Compliance Disclosure Statement Pursuant to EU Data Act

Consumer Notice

This document is prepared in accordance with the requirements of Article 3 of the EU Data Act (Data Act), for the purpose of fully disclosing to you the data processing information related to the purchased Connected Products of Lumi United Technology Co., Ltd. (hereinafter referred to as “Lumi Company”, “we”, “us” or “our”) and our relevant services.

This disclosure applies to the Security Station M410 supplied by us.

For the purposes of the EU Data Act, the Security Station M410 is a connected product.

Numbers	Products
1	Security Station M410

The data generated or collected may vary according to the device configuration, firmware version, enabled features, connected cameras or other devices, and user settings.

I. I. Connected Product Information Disclosure

1. Data Generation Details

Data Type	Purposes of Data Processing	Format	Estimated Volume	Generation Frequency and Continuity	Storage Method	Product Involved
Device Operation and Configuration Data	Device configuration, control, status display, and feedback on execution results.	JSON	Approximately 50-100 KB/day.	Generated during operation, configuration, control, or status changes.	Stored locally; may also be stored in the cloud when an applicable online function is enabled.	Security Station M410
Basic Device and Connection Data	Device identification, network connectivity, status synchronization, and device management.	JSON or binary	Less than 15 KB/day.	Generated at startup, connection, connection-status changes, or heartbeat transmission.	Stored locally; may also be stored in the cloud when an applicable online function is enabled.	Security Station M410

Data Type	Purposes of Data Processing	Format	Estimated Volume	Generation Frequency and Continuity	Storage Method	Product Involved
Video Recordings, Images, and Related Metadata	Security recording, event recording, playback, viewing, and downloading.	TS, JPG, and JSON	Video: 0-120 GB/day; images: 0-20 GB/day, depending on connected cameras, settings, and events.	Generated continuously according to user settings or when triggered by an event or user operation.	Stored on a MicroSD card, supported USB HDD/SSD, or other supported local storage medium; may also be stored in the cloud when enabled.	Security Station M410
Recording Configuration Data	Recording modes, schedules, and event-triggered recording settings.	JSON	Approximately 0-200 KB/day.	Generated when recording settings or schedules are created or changed.	Stored locally; may also be stored in the cloud when synchronization or backup is enabled.	Security Station M410
Security Event and Alarm Data	Security detection, alarm notification, event queries, and recording triggers.	JSON	Approximately 0-400 KB/day.	Generated when a detection, security, or alarm event occurs.	Stored locally; may also be stored in the cloud when the corresponding online service is enabled.	Security Station M410

2. Data Storage Information

- Local storage: Recordings, images, event data, configuration data, and diagnostic data stored on the M410, a MicroSD card, a supported USB HDD/SSD, or another supported local storage medium are retained until deleted by the user, removed by a factory reset where applicable, or overwritten under the configured loop-recording, log-retention, or capacity-management rules. Cloud storage: For users in the European Union, cloud logs, cloud recordings and images, event data, and other data stored in the cloud at the user's request are stored on servers in Germany and retained for up to 7 days by default, unless the user selects a shorter period or the applicable service terms state otherwise. Account and device-binding data are retained until the device is unbound or the account is deleted, subject to applicable law. Cloud-synchronized configuration data are retained until deleted, replaced, or the applicable account or service is terminated.

3. User Access, Retrieval, and Erasure

Recordings and images stored on a supported local storage medium may be accessed, copied, downloaded, or deleted using that storage medium or the applicable functions in the Aqara Home App. Data stored through an enabled cloud function may be accessed or downloaded through the corresponding App function where available. For other readily available product data, the user may submit an electronic request to privacy@lumiunited.com. Data will be made available without undue delay, free of charge, and in a structured, commonly used, machine-readable format where applicable and technically feasible.

To erase data stored locally on the product, delete the relevant files or follow the factory-reset instructions in the applicable user manual. A factory reset does not delete cloud account data. To delete data stored in the cloud or by a related service, use the applicable deletion function in the Aqara Home App or contact privacy@lumiunited.com.

II. Related Services Information Disclosure

1. Product Data Expected to Be Obtained by Related Services

Data Type	Purposes of Data Processing	Format	Estimated Volume	Collection Frequency	Storage Method	Related Service Obtaining the Data
Device Operation and Configuration Data	Remote configuration, control, status display, and feedback on execution results.	JSON	Approximately 50-100 KB/day.	Collected during remote configuration, control, or status synchronization.	Stored in the cloud when transmitted; otherwise it remains local and is not obtained by the related service.	Aqara Home App and applicable Aqara cloud services
Basic Device and Connection Data	Device identification, remote connectivity, status synchronization, and device management.	JSON or binary	Less than 15 KB/day.	Collected when the product is linked, starts up, connects, changes connection status, or uses an online function.	Stored in the cloud only when the corresponding online service is enabled.	Aqara Home App and applicable Aqara cloud services

Data Type	Purposes of Data Processing	Format	Estimated Volume	Collection Frequency	Storage Method	Related Service Obtaining the Data
Video Recordings, Images, and Related Metadata	Cloud storage, remote viewing, playback, downloading, and event notification.	TS, JPG, and JSON	Video: 0-120 GB/day; images: 0-20 GB/day, depending on connected cameras, settings, and events.	Collected only when an upload-enabled function is used, either continuously or in response to an event.	Remains local unless an upload-enabled function is used; uploaded data are stored in the cloud.	Aqara Home App and applicable Aqara cloud services
Recording Configuration Data	Synchronization or restoration of recording modes, schedules, and scenarios.	JSON	Approximately 0-200 KB/day.	Collected when settings are created or changed and synchronization or backup is enabled.	Stored in the cloud only when synchronization, backup, or another online function is enabled.	Aqara Home App and applicable Aqara cloud services
Security Event and Alarm Data	Alarm notification, remote event queries, cloud recording, and related security services.	JSON	Approximately 0-400 KB/day.	Collected when an event occurs and the corresponding online function is enabled.	Stored in the cloud only when the corresponding online service is enabled.	Aqara Home App and applicable Aqara cloud services

- **Access Method: Product data obtained by an enabled related service may be accessed or downloaded through the corresponding Aqara Home App function where available. For other readily available product data, the user may submit an electronic request to privacy@lumiunited.com, identifying the user, product, and requested data categories. Data will be provided without undue delay, free of charge, and in a structured, commonly used, machine-readable format where applicable and technically feasible.**
- **Storage and Retention: Product data are obtained by Aqara Home App and the applicable Aqara cloud services only when the corresponding remote-access,**

cloud-storage, synchronization, notification, diagnostic, or other upload-enabled function is used. Cloud logs, recordings, images, event data, and technical-support uploads are retained for up to 7 days by default, unless the user selects a shorter period or the applicable service terms state otherwise. Account and device-binding data are retained until the device is unbound or the account is deleted. Cloud-synchronized configuration data are retained until deleted, replaced, or the applicable account or service is terminated. Data that are not transmitted remain subject to the applicable local deletion, factory-reset, log-retention, loop-recording, or capacity-overwrite rules.

2. Data Generated During the Provision of Related Services

Nature of Data	Purposes of Data Processing	Estimated Volume	Generation or Collection Frequency	Storage Method	Related Service Involved
Remote Control and Service Interaction Records	Remote connectivity and control, status synchronization, and service security.	Approximately 50-200 KB/device/day; typically less than 1 MB/user/day.	Generated when an online control, connection, or synchronization function is used.	Stored locally and/or in the cloud as required for the enabled function.	Aqara Home App and applicable Aqara cloud services
Account, Configuration, and Service Usage Data	Account services and synchronization or restoration of user settings.	Approximately 30-80 KB/active user/day, or 10-30 MB/year.	Generated at sign-in, product linking, setting changes, or use of synchronization or backup.	Stored locally and/or in the cloud as required for the enabled service.	Aqara Home App and applicable Aqara cloud services
Service Diagnostic and Log Data	Troubleshooting, error analysis, reliability, and performance monitoring.	Less than 5 KB/day on average, or 1-3 MB/device/year.	Generated upon errors, remote diagnostics, or user feedback.	Stored locally by default and uploaded only when the relevant function is triggered.	Aqara Home App and applicable Aqara cloud services

- **Access Method: Related service data may be accessed, corrected, exported, or deleted through the corresponding Aqara Home App function where available. The user may also submit an electronic request to privacy@lumiunited.com,**

identifying the account, product, and requested data categories. Data within the scope of the EU Data Act will be made available without undue delay, free of charge, and in a structured, commonly used, machine-readable format where applicable and technically feasible.

- **Data Storage and Retention: For users in the European Union, remote-control and service-interaction logs, cloud recordings and images, event data, diagnostic logs, and user-submitted technical-support data stored in the cloud are retained for up to 7 days by default, unless the user selects a shorter period or the applicable service terms state otherwise. Account and device-binding data are retained until the device is unbound or the account is deleted. Configuration and service-setting data are retained until deleted or replaced by the user, or until the applicable account or service is terminated. Diagnostic data remain local until deleted or overwritten under the applicable log settings; diagnostic data uploaded for technical support are retained for up to 7 days by default. Data required by applicable law or for the establishment, exercise, or defence of legal claims may be retained for the legally required period.**

3. Third-Party Sharing

We do not make product data or related service data available to a third party unless the user requests or enables the sharing, the sharing is necessary to provide a service selected by the user, or the disclosure is otherwise permitted or required by applicable law. Where a service provider processes data on our behalf, we require the provider to process the data only for the agreed purpose and subject to appropriate contractual and security safeguards.

4. Identity of the Data Holder and Related Service Provider

- Data Holder: Lumi United Technology Co., Ltd.
  - Geographical Address: Room 801-804, Building 1, Chongwen Park, Nanshan iPark, No. 3370, Liuxian Avenue, Fuguang Community, Taoyuan Residential District, Nanshan, Shenzhen, China.
  - Contact: privacy@lumiunited.com

- We may engage service providers to support hosting, storage, security, maintenance, and customer support. Such providers act under contractual obligations appropriate to their respective roles.

5. How the User Can Request Disclosure to a Third Party and Stop the Transfer

- Sharing Request Method:

a. The user may submit a request to privacy@lumiunited.com identifying the user and product, the requested data categories and time period, and the intended third-party recipient and delivery details. After proportionate verification, we will make the eligible data available to the designated third party in a structured, commonly used, machine-readable format where applicable and technically feasible.

- Sharing Termination Method:

a. The user may stop an ongoing transfer through the applicable sharing control, where available, or by contacting privacy@lumiunited.com and identifying the transfer to be stopped. We will stop future transfers without undue delay, except where continued transfer is required by applicable law. Data already received by the third party remain subject to the third party's own legal obligations.

6. Right of Appeal

If we refuse or limit a request, the user may request reconsideration by contacting privacy@lumiunited.com. This does not affect the user's right to lodge a complaint with the competent authority or seek judicial or other available remedies.

7. Complaint Right

The user has the right to lodge a complaint alleging an infringement of Chapter II of the EU Data Act with the competent authority designated pursuant to Article 37 in the Member State of the user's habitual residence, place of work, or establishment.

Information on the competent authority or data coordinator may be obtained from the relevant Member State authority or the European Commission's published information on implementation of the EU Data Act.

8. Trade Secrets Statement

Certain technical data may contain trade secrets held by Lumi United Technology Co., Ltd. Where disclosure involves trade secrets, we will identify the protected data and apply proportionate confidentiality measures in accordance with Article 4(6) of the EU Data Act.

Such measures will not be used to restrict the user's access rights except as permitted by applicable law.

9. Contract Duration and Termination

- Service Duration: The contract for the related service remains in force while the user's account or relevant service remains active, unless terminated by the user or us in accordance with the applicable service terms.
- Termination Scenarios:

a. a. The user closes the account or terminates the relevant service in accordance with the applicable service terms;

b. b. We confirm completion of a valid account or service cancellation request; or

c. c. We discontinue the relevant service in accordance with the applicable service terms and applicable law.