码，并且作为您与甲光通信云网站指定的联系方式之一，用来接受相关业务通知（如新品上线、服务变更等）。

2.1.2. 在您注册完成甲光通信云网站账户，根据不同的渠道、终端和厂家，甲光通信云网站可能会利用如上方式向您推广、宣传产品、邮寄业务通知（含账单）或与您进行业务沟通。

2.1.3. 在您注册完成甲光通信云网站账户后，您需在账号的管理控制台提交联系人信息，包括您指定联系人的邮箱、手机号码以及联系人的职位。

2.2. 向您提供技术服务

2.2.1. 根据中华人民共和国法律，在您使用具体的技术服务时，您应通过您的账号提供您的真实身份信息。您通过甲光通信云网站账号提供真实身份信息的，甲光通信云网站为您提供了多种方式以协助您提供信息，您应根据您的身份属性选择适合的方式。

2.2.2. 在您使用服务过程中我们会收集以下的信息：

2.2.2.1. 设备信息：我们会根据您在软件安装及使用中授予的具体权限，接收并记录您所使用的设备相关信息（例如设备型号、操作系统版本、设备设置、唯一设备标识符等软硬件特征信息）、设备所在位置相关信息（例如 IP 地址、GPS 位置以及能够提供相关信息的 Wi-Fi 接入点、蓝牙和基站等传感器信息）。我们可能会将前面两类信息进行关联，以便我们能在不同设备上为您提供一致的服务。

2.2.2.2. 日志信息：当您使用我们的网站或客户端提供的服务时，我们会自动收集您对我们服务的详细使用情况，作为有关网络日志保存。例如您的搜索查询内容、IP 地址、浏览器的类型、电信运营商、使用的语言、访问日期和时间及您访问的网页记录等。

2.2.2.3. 用户账户的支持信息：基于您使用甲光通信云网站服务而产生的用户的咨询记录、报障记录和针对用户故障的排障过程（如一键报修、远程协助记录），甲光通信云网站将通过记录、分析这些信息以便更及时响应您的帮助请求，以及用于改进服务。

2.2.3. 我们在向您提供业务功能或具体服务时，我们会按照本政策以及相应的产品服务协议的约定收集、使用、存储、对外提供及保护您的用户信息；超出本政策以及相应的产品

服务协议约定收集您的用户信息的，我们会另行向您说明信息收集的范围与目的，并征得您的同意后方收集提供相应服务所必要的您的信息；如您选择不提供前述信息，将会影响到您使用相应产品，但不会影响您使用网站基本功能和其他产品。

（二）我们使用您的用户信息的情形

2.3. 我们出于如下目的，使用您提交以及我们收集的用户信息：

2.3.1. 为了向您提供服务，我们会向您发送信息、通知或与您进行业务沟通，包括但不限于为保证服务完成所必须的验证码、使用服务时所必要的推送通知；

2.3.2. 为了维护、改进服务，向您提供更符合您个性化需求的信息展示，我们可能将来自甲光通信云网站某项服务的用户信息与来自其他项服务的信息结合起来，做出特征模型并进行用户画像，向您展示、推送信息和可能的商业广告，包括但不限于关于甲光通信云网站产品的新闻以及市场活动及优惠促销信息、甲光通信云网站合作第三方的推广信息，或其他您可能感兴趣的内容。如果您不想接收我们给您发送的商业性电子信息，您可通过短信提示回复退订或根据信息中提供的退订方式予以退订；

2.3.3. 我们可能以用户信息统计数据为基础，设计、开发、推广全新的产品及服务；我们会对我们的服务使用情况进行统计，并可能会与公众或第三方分享这些统计信息，但这些统计信息不包含您的任何身份识别信息；

2.3.4. 为提高您使用我们及我们关联公司、合作伙伴提供服务的安全性，确保操作环境安全与识别账号异常状态，保护您或其他用户或公众的人身财产安全免遭侵害，更好地预防钓鱼网站、欺诈、网络漏洞、计算机病毒、网络攻击、网络侵入等安全风险，更准确地识别违反法律法规或甲光通信云网站相关协议、规则的情况，我们可能使用您的会员信息、并整合设备信息、有关网络日志以及我们关联公司、合作伙伴合法分享的信息，来判断您账户及交易风险、进行身份验证、安全事件的检测及防范，并依法采取必要的记录、审计、分析、处置措施；

2.3.5. 如超出收集用户信息时所声称的目的，或者在超出具有直接或间接合理关联的范围使用用户信息前，我们会再次向您告知并征得您的明示同意。

三、我们如何共享、转让、公开披露您的用户信息

3.1. 共享

我们不会与其他组织和个人共享您的用户信息，但以下情况除外：

3.1.1. 在获取明确同意的情况下共享：获得您的明确同意后，我们会与其他方共享您的用户信息；

3.1.2. 在法定情形下的共享：我们可能会根据法律法规规定、诉讼、仲裁解决需要，或按行政、司法机关依法提出的要求，对外共享您的用户信息；

3.1.3. 为了促成交易或协助解决争议，某些情况下只有共享您的用户信息，才能促成交易或处理您与他人的纠纷或争议，例如，在云市场上创建的某一交易中，如交易任何一方履行或部分履行了交易义务并提出信息披露请求的，甲光通信云网站有权决定向该用户提供其交易对方的联络方式等必要信息，以促成交易的完成；

3.1.4. 与授权合作伙伴共享：我们可能委托受信赖的合作伙伴来提供服务，因此我们可能会与合作伙伴共享您的某些用户信息，以提供更好的客户服务和优化用户体验。我们仅会出于合法、正当、必要、特定、明确的目的共享您的用户信息，并且只会共享提供服务所必要的用户信息。我们的合作伙伴无权将共享的用户信息用于任何其他用途。目前，我们的授权合作伙伴包括如下类型：供应商、服务提供商和其他合作伙伴。我们将信息发送给支持我们业务的供应商、服务提供商和其他合作伙伴，这些支持包括提供基础技术服务、提供咨询、分析等专业服务。

对我们与之共享用户信息的公司、组织和个人，我们会与其签署严格的保密协议以及信息保护约定，要求他们按照我们的说明、本隐私权政策以及其他任何相关的保密和安全措施来处理用户信息。

3.2. 转让

我们不会将您的用户信息转让给任何公司、组织和个人，但以下情况除外：

3.2.1. 在获取明确同意的情况下转让：获得您的明确同意后，我们会向其他方转让您的用户信息；

3.2.2. 在甲光通信云网站与其他法律主体者发生合并、收购或破产清算情形，或其他涉及合并、收购或破产清算情形时，如涉及到用户信息转让，我们会要求新的持有您用户信息的公司、组织继续受本政策的约束，否则我们将要求该公司、组织和个人重新向您征求授权同意。

3.3. 公开披露

我们仅会在以下情况下，公开披露您的用户信息：

3.3.1. 获得您明确同意或基于您的主动选择，我们可能会公开披露您的用户信息；

3.3.2. 或为保护甲光通信云网站及其关联公司用户或公众的人身财产安全免遭侵害，我们可能依据适用的法律或甲光通信云网站相关协议、规则披露关于您的用户信息。例如，若您作为云市场服务商销售假货或盗版商品，我们可能会公开披露您的店铺主体信息与处罚情况。

3.4. 共享、转让、公开披露用户信息时事先征得授权同意的例外

以下情形中，共享、转让、公开披露您的用户信息无需事先征得您的授权同意：

3.4.1. 与国家安全、国防安全有关的；

3.4.2. 与公共安全、公共卫生、重大公共利益有关的；

3.4.3. 与犯罪侦查、起诉、审判和判决执行等有关的；

3.4.4. 出于维护您或其他个人的生命、财产等重大合法权益但又很难得到本人同意的；

3.4.5. 您自行向社会公众公开的个人信息；

3.4.6. 从合法公开披露的信息中收集个人信息的，如合法的新闻报道、政府信息公开等渠道。

四、用户业务数据和公开信息

不同于您的用户信息，对于用户业务数据和公开信息，甲光通信云网站将按如下方式处理：

4.1. 用户业务数据

4.1.1. 您通过甲光通信云网站提供的服务，加工、存储、上传、下载、分发以及通过其他方式处理的数据，均为您的用户业务数据，您完全拥有您的用户业务数据。甲光通信云网站作为云服务提供商，我们只会严格执行您的指示处理您的业务数据，除按与您协商一致或执行明确的法律法规要求外，不对您的业务数据进行任何非授权的使用或披露。

4.1.2. 您应对您的用户业务数据来源及内容负责，甲光通信云网站提示您谨慎判断数据来源及内容的合法性。因您的用户业务数据内容违反法律法规、部门规章或国家政策而造成的全部结果及责任均由您自行承担。

4.1.3. 根据您与甲光通信云网站协商一致，甲光通信云网站在您选定的数据中心存储用户业务数据。甲光通信云网站恪守对用户的安全承诺，根据适用的法律保护用户存储在甲光通信云网站数据中心的数据。

4.2. 公开信息

4.2.1.公开信息是指您公开分享的任何信息,任何人都可以在使用和未使用甲光通信云网站服务期间查看或访问这些信息。例如您在甲光通信云网站开发者论坛发布的信息。

4.2.2.为使用甲光通信云网站服务,可能存在您必须公开分享的信息。例如云市场为构建诚信交易环境,您的信用评价信息(星级、客户评价)需要被公开分享。若您是服务商(卖家),您应当根据适用的法律法规和云市场规则的要求,公开分享企业或者自然人经营者的相关信息。

4.2.3.在使用云市场进行交易时,您不可避免的要向交易对方或潜在的交易对方披露自己的个人信息,如联络方式或者邮政地址。请您妥善保护自己的个人信息,仅在必要的情形下向他人提供。您也可以通过我们的服务建立联系和相互分享。当您通过我们的服务创建交流、交易或分享时,您可以自主选择沟通、交易或分享的对象,作为能够看到您的联络方式、交流信息或分享内容等相关信息的第三方。如您发现自己的个人信息泄漏,尤其是您的账户或密码发生泄露,请您立即联络甲光通信云网站,以便甲光通信云网站采取相应措施。

五、您如何管理您的用户信息

5.1.您可以登录甲光通信云网站使用您提交的基本业务信息(基本资料)和联系人信息。

5.2.在以下情形中,您可以向我们提出删除用户信息的请求:

5.2.1.如果我们处理用户信息的行为违反法律法规;

5.2.2.如果我们收集、使用您的用户信息,却未征得您的明确同意;

5.2.3.如果我们处理个人信息的行为严重违反了与您的约定。

为保障安全,您可能需要提供书面请求,或以其他方式证明您的身份。我们可能会先要求您验证自己的身份,然后再处理您的请求。

5.3 每个业务功能需要一些基本的用户信息才能得以完成(见本隐私权政策第二条)。除此之外,您可以在与甲光通信云网站客服联系给予或收回您的授权同意。当您收回同意后,我们将不再处理相应的用户信息。**但您收回同意的决定,不会影响此前基于您的授权而开展的用户信息处理。**

5.4 您也可以自行在甲光通信云网站“注销账号”页面(“管理控制台-账号管理-安全设置-注销账号”)提交账户注销申请。在您主动删除用户信息之后,我们将停止为您提供产品或服务,根据适用法律的要求删除您的用户信息。

六、我们如何保护和保存您的用户信息

6.1.甲光通信云网站非常重视您的信息安全。我们努力采取各种合理的物理、电子和管理方面的安全措施来保护您的用户信息。防止用户信息遭到未经授权访问、公开披露、使用、修改、损坏或丢失。我们会使用加密技术提高用户信息的安全性；我们会使用受信赖的保护机制防止用户信息遭到恶意攻击；我们会部署访问控制机制，尽力确保只有授权人员才可访问用户信息；以及我们会举办安全和隐私保护培训课程，加强员工对于保护用户信息重要性的认识。

6.2.我们会采取合理可行的措施，尽力避免收集无关的用户信息。我们只会达成本政策所述目的所需的期限内保留您的用户信息，除非受到法律的允许。超出上述用户信息保存期限后，我们会对您的个人信息进行删除或匿名化处理。

6.3. 请使用复杂密码，协助我们保证您的账号安全。我们将尽力保障您发送给我们的任何信息的安全性。如果我们的物理、技术或管理防护设施遭到破坏，导致信息被非授权访问、公开披露、篡改或毁坏，导致您的合法权益受损，我们将承担相应的法律责任。

6.4. 在不幸发生用户信息安全事件（泄露、丢失等）后，我们将按照法律法规的要求，及时向您告知：安全事件的基本情况、可能的影响、我们已采取或将要采取的处置措施、您可自主防范和降低风险的建议、对您的补救措施等。我们将及时将事件相关情况以邮件、信函、电话、推送通知等方式告知您，难以逐一告知用户信息主体时，我们会采取合理、有效的方式发布公告。

6.5. 同时，我们还将按照监管部门要求，上报用户信息安全事件的处置情况。

6.6. 我们将收集到的您的用户信息存放在中华人民共和国境内，如在符合适用法律规定的情形下因业务需要向境外传输个人信息的，我们会事先征得您的同意，并向您告知用户信息出境的目的、接收方、安全保障措施、安全风险等情况。

6.7. 如出现甲光通信云网站产品和服务停止运营的情形，我们会采取合理措施保护您用户信息安全，包括及时停止继续收集用户信息的活动；停止运营的通知将以逐一送达或公告的形式通知用户；并对所持有的个人信息进行删除或匿名化处理等。

七、未成年人用户信息的特别约定

7.1. 如您为未成年人，我们要求您请您的父母或监护人仔细阅读本隐私权政策，并在征得您的父母或监护人同意的前提下使用我们的服务或向我们提供信息。

7.2.对于经父母或监护人同意使用我们的产品或服务而收集未成年人个人信息的情况，我们只会在法律法规允许、父母或监护人明确同意或者保护未成年人所必要的情况下使用、共享、转让或披露此信息。

八、隐私权政策的更新

8.1.我们的隐私权政策可能修订。

8.2.未经您明确同意，我们不会限制您按照本隐私权政策所应享有的权利。我们会在专门页面上发布对隐私权政策所做的任何修订。

8.3.对于重大修订，我们还会提供更为显著的通知（包括对于某些服务，我们会通过网站公的方式进行通知甚至向您提供弹窗提示，说明隐私权政策的具体变更内容）。

8.4.本政策所指的重大变更包括但不限于：

8.4.1.我们的服务模式发生重大变化。如处理用户信息的目的、处理的用户信息类型、用户信息的使用方式等；

8.4.2.我们在控制权、组织架构等方面发生重大变化。如业务调整、破产并购等引起的所有者变更等；

8.4.3.用户信息共享、转让或公开披露的主要对象发生变化；

8.4.4.您参与用户信息处理方面的权利及其行使方式发生重大变化；

8.4.5.我们负责处理用户信息安全的责任部门、联络方式及投诉渠道发生变化时；

8.4.6.用户信息安全影响评估报告表明存在高风险时。

我们还会将本隐私权政策的历史版本在网站专门页面存档，供您查阅。

九、如何联系我们

您对本声明和政策内容有任何疑问和意见，或者您对甲光通信云网站对本隐私权政策的实践以及操作上有任何疑问和意见，您可通过甲光通信云网站关于我们与我们联系。

Legal Statement and Privacy Policy

Latest update date: February 16, 2023

Effective date: February 16, 2023

Prompt Clause

Your trust is very important to us. We are well aware of the importance of user information security. We will take security measures to protect your user information in accordance with laws and regulations. In view of this, IoT OTDR Website (or "we") formulates this Legal Statement and Privacy Policy (hereinafter referred to as "Statement and Policy") and reminds you that before using the services of IoT OTDR Website, you must carefully read and thoroughly understand this Legal Statement and Privacy Policy, and use the relevant products and services after confirming that you fully understand and agree. Once you start to use the services of the IoT OTDR website, it will be deemed as the acceptance and approval of the contents of this statement and policy.

If you have any questions, comments or suggestions about the contents of this statement and policy, you can contact us through work order or email.

Definition

IoT OTDR Website: IoT OTDR Website www.IoT-OTDR.com and IoT OTDR client (such as APP).

User information: refers to the user membership information, such as name, contact information, etc., submitted by you or collected by the IoT OTDR website. For details, see the information described in Article 2 of the Privacy Policy.

Business data: different from user information, it is the data processed by the users of the IoT OTDR Website through the technical services of the IoT OTDR Website, such as uploading, downloading and distribution, using the services of the IoT OTDR Website.

Legal statement

1, Ownership of rights

1.1. The logo, "IoT OTDR" and other words, graphics and combinations of the IoT OTDR website, as well as other logos, emblems of the IoT OTDR website, and the name of the service of the IoT OTDR website are registered trademarks of IoT OTDR Website and its affiliates in China and other countries. Without the written authorization of the IoT OTDR Website, no one shall display, use or do other processing in any way (including but not limited to copying, transmitting, displaying, mirroring, uploading, downloading), or show others that you have the right to display, use or do other processing.

1.2. The intellectual property rights of all products, services, technologies and all software (hereinafter referred to as "technical services") of the IoT OTDR Website belong to the IoT OTDR Website or its obligee.

1.3. Unless otherwise stated by IoT OTDR Website, IoT OTDR Website has all rights (including but not limited to copyright, trademark, patent, trade secret and all other relevant rights) to publish documents and other information (including but not limited to text, graphics, pictures, photos, audio, video, icons, colors, layout, and electronic documents) on the website. Without the permission of the IoT OTDR Website, no one shall use the above content (including but not limited to monitoring, copying, broadcasting, displaying, mirroring, uploading, and downloading any content in the IoT OTDR Website through programs or devices). If authorized to browse, copy, print and disseminate information content belonging to the IoT OTDR website, such content shall not be used for commercial purposes and all information content and any part thereof shall be used must include this right statement.

2, Limitation of liability

2.1. Users can upload, provide and publish relevant information on their own when launching products on the IoT OTDR website, including but not limited to user name, company name, department and contact

information, relevant pictures, information, etc. These information are provided by users themselves. Users of the IoT OTDR website must bear full responsibility for any information they provide according to law.

2.2. Reproduction of works (including forum content) on the IoT OTDR website for the purpose of transmitting more information does not mean that the IoT OTDR website agrees with its views or confirms the authenticity of its content.

2.3. IoT OTDR Website hereby reminds that you should abide by the laws of China and your country during the use of IoT OTDR Website services, and should not endanger network security, and should not use the services of IoT OTDR Website to engage in activities that others infringe on reputation, privacy, intellectual property rights and other legitimate rights and interests. Despite the above prompt, the IoT OTDR website does not assume any responsibility for the purpose and purpose of your use of the service.

3, Intellectual property protection

We respect intellectual property rights, oppose and combat the infringement of intellectual property rights. Any organization or individual who believes that the content of the web page (including the content of www.IoT-OTDR.com web page and the client page) of the IoT OTDR Website (such as the product release, the commodity information released by the cloud market service provider, etc.) may infringe its legitimate rights and interests may submit a written notice of rights to the IoT OTDR Website. The IoT OTDR Website will deal with it as soon as possible after receiving the notification of eligibility of the intellectual property right holder.

Privacy Policy

IoT OTDR Website (hereinafter referred to as "we") respects and protects user information, and will treat such information with high diligence and prudence. When you use the services provided by IoT OTDR website, we will collect, process and disclose your information in accordance with this privacy policy. We hope to clearly introduce to you the way we handle your information through this privacy policy, so we recommend that you read this privacy policy completely to help you understand the way to maintain your privacy.

If you have any questions, comments or suggestions, please contact us through the various contact methods provided by IoT OTDR website.

This policy will help you understand the following:

- 1, Scope of application of this agreement
- 2, How do we collect and use your user information
- 3, How do we share, transfer and publicly disclose your user information
- 4, User business data and public information
- 5, How do you manage your user information
- 6, How do we protect and save your user information
- 7, Special agreement on minor user information
- 8, Update of privacy policy
- 9, How to contact us

1, Scope of application of this agreement

1.1. This privacy policy is applicable to all services of IoT OTDR website. Services include providing you with page browsing and website login services

As well as the technical services provided to you through the IoT OTDR website.

1.2. This privacy policy does not apply to the services provided to you by other third parties. For example, when a service provider in the cloud market provides services to you based on the cloud market, the information you provide to the service provider is not applicable to this privacy policy.

1.3. It should be noted that, as a user of the IoT OTDR Website website, if you use the IoT OTDR Website website technical services to provide services for your users again, because your business data belongs to you, you should separately agree with your users on the privacy policy.

2, How do we collect and use your user information

(1) How we collect your user information

2.1. Help you become our member

2.1.1. When you create an account on the IoT OTDR website, you must provide us with the member name, set and confirm your login password, and provide your mobile phone number in the People's Republic of China. The mobile phone number you submit is used to accept the verification code when you register, log in, bind your account, and retrieve your password. It is also used as one of the contact methods you specify with the IoT OTDR website to receive relevant business notifications (such as new product launch, service change, etc.).

2.1.2. After you register and complete the account of IoT OTDR Website, according to different channels, terminals and manufacturers, IoT OTDR Website may use the above methods to promote, publicize products, mail business notices (including bills) or communicate with you.

2.1.3. After you complete the registration of the IoT OTDR website account, you need to submit the contact information on the account management console, including the email address, mobile phone number and position of the contact you specify.

2.2. Provide you with technical services

2.2.1. According to the laws of the People's Republic of China, when you use specific technical services, you should provide your true identity information through your account. If you provide real identity information through the account of the IoT OTDR website, the IoT OTDR website provides you with a variety of ways to assist you in providing information. You should choose the appropriate way according to your identity attributes.

2.2.2. We will collect the following information during your use of the service:

2.2.2.1. Equipment information: We will receive and record the information related to the equipment you use (such as equipment model, operating system version, equipment settings, unique equipment identifier and other software and hardware feature information) according to the specific permissions granted by you during software installation and use Information about the location of the device (such as IP address, GPS location and sensor information such as Wi-Fi access point, Bluetooth and base station that can provide relevant information). We may associate the first two types of information so that we can provide you with consistent services on different devices.

2.2.2.2. Log information: When you use the services provided by our website or client, we will automatically collect your detailed usage of our services and save them as relevant network logs. For example, your search query content, IP address, browser type, telecom operator, language used, visit date and time, and web page records you visited.

2.2.2.3. Support information of user account: based on the user's consultation records, fault reporting records and troubleshooting process (such as one-click repair and remote assistance records) generated by your use of the IoT OTDR Website website service, IoT OTDR Website website will record and analyze these information to respond to your request for help in a more timely manner and to improve the service.

2.2.3. When we provide you with business functions or specific services, we will collect, use, store, provide and protect your user information according to this policy and the corresponding product service agreement; Beyond this policy and corresponding products

If it is agreed in the service agreement to collect your user information, we will explain the scope and purpose of information collection to you separately, and collect your information necessary for providing the corresponding service with your consent; If you choose not to provide the above information, it will affect your use of the corresponding products, but will not affect your use of the basic functions of the website and other products.

(2)How we use your user information

2.3. We use the user information you submitted and collected for the following purposes:

2.3.1. In order to provide you with services, we will send you information, notifications or business communications with you, including but not limited to the verification code necessary to ensure the completion of the service and the push notifications necessary to use the service;

2.3.2. In order to maintain and improve the service and provide you with information display that is more in line with your personalized needs, we may combine the user information of a service from the IoT OTDR Website with the information from other services, make a feature model and carry out user portraits to show and push information and possible commercial advertisements to you, This includes but is not limited to the news about the products of the IoT OTDR website, as well as the marketing activities and preferential promotion information, the promotion information of the cooperation third party of the IoT OTDR website, or other content that you may be interested in. If you do not want to receive the commercial electronic message we sent you, you can reply to unsubscribe via SMS prompt or unsubscribe according to the unsubscribe method provided in the message;

2.3.3. We may design, develop and promote new products and services based on user information statistics; We will make statistics on the use of our services and may share these statistics with the public or third parties, but these statistics do not contain any identification information of you;

2.3.4. In order to improve the security of your use of services provided by us and our affiliates and partners, ensure the security of the operating environment, identify the abnormal status of the account, protect the personal and property security of you or other users or the public from infringement, and better prevent phishing websites, fraud, network vulnerabilities, computer viruses, network attacks, network intrusion and other security risks, To more accurately identify violations of laws and regulations or relevant agreements and rules of the IoT OTDR website, we may use your member information, and integrate equipment information, relevant network logs and information legally shared by our affiliates and partners to judge your account and transaction risks, conduct identity verification, detect and prevent security incidents, and take necessary recording, auditing, analysis and disposal measures according to law;

2.3.5. If we use user information beyond the stated purpose of collecting user information or beyond the scope of direct or reasonable relevance, we will inform you again and obtain your express consent.

3, How do we share, transfer and publicly disclose your user information

3.1. Sharing

We will not share your user information with other organizations and individuals, except for the following:

3.1.1. Sharing with explicit consent: After obtaining your explicit consent, we will share your user information with other parties;

3.1.2. Sharing under legal circumstances: We may share your user information externally according to the provisions of laws and regulations, the needs of litigation and arbitration, or the requirements of administrative and judicial authorities according to law;

3.1.3. In order to facilitate the transaction or assist in the settlement of disputes, in some cases, only by sharing your user information can you facilitate the transaction or handle the disputes or disputes between you and others. For example, in a transaction created on the cloud market, if any party to the transaction fulfills or partially fulfills the transaction obligations and makes a request for information disclosure, IoT OTDR Website has the right to decide to provide the user with necessary information such as the contact information of its counterparty, To facilitate the completion of the transaction;

3.1.4. Share with authorized partners: We may entrust trusted partners to provide services, so we may share some of your user information with partners to provide better customer service and optimize user experience. We will only share your user information for legal, legitimate, necessary, specific and clear purposes, and only share the user information necessary to provide services. Our partners have no right to use the shared user information for any other purpose.

At present, our authorized partners include the following types: suppliers, service providers and other partners. We send information to suppliers, service providers and other partners that support our business, including providing basic technical services, consulting, analysis and other professional services.

For companies, organizations and individuals with whom we share user information, we will sign strict confidentiality agreements and information protection agreements with them, requiring them to handle user information in accordance with our instructions, this privacy policy and any other relevant confidentiality and security measures.

3.2. Transfer

We will not transfer your user information to any company, organization or individual, except for the following:

3.2.1. Transfer with explicit consent: After obtaining your explicit consent, we will transfer your user information to other parties;

3.2.2. In the case of merger, acquisition or bankruptcy liquidation between IoT OTDR Website and other legal entities, or other cases involving merger, acquisition or bankruptcy liquidation, if it involves the transfer of user information, we will require the new companies and organizations that hold your user information to continue to be bound by this policy, otherwise we will require the companies, organizations and individuals to seek authorization from you again.

3.3. Public disclosure

We will only publicly disclose your user information under the following circumstances:

3.3.1. With your explicit consent or based on your active choice, we may publicly disclose your user information;

3.3.2. Or in order to protect the personal and property safety of users or the public of IoT OTDR Website and its affiliated companies, we may disclose your user information in accordance with applicable laws or relevant agreements and rules of IoT OTDR Website. For example, if you sell fake or pirated goods as a cloud market service provider, we may publicly disclose the main information and punishment of your store.

3.4. Exceptions for sharing, transferring and publicly disclosing user information with prior authorization

In the following cases, you do not need to obtain your authorization to share, transfer and publicly disclose your user information in advance:

3.4.1. Related to national security and national defense security;

3.4.2. Those related to public safety, public health and major public interests;

3.4.3. Related to criminal investigation, prosecution, trial and execution of judgments;

3.4.4. For the purpose of protecting your or other personal life, property and other major legitimate rights and interests, but it is difficult to obtain my consent;

3.4.5. Personal information that you disclose to the public;

3.4.6. Collect personal information from legally disclosed information, such as legal news reports, government information disclosure and other channels.

4, User business data and public information

Unlike your user information, for user business data and public information, the IoT OTDR website will handle it in the following way:

4.1. User business data

4.1.1. The services you provide through the IoT OTDR website, processing, storing, uploading, downloading, distributing and other processing data, are all your user business data, and you fully own your user business data. As a cloud service provider, we will only strictly follow your instructions to process your business data, and will not make any unauthorized use or disclosure of your business data except as agreed with you or in accordance with specific laws and regulations.

4.1.2. You should be responsible for the source and content of your user's business data. IoT OTDR website prompts you to carefully judge the legitimacy of the data source and content. All results and responsibilities

caused by your user's business data content violating laws and regulations, departmental rules or national policies shall be borne by you.

4.1.3. According to the agreement between you and the IoT OTDR Website, the IoT OTDR Website stores user business data in the data center you select. IoT OTDR Website strictly abides by its security commitment to users, and protects users' data stored in the data center of IoT OTDR Website according to applicable laws.

4.2. Public information

4.2.1. Public information refers to any information that you share publicly. Anyone can view or access this information during the period of using and not using the IoT OTDR website service. For example, the information you published in the developer forum of the IoT OTDR website.

4.2.2. There may be information that you must share publicly in order to use the IoT OTDR Website website service. For example, in order to build an honest trading environment in the cloud market, your credit rating information (star rating, customer rating) needs to be publicly shared. If you are a service provider (seller), you should publicly share relevant information of enterprises or natural person operators in accordance with applicable laws and regulations and cloud market rules.

4.2.3. When using the cloud market for trading, you inevitably have to disclose your personal information, such as contact information or postal address, to the counterparty or potential counterparty. Please properly protect your personal information and only provide it to others when necessary. You can also establish contact and share with each other through our services. When you create communication, transaction or sharing through our service, you can choose the object of communication, transaction or sharing independently as the third party who can see your contact information, exchange information or share content and other relevant information. If you find your personal information leaked, especially It is your account or password that has been leaked. Please contact the IoT OTDR website immediately so that the IoT OTDR website can take corresponding measures.

5, How do you manage your user information

5.1. You can log in to the IoT OTDR website to use the basic business information (basic data) and contact information you submitted.

5.2. In the following cases, you can request us to delete user information:

5.2.1. If we handle user information in violation of laws and regulations;

5.2.2. If we collect and use your user information without your explicit consent;

5.2.3. If our behavior of handling personal information seriously violates the agreement with you.

To ensure security, you may need to provide a written request, or prove your identity in other ways. We may ask you first verify your identity before processing your request.

5.3 Each business function needs some basic user information to be completed (see Article 2 of this privacy policy). In addition, you can give or withdraw your authorization consent by contacting the customer service of the IoT OTDR website. After you withdraw your consent, we will no longer process the corresponding user information. However, your decision to withdraw your consent will not affect the previous user information processing based on your authorization.

5.4 You can also submit an account cancellation application on the "Account Cancellation" page ("Management Console - Account Management - Security Settings - Account Cancellation") of IoT OTDR website. After you delete your user information, we will stop providing you with products or services and delete your user information according to the requirements of applicable laws.

6, How do we protect and save your user information

6.1. IoT OTDR Website attaches great importance to your information security. We strive to take various reasonable physical, electronic and administrative security measures to protect your user information. Prevent user information from unauthorized access, public disclosure, use, modification, damage or loss. We will use encryption technology to improve the security of user information; We will use trusted protection

mechanisms to prevent malicious attacks on user information; We will deploy an access control mechanism to ensure that only authorized personnel can access user information; And we will hold security and privacy protection training courses to strengthen employees' awareness of the importance of protecting user information.

6.2. We will take reasonable and feasible measures to avoid collecting irrelevant user information. We will only retain your user information for the period required to achieve the purpose stated in this policy, unless permitted by law. After the expiration of the above user information retention period, we will delete or anonymize your personal information.

6.3. Please use complex passwords to help us ensure the security of your account. We will try our best to ensure the security of any information you send us. If our physical, technical or management protection facilities are damaged, resulting in unauthorized access, public disclosure, tampering or destruction of information, resulting in damage to your legitimate rights and interests, we will bear corresponding legal responsibilities.

6.4. After an unfortunate user information security incident (leakage, loss, etc.), we will promptly inform you of the basic situation and possible impact of the security incident, the disposal measures we have taken or will take, the suggestions you can take to prevent and reduce risks independently, and the remedial measures for you, in accordance with the requirements of laws and regulations. We will timely inform you of the relevant information of the event by email, letter, telephone, push notification, etc. When it is difficult to inform the user information subject one by one, we will take reasonable and effective ways to release the announcement.

6.5. At the same time, we will also report the handling of user information security incidents according to the requirements of regulatory authorities.

6.6. We will store your user information collected in the People's Republic of China. If we need to transmit personal information outside the country due to business needs under the conditions of compliance with applicable laws and regulations, we will obtain your consent in advance and inform you of the purpose, receiver, security measures, security risks and other conditions of the user information leaving the country.

6.7. In case of the suspension of the operation of the products and services of the IoT OTDR website, we will take reasonable measures to protect the security of your user information, including stopping the activities of continuing to collect user information in a timely manner; The notice of stopping operation will be sent to users one by one or announced; And delete or anonymize the personal information held.

7, Special agreement on minor user information

7.1. If you are a minor, we ask you to ask your parents or guardians to carefully read this privacy policy and use our services or provide us with information with the consent of your parents or guardians.

7.2. In the case of collecting personal information of minors by using our products or services with the consent of our parents or guardians, we will only use, share, transfer or disclose this information if laws and regulations allow, parents or guardians expressly agree or it is necessary to protect minors.

8, Update of privacy policy

8.1. Our privacy policy may be amended.

8.2. Without your explicit consent, we will not limit your rights under this privacy policy. We will publish any amendments to the privacy policy on a special page.

8.3. For major amendments, we will also provide more prominent notices (including for some services, we will notify you through the website and even provide you with pop-up prompts to explain the specific changes in the privacy policy).

8.4. Major changes referred to in this policy include but are not limited to:

8.4.1. Significant changes have taken place in our service model. For example, the purpose of processing user information, the type of user information processed, and the use of user information;

8.4.2. Significant changes have taken place in our control and organizational structure. Such as changes in owners caused by business adjustment, bankruptcy and merger, etc;

8.4.3. The main object of user information sharing, transfer or public disclosure changes;

8.4.4. Your right to participate in user information processing and the way you exercise it have changed significantly;

8.4.5. When the department responsible for handling user information security, contact information and complaint channel change;

8.4.6. The user information security impact assessment report indicates that there are high risks.

We will also archive the historical version of this privacy policy on the special page of the website for your reference.

9, How to contact us

If you have any questions and opinions about the contents of this statement and policy, or if you have any questions and opinions about the practice and operation of this privacy policy on the IoT OTDR website, you can contact us through the IoT OTDR website about us.