

TERMS OF SERVICE

Yescan Open Platform Enterprise API Service Agreement

Last Updated: June 3, 2025

Effective Date: June 3, 2025

These Terms of Service ("Terms of Service" or "Agreement") apply to your use of services provided by Nth Power Global Tech Singapore Pte. Ltd and its affiliates ("NTH POWER", "we", "us", "our"). These services (collectively, the "Services" or "Our Services") include the Yescan Open Platform enterprise API services as well as any new service forms emerging from technical developments.

The following terms and conditions constitute a valid, legally binding agreement made between you and us. This Agreement stipulates your legal rights and responsibilities when you use Our Services, so please review this Agreement carefully before you use Our Services.

You may use Our Services only if you agree to form this binding agreement with us and are not a person barred from receiving services under the laws of the applicable jurisdiction. Our Services are provided exclusively for enterprise customers.

1. DEFINITIONS

1.1 Yescan Open Platform: refers to the enterprise-level document processing API service platform operated by Nth Power Global Tech Singapore Pte. Ltd (hereinafter also referred to as the "Platform").

1.2 API Services: refers to the enterprise-level technology services we provide to you through Application Programming Interfaces (APIs), including document processing, image enhancement, character recognition, format conversion and other capabilities.

1.3 Developer Account: refers to the enterprise developer account you register on this Platform, used to obtain API keys, manage service calls and view usage statistics.

1.4 Customer Data: refers to all data you submit to Our Services for processing through the API, including images, documents and files.

1.5 Processing Results: refers to the output data generated by Our Services after processing your Customer Data, including recognized text, converted documents and enhanced images.

1.6 End User: refers to any individual who uses your products or services, and whose data may be included in Customer Data.

2. YOUR ACCOUNT

You can register a developer account and use Our Services through email or other supported methods. It is important that you maintain and promptly update your details and any other information you provide to us, to keep such information current and complete.

It is important that you keep your account, API keys and other access credentials confidential and that you do not disclose or share them to any third party. You may not share your account in any way or with anyone. You shall be fully responsible for all actions under your account.

If you voluntarily apply to deactivate your account, please read in detail the content on the account deactivation page as well as the Yescan Open Platform Privacy Policy. If you encounter any issues you cannot resolve or have any doubts during the account deactivation process, you can contact us through customer service. The account cancellation conditions are set forth in Section 2.1 below.

2.1 Account Cancellation Conditions

If you submit an account cancellation request to Yescan Open Platform, cancellation may proceed upon review and approval when your account meets the following conditions:

- The account is in normal status, not involved in any disputes or controversies, and not subject to restrictive measures by competent authorities;
- There are no pending transactions or unsettled bills in the account;
- There are no outstanding rights or obligations in the account, or situations that may give rise to disputes due to account cancellation.

You fully understand and agree that after account cancellation, you will no longer be able to use the Yescan Open Platform API Services, API keys will be revoked, and you will no longer have any rights associated with the account. After the expiration of the statutory retention period, account-related content or data will be deleted or anonymized and cannot be recovered.

3. USE OUR SERVICES

Subject to the terms and conditions of this Agreement, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use Our Services, for so long as you are not barred from receiving Our Services under the laws applicable to you, until you delete your account voluntarily or until we delete your account pursuant to this Agreement.

3.1 API Service Scope

The Platform provides the following categories of enterprise-level document processing API capabilities:

(1) Scanning & Image Processing APIs

- B&W Filter (binary) - Convert images to black and white format, enhancing document clarity
- Image Enhancement (enhance) - AI-powered intelligent adjustment of contrast, brightness and sharpness
- Brightening (brightening) - Intelligently enhance dark details while suppressing overexposure
- Shadow Removal (rectification) - Remove shadows from document pages
- Watermark Remover (watermark_removal) - AI-powered intelligent removal of watermarks. Important: This feature is intended solely for removing watermarks from documents owned by the user. Users must ensure they hold lawful rights to the relevant documents and shall not use this feature to remove copyright protection watermarks belonging to third parties.
- Grayscale (grayscale) - Convert color documents to grayscale images
- Moire Removal (descreen) - Eliminate moire patterns caused by digital screen capture
- Ink Saving (toner_saving) - Intelligently reduce ink density for optimized printing
- Handwriting Remover (handwriting_removal) - Precisely remove handwritten marks while preserving printed content

(2) OCR (Optical Character Recognition) APIs

- General Document Recognition (recognize_general_document) - High-precision text recognition supporting printed text, handwriting, tables, 20+ languages and formulas
- Table Recognition (recognize_table) - Automatic identification of table structures and data with precise row and column restoration
- ID Card Recognition (recognize_id_card) - High-precision extraction of ID card and certificate content

(3) Format Conversion APIs

- Image to Word (pic_to_word) - Convert images to editable Word documents
- Image to Excel (pic_to_excel) - Convert table images to editable Excel spreadsheets

3.2 Prohibited Conduct

You are prohibited from and may not attempt to use Our Services for any illegal purpose, or infringement purposes (including but not limited to copyright, reputation rights, trademark rights), or in violation of any local, state, national, or international law.

You hereby represent, warrant, and undertake to us that:

- (a) you possess any and all necessary rights and authorizations to enter into this Agreement, and that the conclusion and performance of this Agreement does not violate any agreement signed by and between you and a third party, or infringe upon any third-party rights, nor violate any applicable laws and regulations.
- (b) your use of Our Services will not: (i) violate any applicable laws, regulations, policies, common industry practices, or pertinent provisions, guidelines or common practices in the relevant jurisdictions; and (ii) infringe upon ours or any third party's legal rights (including but

not limited to the right of privacy, intellectual property rights, right of reputation, right of portrait, and trade secrets).

If you breach any of the representations, warranties, covenants, or undertakings in this Agreement, we may, (upon our reasonable judgment and at our sole discretion, and without prejudice to any other of its rights or remedies in this Agreement or those provided by law) do any or all of the following: (i) stop providing relevant services to you; (ii) suspend the performance of our obligations under this Agreement; and/or (iii) suspend or terminate this Agreement. You shall be liable for any and all losses incurred therefrom upon you.

We reserve the right at any time and from time to time to modify, discontinue, temporarily or permanently, Our Services, or any portion thereof, with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension or discontinuance of Our Services or any portion thereof.

4. YOUR CONTENT (CUSTOMER DATA)

Certain features of Our API Services you use may need you to upload content, including images, files and documents ("Customer Data"). You must be lawful owners of and/or lawfully entitled to use and process Customer Data and you retain any copyright and other proprietary rights that you may hold in Customer Data that you upload.

You must not upload any content that is prohibited by any applicable law, and must not use Our Services for infringement purposes (including but not limited to copyright, reputation rights and trademark rights). We reserve the right to remove your content or restrict your access to Our Services if any of your content is found to be in violation of this Agreement.

You shall ensure that your End Users are aware of and consent to the processing of their data through Our API Services. You are responsible for providing appropriate privacy policies and data processing notices to End Users in your products or services.

5. FEES

We offer both free and paid services. If you choose to subscribe to a paid service, you agree to pay the fees ("Fees") as quoted to you when you purchase that service. We may calculate taxes payable by you based on the billing information that you provide to us at the time of purchase. You are responsible for all charges related to using the purchased service (for example, data charges and currency exchange settlements). You will pay the fees in the currency we quoted at the time of purchase. We reserve the right to change the eligible currencies at any time, except where not permitted by applicable law.

We reserve the right to change the prices of paid services at any time, however, if we have offered a specific duration and fee for your use of the service, we agree that the fee will remain in force for that duration.

API call quotas are settled on an annual basis. Unused call quotas do not carry over to the next billing cycle unless otherwise stipulated in the service package.

5.1 API Usage Limits and Fair Use

Your API calls are subject to the rate limits and quota restrictions specified in your purchased service package. Specific rate limits will be detailed in your developer console and/or service package documentation.

You shall not circumvent, bypass or attempt to exceed API rate limits in any manner. If we detect abnormal calling patterns (including but not limited to suspected DDoS attacks, automated abuse or large-scale calls exceeding reasonable commercial use), we reserve the right to temporarily restrict or suspend your API access without prior notice.

If your business requirements exceed the rate limits of your current package, please contact our sales team to discuss a customized plan.

6. INTELLECTUAL PROPERTY RIGHTS

We are the lawful owners of and/or lawfully entitled to use any and all the intellectual property rights (including but not limited to trademarks, copyrights and patents) to our brand and our software (collectively, "Our Content"). You may use Our Content and/or our intellectual properties, only if you have obtained prior express written consent from us. Without prior express written consent from us, you may not, and shall not assist any third party to: (a) use, reproduce, publish, release, copy, modify, forward, translate, spread, or distribute any of Our Content or any part thereof; or (b) lease, lend, sell, sub-license, transfer, or otherwise dispose of any of Our Content or any part thereof, or any of your rights relating to Our Content.

You may not, and shall not assist or encourage any third party to, reproduce, reverse engineer, decompile, disassemble, or create any derivative works from our software, unless otherwise expressly approved by us in writing.

The intellectual property rights of Customer Data you submit through the API Services belong to you or your End Users. We do not claim intellectual property rights over Customer Data or Processing Results.

This Agreement does not transfer any intellectual property rights nor give either party the rights in the intellectual property of the other party unless otherwise stated in writing.

7. DATA PROCESSING AND PROTECTION

7.1 Ownership of Customer Data belongs to you. We process Customer Data only to the extent necessary to provide the API Services and will not use Customer Data for any purpose not authorized by you.

7.2 Customer Data (images/documents submitted for API processing) will be automatically deleted from our processing servers within 24 hours after processing is complete. Processing results are returned to you via API responses and are not stored on our servers after the processing session ends, unless you explicitly request storage.

7.3 We commit that your Customer Data is encrypted during both transmission and storage, will not be used for identification or other purposes without your authorization, and will not be used for model training or other purposes without your written authorization.

7.4 You understand and agree that we act as a Data Processor under applicable data protection laws (such as the GDPR) for personal information that may be contained in Customer Data processed through the API Services. You, as the Customer, act as the Data Controller. The rights and obligations of both parties are governed jointly by this Agreement and the applicable Data Processing Agreement (DPA).

7.5 For detailed information about data collection, use, sharing, storage and protection, please refer to the Yescan Open Platform Privacy Policy. Please read the Privacy Policy carefully.

8. LIMITATION OF LIABILITY

Under no circumstances shall we, our directors, officers, employees, or agents be liable to you or any other party for indirect, consequential, special, incidental, punitive, or exemplary damages of any kind (including lost revenues or profits or loss of business) resulting from this Agreement, or from the furnishing, performance, installation, or use of Our Services, whether due to a breach of contract, breach of warranty, or the negligence of the company or any other party, even if we are advised beforehand of the possibility of such damages. To the extent that the applicable jurisdiction limits our ability to disclaim any implied warranties, this disclaimer shall be effective to the maximum extent permitted.

To the maximum extent permitted by applicable law, our total liability arising from the API Services under this Agreement shall not exceed the total amount of API service fees actually paid by you to us in the 12 months preceding the event giving rise to liability.

9. DISCLAIMER

We do not provide any explicit or implicit representations or warranties in respect of Our Services, including but not limited to merchantability, fitness for a particular purpose, accuracy, and non-infringement. To the maximum extent permitted by law, you understand and expressly agree that Our Services are provided on an "as-is" and "as-available" basis and are subject to change without notice, and you shall assume any and all risks associated with the content and/or information downloaded, obtained, or accessed via Our Services, as well as the risks of device/data damage and content loss due to the use of Our Services or any third-party services.

10. PRIVACY

In order to provide you with Our Services, we will collect and process your personal data in accordance with the Privacy Policy. Please read the Privacy Policy carefully.

11. SUSPENSION AND TERMINATION

This Agreement will apply to your use of Our Services until your access to Our Services is terminated by either you or us. You can stop using Our Services at any time and you can terminate this Agreement by deleting your account.

We may suspend or terminate your access to Our Services:

- (a) if we undertake maintenance or support of Our Services;
- (b) to make changes to Our Services as notified by us to you;
- (c) if we reasonably believe that you have breached this Agreement;
- (d) if your use of Our Services creates risk for us or for other users of Our Services, gives rise to a threat of potential third-party claims against us or is potentially damaging to our reputation; and
- (e) if such suspension or termination is required by applicable laws.

If we suspend your access to any or all of Our Services then, to the extent permitted by applicable laws and regulations in your jurisdiction, you remain responsible for all fees accrued through the date of suspension (if any, including where the fees are incurred before suspension date but performance of the relevant obligations are after the suspension date).

If your access to Our Services is terminated (in whole or in part) by you or us, you agree that: (a) all of your rights under this Agreement will be terminated; and (b) you remain responsible for all fees accrued through the date of termination (if any, including where the fees that are incurred before termination date but performance of the relevant obligations are after the termination date).

11A. INDEMNIFICATION

11A.1 Your Indemnification Obligations. You agree to indemnify, defend and hold harmless us and our affiliates, directors, officers, employees and agents from and against any third-party claims, damages, losses, liabilities and expenses (including reasonable attorney fees) arising out of or related to: (a) your breach of any provision of this Agreement; (b) your Customer Data infringing any third party's intellectual property rights, privacy rights or other legal rights; (c) any claims arising from your End Users' use of Our API Services through your products or services; (d) your violation of applicable laws and regulations.

11A.2 Our Indemnification Obligations. We agree to indemnify, defend and hold you harmless from any third-party claims, damages and reasonable expenses arising from Our API Services

themselves (excluding Customer Data) infringing any valid intellectual property rights of a third party, provided that: (a) you promptly notify us in writing of such claim; (b) you allow us sole control of the defense and settlement of such claim; (c) you reasonably cooperate with us in the defense.

11A.3 Indemnification Exclusions. Our indemnification obligations shall not apply to: (a) infringement caused by your modification of the Services; (b) infringement caused by your combination of Our Services with products or services not provided by us; (c) your continued use of allegedly infringing features after receiving notice of infringement.

12. FORCE MAJEURE

Neither party shall be deemed to be in breach of this Agreement upon the occurrence of a force majeure event which affects its ability to perform any of this Agreement. Notwithstanding this, the affected party shall notify the other party of the force majeure event without undue delay and use its best commercial efforts to mitigate and remedy the negative effects thereof. For the purposes of this Agreement, a "force majeure event" means (1) acts of god, lightning strikes, earthquakes, floods, droughts, storms, blizzards, snowstorms, mudslides, water erosion, explosions, fires, epidemics and other natural disasters; (2) act of government, act of war, act of public enemy, terrorist activities, riots, commotions, and strikes, excluding labor disputes.

13. EXPORT CONTROL AND COMPLIANCE

13.1 You understand and agree that your use of Our API Services shall comply with applicable export control and economic sanctions laws and regulations, including but not limited to the export control laws of the Republic of Singapore, the US Export Administration Regulations (EAR), and other applicable international trade compliance requirements.

13.2 You shall not provide the API Services or any technology or data obtained through the API Services to countries, regions, entities or individuals subject to export control restrictions or economic sanctions.

13.3 You represent and warrant that you are not on any trade restriction lists prescribed by applicable laws and regulations, and that you will not allow any individual or entity on such lists to access or use Our API Services.

14. UPDATES

We may update these Terms of Service from time to time as laws and product features change.

When we update our Terms of Service, we will take appropriate measures to inform you, consistent with the significance of the changes we make and as required by applicable laws. You may receive notifications concerning our major changes to the Terms of Service timely through various channels, for example, via our developer portal. We recommend you check back

frequently to see any updates or changes. Please check the date displayed at the top of the Terms of Service to see when it was last updated.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 Governing Law. You agree that any dispute, controversy, difference, or claim arising out of or relating to these Terms of Service or the Services, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to these Terms of Service or the Services (collectively, "Disputes") will be resolved in accordance with the laws of Singapore without reference to the choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Any law or regulation which provides that the language of a contract will be construed against the drafter will not apply to these Terms of Service.

15.2 Any Disputes arising from or in connection with these Terms of Service shall firstly be resolved through negotiation; where the negotiation fails, such Disputes shall be submitted to Hong Kong International Arbitration Centre ("Arbitration Centre") with the seat of the arbitration in Hong Kong SAR in accordance with the arbitration rules then in effect of the Arbitration Centre. The number of arbitrators shall be three. The claimant shall appoint one arbitrator, the respondent shall appoint one arbitrator, and the third arbitrator shall be appointed by the above two arbitrators through consultation or (if no agreement is reached by the above two arbitrators within ten business days) by the Arbitration Centre. The language of arbitration shall be English. The arbitration award shall be final and binding on any party to the Disputes. The costs of arbitration shall be borne by the losing party.

16. NOTICE

We may send notices to you on matters under this Agreement via page announcements on our developer portal on material matters, and we may do so via the e-mail address you provided to us when you created your account, which is why you must ensure that your information is accurate, complete and up-to-date.

17. MISCELLANEOUS

This Agreement constitutes the entire legal agreement between you and us and governs your use of Our Services and completely supersedes any prior agreements between you and us in relation to Our Services.

If any court of law having the jurisdiction to decide on this matter rules that any provision of this Agreement is invalid, then that provision will be removed from this Agreement without affecting the rest of this Agreement. The remaining provisions of this Agreement will continue to be valid, legally binding and enforceable upon you and us to the maximum extent permitted by applicable laws.

Unless stated otherwise in this Agreement, neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement. The titles in this Agreement are for the sake of convenience only, and do not have any legal and contractual effect.

This Agreement, together with the Yescan Open Platform Privacy Policy, Data Processing Agreement (DPA), Service Level Agreement (SLA) and other applicable supplementary agreements, constitutes the entire agreement between you and us regarding the API Services.

The English version of this Agreement shall be the official version. In the event of any conflict or inconsistency between the English version and any other language version, the English version shall prevail.

18. CONTACT US

For any questions or comments regarding this Agreement, or requests to exercise your rights under the laws of your jurisdiction, you may contact us via:

Email: postmaster@Yescanner.com

Nth Power Global Tech Singapore Pte. Ltd
51 Bras Basah Road, #03-06 Lazada One,
Singapore 189554

If you believe that your legitimate rights and interests have been infringed upon, please contact our customer service to protect your rights and interests.