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# Why Choose Ken's Study Journey?

Ken's Study Journey\* is a platform made by a Chinese A Level student, Ken Deng, which provides high-quality articles, resources, and even lectures related to my school life, study strategy, study tips, and study habits.

I am currently providing and recommending a range of great study habits (e.g. discovering knowledge in real life, using flashcards, using daily goals checklist) since 2019.

Since 2019, I have been featured by 2 extra curriculum institutions and a school:

- Aipei English
- TCTM (Tongcheng Tongmei) Programming for Children
- PCIS (Phoenix City International School)

I also have been praised by dozens of parents and teachers for my useful articles, study tips and great study habits. In other words, I may be a recognisable study tips provider by the public.

In order to study hard and get better results without increasing too much burden, I recommend students to be:

- Innovative
- Communicative
- Diligent / Industrious
- Risk-taking
- Resourceful
- Helpful
- Punctual / On time
- Active
- Obedient

I also have invented a great study tip and habit: discovering and applying knowledge in real life. Approximately 95% of other top students around world do not know doing this.

All public resources are free and non-profit, including my website, blog articles, PDF documents, tutorials and social media. Students, parents and teachers around the world can access them as they want.

I also provide assistance to students if they have difficulties on studying. You can contact me at any time, using my contacts on my website or at the end of this document. I am here to help you as long as I have free time.

"Ken is a top student in my class, who does not play games and has strong logical thinking skills."

My Programming Teacher

\* Note: Ken's Study Journey is the brand name of Ken Deng's public resources about studying.

# **Privacy & Cookies Policy (Simplified Version)**

Last Updated: 18 Apr. 2023 (Taken Effect on 1 May 2023)

Most recent updated items are shown in blue.

Note:

The simplified version is for ease of understanding only, which may be informal and contain emojis.

If you have reading skills, please also read the full (formal) text for full legal requirements.

# Why I made a Simplified Version?

In 2022, I discovered that some students violated. the Terms of Service on some websites (e.g. spam/negative content and even (D)DoS attack.).

Users, especially students, are not reading legal documents such as Privacy Policy and Terms of Service before using a service and hence violate them without their knowledge. They may be too long/hard to read.

# Hello there! I am Ken and welcome to Ken's Study Journey!

I care about your privacy 툏 and your privacy safety is my responsibility.

In order to protect your privacy value and comply with privacy regulations around the world, I made this policy to let you know how I use your personal information and data.

### 1. The service owner and data controller

I own this website and I handle and manage wour data and content on my services.

You can contact me using emails: ken@kenstudyjourney.cn (backup: kendeng1603@icloud.com, kendeng1603@outlook.com).

### 2. Information I collect

While using my services, I collect  $\stackrel{\checkmark}{\longrightarrow}$  some information for analytics, statistics  $\stackrel{}{\coprod}$ , improving my services  $\stackrel{\checkmark}{\mapsto}$ , and preventing spam and misbehaviours.

This includes information entered by yourself, such as your name , email address and password, plus information automatically sent by your browser, device or app , such as your browser type and IP address.

I only publicly display  $\neg$  your comments  $\bigcirc$  posted  $\bigcirc$  on my website, along with your IP address approximate locations ? ("State/ Province, Country").

My website and apps automatically report  $\stackrel{\bullet}{\longrightarrow}$  bugs  $\stackrel{\bullet}{\otimes}$  anonymously  $\stackrel{\bullet}{\otimes}$  to my server to enhance user experience  $\stackrel{\bullet}{\longrightarrow}$ . This does not  $\stackrel{\bullet}{\times}$  contain any personal information  $\stackrel{\bullet}{\Longrightarrow}$ .

### 3. Information I do not collect and share

Without your permission  $\widehat{\ }$  and law requirements  $\widehat{\ }$ , I do not  $\times$  collect and share your other personal information, including your **device**  $\mathbb{I}$  password  $\widehat{\ }$ .

### 4. Cookies

My services use Cookies to enhance your user experience  $\uparrow$  and for security  $\P$  purposes. All Cookies used are strictly necessary.

You can choose to delete or block Cookies, but my services may malfunction for you after blocking Cookies.

# 5. Privacy safety and encryption

My servers use strong security methods  $\widehat{}$  to transfer  $\widehat{}$  and store  $\widehat{}$  your data, such as HTTPS and TLS encryption.

All my servers are GDPR compliant . My China (CN) servers also have compliance of Internet Information Security Hierarchical Protection .

I use my maximum effort to enhance data security and privacy , but I cannot ensure that your data is 100% secure on my servers due to technology limitations.

I will let you know and notify authorities immediately if my servers are hacked and your data is leaked.

# 6. What data will I read and process (by humans)?

I will only read  $\blacksquare$  and process your public comments, messages, activity and error logs  $\blacksquare$  that need to be processed by humans  $\boxed{2}$ .

I read anonymous activity logs only when I need to investigate misbehaviours !! (e.g. (D)DoS attack and hacking) and service outages ...

I never x read your other information without your permission .

# 7. Third-party services, APIs and platforms

Only strictly necessary data to provide my services is shared with third parties and including Aiwen Technology IP address location big data, Amap map API, and Alibaba Mail.

Only your email address and IP address is sent to third parties.

I never x share your other information with third parties without your permission.

If my services are merged by another individual or company, I will let you know and your data will be transferred after 7 days, but you can reject the transfer, delete your account and data, and stop using my services.

### 8. Logs

My servers may keep logs, including times, URLs, IP addresses, port numbers and emails sent, to trace hacking, bugs and errors.

# 9. How long do I keep your data?

I only keep your data  $\stackrel{\frown}{=}$  for the shortest time  $\stackrel{\frown}{=}$  I need to provide my services  $\stackrel{\frown}{=}$  to you as possible.

All data is immediately permanently deleted from all my servers after finishing processing or you request me to delete them.

According to China laws and regulations, the logs will be retained for at least 6 months (180 days).

If I stop providing services, I will let you know, delete  $\overline{}$  or anonymise  $\overline{}$  your information and data within 7 days  $\overline{}$ .

# 10. Viewing, Correcting, Deleting Information and Opt-out

According to some privacy laws and regulations, you can contact/email me if you need to withdraw your consent, view, correct and/or delete your information or data on/from my services.

If a user using my services passes away!!, his/her family members can also send requests to view, correct and/or delete his/her data.

### 11. Permissions

My services, websites and apps never vuse sensitive permissions and information on your devices, including microphone and camera, without your consent.

They also do not ask - for permissions in advance - overuse - unnecessary permissions, or refuse - to provide services after rejecting  $\times$  unnecessary permissions.

# 12. Your rights to your data

You can control what data I collect and use. You can also modify and delete your data at any time.

# 13. Privacy Protection and Rights for Children and Parents

If you are under 14 years old, your parents acan control what data I collect and use, modify and delete your data.

# 14. Data Storage and Overseas, Cross-countries Data Transmission

I currently have server nodes in Guangzhou, China (CN) (main server), Singapore (SG) and London, the United Kingdom (GB).

Normally, you are directed  $\overline{q}$  to my nearest server node  $\overline{a}$ .

You can see which server node you have been allocated to (e.g. CN-CAN-01) at the website footer or HTTP header.

However, you can be temporarily **T** redirected to another server node when a server malfunctions. I will let you know if this happens.

In principle, to make your data safe, all user data 🧟 will be stored in China Mainland 💴.

Only the necessary data to provide my services is transmitted overseas  $\mathbb{Z}$  when necessary, which also uses adequate encryption  $\mathbb{Y}$  methods to ensure data security  $\mathbb{V}$ .

# 15. Legal

In order to protect your privacy  $\P$ , my services comply with some major privacy laws and regulations around the world, such as China Personal Information Protection Law, GDPR and CCPA.

# 16. Change

I may change the Privacy Policy at any time to improve the privacy protection measures and/or descriptions on my services.

# 17. About This Policy

You can contact me  $\stackrel{*}{\longrightarrow}$  if you cannot understand ? the Privacy Policy, or if you found  $\bigcirc$  I violated ! the policy.

# **Privacy & Cookies Policy**

Last Updated: 18 Apr. 2023 (Taken Effect on 1 May 2023)

Most recent updated items are shown in blue.

Hello there! I am Ken and welcome to Ken's Study Journey!

I care about your privacy and your privacy safety is my responsibility.

In order to protect your privacy and comply with major privacy regulations around the world, I made this policy to let everyone know about my privacy usage.

This Privacy Policy will describe:

- What information and data I will and will not collect and share;
- Why I collect your information and data;
- Your rights to your information and data, including viewing, editing and deleting;
- My server locations and where your data is stored;
- How long will I keep your information and data.

You may read the Simplified Version to briefly understand the content. However, please read the full text for full legal requirements.

#### 1. The service owner and data controller

This is a contract between Ken Deng ('I', 'me', and 'my') and the user ('you').

Ken's Study Journey is the brand name of my (Ken Deng's) public resources of my study tips and tutorials.

This website is my personal website, which does not belong to any companies or organisations.

My email address is ken@kenstudyjourney.cn (backup: kendeng1603@icloud.com, kendeng1603@outlook.com).

If you have any questions, need to withdraw your privacy consent or delete your data, or you found that I violated my privacy policy, please contact me.

#### 2. Information I collect

By using my services, you agree that I will collect some necessary information listed below for analytics, statistics, improving my services, and preventing spam and misbehaviours.

To better protect your privacy and personal information, I only collect the information strictly necessary for my services.

### Information entered by yourself:

- Your name/nickname;
- Your comments;
- Your email address;
- Your account password;

- Your content stored on Ken's Study Planner, including but not limited to study plan, goals, schedule, books;
- Your devices and display information on Ken's Study IoT.

# Information automatically sent by your browser, device or app:

- Your Internet Protocol (IP) address and its approximate location (see Section 7 below);
- Your browser's "User-Agent" information (including but not limited to browser and OS types and versions, browser language);
- Cookies and other identifiers (see Section 4 below).

### Information I collect in each feature/service:

- When you click the "Like" button in my articles, I will collect your IP address for analytics and statistics.
- When you post a comment on my website, I will collect your name/nickname, email address, comment, IP address and browser's "User-agent" information for analytics, statistics, public displaying your comment, replying to your comment and anti-spam requirements.
- When you subscribe to my email newsletter, I will collect your email address for your email subscription.
- When you sign up for an account on Ken's Study Planner and/or Ken's Study IoT, I will
  collect your email address, password, IP address and name/nickname for analytics,
  statistics, and for providing you with such services.
- When you log in to your Ken's Study Planner and/or Ken's Study IoT account, I will collect your email address, password, IP address and browser's "User-agent" information for providing you with such services and anti-spam requirements (e.g. to trace hacking).
- When you add, edit and/or remove content on Ken's Study Planner and/or Ken's Study IoT, I will collect your entered content, IP address, activity logs and browser's "Useragent" information for providing you with such services and anti-spam requirements (e.g. to trace hacking).
- When you add and use a device on Ken's Study IoT, I will collect your device's IP address, including IPv4 and IPv6 addresses, and your browser's "User-agent" information for providing you with such services, determine whether your device is online or offline, and anti-spam requirements (e.g. to trace hacking).

All information above has been collected within the last 12 months.

Only your name, nickname, comments and IP address approximate locations "State/Province, Country" will be displayed publicly. I do not publicly display your other information without your permission.

My websites and apps may send anonymous bug and crash reports automatically at any time without your knowledge to let me pinpoint and fix bugs and technical difficulties quickly and easily, and enhance user experience. This only contains URLs and relevant code file locations for reproducing the errors and does not contain any personal information including IP addresses.

### 3. Information I do not collect and share

I shall not collect and share your private information without your explicit permission except for the requirements of laws, including but not limited to:

- Your ID card number;
- Your physical address or GPS locations;
- Your credit/debit card information;
- Your browser's favourites bar;
- · Your screen;
- Your **device** password.

If I collect or share such information without your permission, except for the requirements of laws, regulations or authorities, it indicates that I violated the Privacy Policy and please contact me.

### 4. Cookies

My website uses Cookies to improve my services, enhance your user experience, enhance security, for personalisation including your preferences like dark mode, and for anti-spam and anti-abuse requirements.

I shall never share your Cookies. Your Cookies are stored in your browser securely, and on my servers only for encrypted unique login identifiers.

You have the right to choose to delete or block any Cookies. However, please note that disabling and/or blocking certain Cookies may cause an interruption in my services which will not function normally.

All Cookies with sensitive information (e.g. login identifier) are with Secure mode enabled, which will be transmitted from your browser only when using HTTPS.

#### **Cookies Details**

The following table illustrates the Cookies used on my services for different purposes. All Cookies used on my services are categorised as strictly necessary and there are no functional, analytics/statistics and marketing cookies.

Cookie Name	Category	Duration	Purpose
eucookie-banner- closed	Necessary	180 days	Indicate you have closed the Cookies banner.
apple-dark-mode	Necessary	180 days	Set the dark mode on the website.
<pre>articles_liked_<art ice="" id=""></art></pre>	Necessary	24 hours	Indicate you have liked an article. Avoid repeated votes and spam.
pm_login_secret	Necessary	180 days	Store the unique device identifier when logging in to your Ken's Study Planner or IoT account.

Cookie Name	Category	Duration	Purpose
iot_device_secret	Necessary	1800 days	Store the unique device identifier when adding a device on Ken's Study IoT.

# 5. Privacy safety and encryption

My services use HTTPS, SSL Certificates, TLS >= 1.2, HSTS policy, Content Security Policy and some strong encryption algorithms (e.g. AES-256) to encrypt and secure your data. For your safety, you should add https:// as the prefix of the web address (e.g. https://www.kenstudyjourney.cn).

The HSTS header of my website will be stored on your browser and is valid for 365 days (31,536,000 seconds) upon your first visit.

If you see security/privacy errors, including but not limited to 'Not (Fully) Secure', 'Certificate Error', 'Invalid Certificate' or 'Privacy Error', on your browser while using my website, please contact me to fix the problem and ensure data and personal information security.

All collected private information will be stored and encrypted on my China Mainland servers.

All IDC (Internet Data Centre) providers used have passed the European General Data Protection Regulation (GDPR) compliance process, plus Internet Information Security Hierarchical Protection for China (CN) server datacentres.

I use my maximum effort to enhance data security and privacy. However, despite adequate and modern security measures, there is no warranty that all information transmitted and stored can be 100% secure.

In the event of server hacking and disclosure of data (also known as Data Breach), I shall notify affected users within 3 days (72 hours), report to authorities, handle the leaked data securely using my maximum effort as soon as possible and prevent making the incident worse. In the occurrence of this case, the server(s) will perform an emergency Internet disconnection to protect your privacy according to my Terms of Service (Section 18).

# 6. What data will I read and process (by humans)?

I will read all public comments for moderation, replying and anti-spam requirements.

When I reply to your email messages, I will read your message, real name and email address for sending replies.

I will read anonymous error logs to track outages, identify and fix bugs and errors.

I will read activity logs only in case of misbehaviours (e.g. attacks such as (D)DoS, CC, etc. and hacking) or service outages for evidence investigation.

I shall never read your private data and personal information stored on my services, including but not limited to Ken's Study Planner and Ken's Study IoT, without your permission.

# 7. Third-party services, APIs and platforms

Without your permission, I shall never share your data collected by me and my server with third-party services and platforms except for some data that are necessary for the provision of my services.

To ensure the full functionality of my services, my services are currently using the following third-party APIs:

- Aiwen Technology (埃文科技) paid IP address locations big data
  - Website: ipplus360.com
  - Information to Share: IP address (including IPv4 and IPv6 addresses);
  - API Location (Data will be Sent to): China (CN);
  - Purpose: Obtain approximate location information of an IP address;
  - Method: Server-side API;
  - Privacy Policy (Chinese-Simplified): <a href="https://ipplus360.com/privacy-policy">https://ipplus360.com/privacy-policy</a>
- Amap (高德地图) map
  - Website: <a href="lbs.amap.com"><u>lbs.amap.com</u></a>
  - Information to Share: A specific longitude and latitude in an article (NOT your location);
  - API Location (Data will be Sent to): China (CN);
  - Purpose: Show a map on website articles;
  - Method: Client-side JavaScript (JS) API;
  - Privacy Policy (Chinese-Simplified): <a href="https://lbs.amap.com/pages/privacy/">https://lbs.amap.com/pages/privacy/</a>
- Alibaba Mail
  - Website: give.aliyun.com
  - Information to Share: Email address and content;
  - API Location (Data will be Sent to): China (CN);
  - Purpose: Send and receive emails using website domain name;
  - Method: IMAP and SMTP protocols;
  - Privacy Policy (Chinese-Simplified): <a href="https://help.aliyun.com/document\_detail/466827">https://help.aliyun.com/document\_detail/466827</a>.html

The API platforms may collect some information while using my services, including but not limited to:

- Your IP address (may be sent to Aiwen Technology, for obtaining IP address approximate locations);
- Your email address (may be sent to Alibaba Mail, for sending emails).

For more information, please refer to their Privacy Policy.

When you enter and associate Ken's Study Planner calendar subscription URLs (ICS/iCalendar format) with your third-party calendar applications (e.g. Ken's Study IoT, your system calendar, iCloud Calendar, Google Calendar), your events stored on Ken's Study Planner may be sent to the corresponding platforms subscribed to these URLs.

In principle, your data will not be sent outside my servers in case you associate multiple Ken's Study Journey products (e.g. associating Ken's Study IoT with your Ken's Study Planner calendar events).

I shall never transfer your information and/or data to a third party without notice and your consent.

In case of the acquisition or merging of my services by a third party, I shall post a notice to you about the receiver of your information and data. I shall also notify the receiver to continue complying with this Privacy Policy. Such information and data will be transferred 7 days after the notice. During this period, you have the right to reject the data transfer, delete your data and account, and stop using my services.

### 8. Logs

My servers may keep some activity logs including the times, URLs, IP addresses and port numbers. This is only used by myself for tracing outages and misbehaviours such as circumvention of security controls (also known as Hacking).

Ken's Study Planner and Ken's Study IoT may also record activity logs under your account. Such logs are encrypted, only visible by you, valid for 7 days, and used for trace and report hacking.

They also keep logs in case of an error or fault on client-side and server-side codes as references for debugging.

My email system may record and log an encrypted version of sent emails to trace hacking and HTML code errors.

# 9. How long do I keep your data?

I may keep some data on my servers for anti-spam requirements, for my analytics, and for subscriptions.

I will keep the following data on my servers until you request to delete them:

- Your subscription email address;
- Your comments (waiting for moderation or approved);
- Your data stored on Ken's Study Planner and Ken's Study IoT;
- Your account.

Apart from the data listed above, all other data will be saved for the shortest time that I need to provide my services to you.

- When you use Ken's Study Planner app without an account or without Internet access, your data will be stored on your device, and will not be automatically exported or uploaded to my servers;
- When you click the "Delete" button under your content on Ken's Study Planner or Ken's Study IoT, or when you remove a device on Ken's Study IoT, your corresponding data is to be permanently removed immediately from all my server nodes;
- Your email address is to be permanently removed immediately from all my server nodes after you unsubscribe from my email newsletter;

- Your email address and data are to be permanently removed from all my server nodes after 7 days upon your account deletion request;
- In accordance with China Internet Security Law (Section 21 (c)), activity logs are saved on my servers for at least 6 months (180 days);
- Anonymised error logs will be stored until the corresponding bugs will be successfully fixed;
- The rejected comments will be stored within 30 days on my servers in case of making references and processing your appeals.

In case of service termination, I shall notify you and the collected personal information and data shall be permanently deleted or pseudonymised within a reasonable period (no more than 7 days).

### 10. Viewing, Correcting, Deleting Information and Opt-out

According to CCPA (California Consumer Privacy Act), "sell", "selling", "sale", or "sold" means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer's personal information by the business to another business or a third party for monetary or other valuable consideration.

According to CCPA and China Personal Information Protection Law, you have the right to send a request email to me, using my contacts in Section 1 above, to view and/or edit your information, withdraw your consent, stop me from disclosing your personal information, and delete or edit your comments on my website, especially if you are a resident in California (United States) or China.

Your request email should include:

- subject: 'Website Privacy Consent Withdraw / Website Information Correction';
- type of your request: correcting/deleting your data, stopping me to sell your personal information, etc.;
- your full name\*;
- your email address\*;
- the country and/or city/province/state you live in\*;
- details of your request.
- \* The details of your request shall be collected and processed according to your request details and this privacy policy.

Once I received your request, I shall respond within 7 days, or within 45 days in case of the busyness of my study tasks. This request is completely free of charge and I will use understandable language to respond to you.

If you found that I infringed your privacy and violated this Privacy Policy, please contact me immediately. I shall delete relevant data within 7 days, or within 45 days in case of the busyness of my study tasks.

According to my Terms of Service, CCPA and China Personal Information Protection Law (Section 16), I shall not maltreat you even if you choose to reject me from collecting your

data or using Cookies, or you have sent me the requests mentioned above, unless they are required for the provision of my services, including necessary Cookies.

You may unsubscribe from my Email Newsletter and permanently delete your email address by clicking the "Unsubscribe" button/link at the bottom of any of my emails.

On Ken's Study Planner and Ken's Study IoT, you have the right to view, modify, correct, and delete your data in the corresponding sections and in Settings at any time. You can also delete your account in Settings by following the on-screen instructions.

You may choose to delete all Cookies from your browser, withdraw your Cookies consent, and send a request on this page:

### Do Not Sell my Personal Information

In case of the death of a Ken's Study Journey (including Ken's Study Planner and Ken's Study IoT) user, his/her parents have the right to view, modify and delete his/her information and data by sending such request to me for their legitimate interests.

#### 11. Permissions

My services shall not collect and use sensitive information on your device or browser without your permission, or use sensitive permissions without your consent, including but not limited to:

- Non-essential Cookies;
- · Microphone;
- Camera and Photos;
- Location services and GPS;
- Contacts;
- Files and Folders on your devices.

My websites and apps only use permissions strictly necessary for my services and only at the times when necessary. They shall not ask for permissions in advance, overuse unnecessary permissions, or refuse to provide services after rejecting unnecessary permissions.

You have the right to choose either to allow or reject them on your device and/or browser settings.

On new iOS and iPadOS, you have the right to opt to allow access to only certain photos, and/or choose "Ask App Not to Track".

On new iOS, iPadOS and macOS, you also have the right to trace Microphone, Camera or Location Services misuse on the orange, green or blue dots on the status bar at the topright corner of your screen.

# 12. Your rights to your data

You have the right to control my data usage.

You can block or disable Cookies in your browser settings. Also, you can enable sending 'Do Not Track' in your browser.

You also have the right to send me a request to view, edit, correct and/or delete your data (see Section 10 above).

# 13. Privacy Protection and Rights for Children and Parents

According to China Personal Information Protection Law (Section 31), my services have special privacy protection for children under 14 years old. Their parents have the right to consent, control and withdraw my usage of their information at any time.

Parents have the right to make requests to view, edit, correct and delete children's information and data according to Section 10 of this policy.

### 14. Data Storage and Overseas, Cross-countries Data Transmission

My servers are situated in the countries of my branches, the People's Republic of China (CN), Singapore (SG) the United Kingdom (GB), where China (CN) servers shall be the main servers.

The server locations, in Cities, are as follows:

- China (CN)
  - CN-CAN: Guangzhou, Guangdong Province
- Singapore (SG)
  - SG-SIN: Singapore
- United Kingdom (GB)
  - GB-LHR: London, England

All servers are connected, using Border Gateway Protocol (BGP) technology, with the following Internet Service Providers (ISPs):

CN-CAN-01 and CN-CAN-02

- China Telecom (AS4134)
- China Mobile (AS9808)
  - China TieTong (AS9394) (via China Mobile)
- China Unicom (AS4837)
- China Education and Research Network (CERNET) (AS4538)
- Alibaba Network (AS37963)
  - China Science and Technology Network (CSTNET) (AS7497) (via Alibaba Network, Beijing routing)
- China Broadcast Network
- Dr. Peng Network

### SG-SIN-01

- Singapore Internet Exchange (AS64050)
- Singapore Telecom/Telecommunications (AS3758, AS7473)
- NTT Communications (AS2914)
- GTT Communications (AS3257)
- Cogent Communications (AS174)
- Telia Company (AS1299)

- PCCW Global (AS3491, AS31713)
- Equinix (AS9498)

#### GB-LHR-01

- London Internet Exchange (LINX) (AS34984)
  - British Telecommunications (AS2856) (via LINX)
  - TalkTalk Communications (AS13285) (via LINX)
  - Sky Broadband UK (AS5607) (via LINX)
  - EE UK Limited (AS12576) (via LINX)
  - Telefonica UK Limited (O2) (AS35228) (via LINX)
  - Hutchison 3G UK Limited (AS206067) (via LINX)
  - Andrews & Arnold Ltd (AAISP) (AS20712) (via LINX)
  - Jisc Services Limited (UK Educational Network) (AS786) (via LINX)
  - China Mobile International (AS58453) (via LINX)
- Vodafone UK (AS5378)
- NTT Communications (AS2914)
- Cogent Communications (AS174)
- Telia Company (AS1299)
- Level 3 Communications (AS3356)

Based on the traceroute results on all server sides, inter-server data transmission is processed with the following ISPs:

- Between CN-CAN-01 and CN-CAN-02:
  - Direct Peering (Free) with Internal Network between different IDCs
- Between a China (CN) Server and a Server outside China:
  - In China Mainland: China Telecom (AS4134) or China Unicom (AS4837)
  - Outside China Mainland: NTT Communications (AS2914)
  - This transfer will be more rigorous with adequate additional data protection under some laws and regulations.
- Between two Servers outside China:
  - NTT Communications (AS2914)

In normal circumstances, you are directed to your nearest branch/server by the DNS and/or load-balancer. You may view the server number (e.g. CN-CAN-01) you have been allocated to at the website footer or HTTP header.

Server: Ken's Server Server-Node: CN-CAN-01

In rare circumstances where all servers in a region are overloaded or malfunctioning, you may be temporarily redirected to another server in another country/region and you agree that your data may be transferred overseas (usually for at least an hour, but for no more

than 3 days / 72 hours). I shall notify you, on the <u>Service Status Page</u>, of such an event and this is completely temporary.

In principle, to ensure data security, users in China Mainland shall not be redirected to servers outside China. In case of all CN servers malfunction, domestic backup servers will be used.

To prevent counterfeit web servers, PTR reverse DNS records are added to all server's IP addresses "<server number>.server.kenstudyjourney.cn". All server's IPv6 addresses contain "1603" in the seventh part.

I may increase the number of my server nodes in the future to further enhance user experience. Users with close distances may be allocated to the newly-added server nodes after adding them which may nestle in a different country/region. I shall notify you at least 7 days before the new server nodes will take effect.

In principle, to ensure data security and according to some privacy regulations, all private user data and information are stored in China Mainland (i.e. transfer, store and make backups of such data/information only among CN servers).

Publicly-displayed information, including but not limited to articles, videos, photos, and comments (not including email and IP addresses) will be distributed to all my servers worldwide after moderation and approval.

When users in other countries/regions are visiting my website and using my services, only some strictly necessary data and Cookies will be transmitted to corresponding locations where my server and the user nestle.

For users outside China Mainland having doubts or objections related to the places or methods of data transfer or storage, or if they are not complying with the laws or regulations of your places of residence, please contact me, using the contacts shown in Section 1, to process your data properly.

During the overseas and cross-countries data transmission, some level of protection methods shall be used, including but not limited to HTTPS, SSL Certificates, TLS 1.3 and some strong encryption algorithms (e.g. AES-256), to avoid interception and leakage by hackers. They will comply with the most relevant privacy regulations around the world.

# 15. Legal

I have made this policy in accordance with the privacy regulations, including but not limited to Personal Information Protection Law in People's Republic of China, General Data Protection Regulation (GDPR) in European Union and California Consumer Privacy Act (CCPA) in California, the United States.

This Privacy Policy is subject to change at any time to comply with the latest amendments of regulations mentioned above.

In accordance with China Personal Information Protection Law (Section 13) and European Union GDPR (Article 2, Section 9), I may collect and process your personal information without your consent, but with a notice as soon as possible, in the following circumstances:

• When necessary to conclude and perform the contract to which an individual is a party;

- When necessary to implement human resources management in accordance with the labour rules and regulations formulated according to law and the collective contract signed according to law;
- When necessary for the performance of legal duties or obligations;
- When necessary to respond to public health emergencies or to protect the life, health and property safety of natural persons in emergencies;
- When necessary to implement news reporting, public opinion supervision and other acts for the public interest, and handle personal information within a reasonable range;
- Dispose of personal information disclosed by individuals or other legally disclosed personal information within a reasonable scope;
- Other circumstances listed in laws and regulations.

The data collected by law requirements shall be collected, stored and encrypted on my servers accordingly. Please note that this may override the information declared in Articles 2 and 3.

The location of the signature of this agreement is in Guangzhou, Guangdong Province, People's Republic of China.

### 16. Change

This Privacy Policy is subject to change at any time to comply with the latest amendments of regulations, improve the declarations of my privacy usage, and adapt to the latest privacy protection technology development with a notice in the email newsletter and website notice area (orange blocks). The notice will include the date updated, content modified, and new effective date.

After updating rules and policies, you agree with the new version by continuing to use my services. If you do not agree with my new rules and policies, please unsubscribe from my content and stop using my services before the new effective date.

# 17. About This Policy

I will protect your privacy by following this policy.

Please supervise together. If you found I violate the policy and infringe your privacy, or if you have any doubts or concerns, please contact me using the contacts in Section 1 above and I will help you understand them, make a correction and remove collected data without your consent, if any, as soon as possible.

I reserve the right to interpret this policy.

# **18. Explanations of Proper Nouns**

#### Personal Information

From China Personal Information Protection Law (Section 4):

Any information that has identified or can identify a natural person and is recorded using electronic and other forms.

This does not include pseudonymised information.

#### **IP Address**

Internet Protocol Address to identify a place and/or device on the Internet. © 2019-2023 Ken's Study Journey <a href="https://www.kenstudyjourney.cn">www.kenstudyjourney.cn</a>

This may be IPv4 (e.g. 123.45.67.89) and IPv6 (e.g. 2401:1234:5678:90ab::cd:ef)

#### **Cookies**

Small text files (often encrypted) stored on browsers and apps.

They usually contain login information, your preferences, and activity records.

### **User-agent String**

A string sent automatically by web browsers and mobile apps to identify the browser and operating system (OS) type, version and language.

#### **URL**

Uniform Resources Locator that identifies each page on a website.

For example: https://www.kenstudyjourney.cn/about/

### Logs

Text files stored on web servers containing code file locations, access times, IP addresses, port numbers, domain names, etc.

This is used for future investigation in the event of misuse or code/server crash.

#### **Permissions**

Control by the user whether a website or an app can gain access to sensors and personal information on the browser or device.

This can be Camera, Microphone, Contacts, Photos, Location (GPS) Services, etc. and can be changed on device/browser settings.

#### API

Application Program Interface that can be used to integrate with other third-party services by entering and returning necessary data to provide extended functionality of services.

For example, my services use Aiwen Technology API and send the user's IP address to obtain its approximate location.

### **Pseudonymisation**

From China Personal Information Protection Law (Section 73 (d)):

The process of personal information after which a specific natural person cannot be identified and restored.

# **Terms of Service (Simplified Version)**

Last Updated: 18 Apr. 2023 (Taken Effect on 1 May 2023)

Most recent updated items are shown in blue.

Note:

The simplified version is for ease of understanding only, which may be informal and contain emojis.

If you have reading skills, please also read the full (formal) text for full legal requirements.

# Why I made a Simplified Version?

In 2022, I discovered that some students violated. the Terms of Service on some websites (e.g. spam/negative content and even (D)DoS attack.).

Users, especially students, are not reading legal documents such as Privacy Policy and Terms of Service before using a service and hence violate them without their knowledge. They may be too long/hard to read.

# Hello there! I am Ken and welcome to Ken's Study Journey!

In order to maintain a quiet, comfortable \( \bigsigma \), and safe \( \bigsigma \) study environment, I made my Terms of Service to regulate user behaviours. You should read carefully \( \bigsigma \) before use.

My services will not only comply with relevant laws and regulations but also be friendly to you and be a service provider you enjoy.

# 1. About my Services

You need to obey the rules to use my services.

My services include:

- Ken's Study Journey website;
- Ken's Study Planner website and app (coming soon);
- Ken's Study Internet of Things (IoT) (coming soon);
- Ken's Study Newsletter ;
- Activities a organised by me.

# 2. Who can Use my Services?

Hackers must report any errors and vulnerabilities found and mustn't disclose them before fixing or disrupt my service order.

Since the Tor browser can completely hide your identity with incognito mode which cannot, completely, be investigated, users are not allowed to use my services via this type of Internet access tools.

### 3. Languages

I speak English and Simplified Chinese.

My audio articles, videos and vlogs are currently available in English only, but all other services are available in both languages.

You can report any language errors (e.g. grammar, pronunciation and translation errors) on my services.

# 4. Study and Learn from Me

You can learn from my experiences , program codes , and other resources. You also can make friends with me and share your experiences.

You can use spider and web crawler programs to crawl publicly-displayed content, but they must follow the rules in the "robots.txt" file and should include the correct "User-agent" HTTP request header.

# 5. Equality

I do not discriminate against any users with different characteristics vuch as countries/regions and operating systems.

My servers are located in China, Singapore and the UK, but all services are available throughout the world with universal versions.

I also do not set any limitations on my services, such as the number of requests per IP address per minute and the number of devices logged in on an account.

#### 6. Assistance

If you need help ? at any point, you can contact me  $\stackrel{*}{\sim}$  to get help  $\stackrel{*}{\bowtie}$ .

#### 7. Account

You don't need an account to use most services, but you need it to use some services like Ken's Study Planner (web version) and IoT.

You may use false names or nicknames, but you must use your real (existent) email address for your account, and you mustn't impersonate others.

For your safety  $\P$ , you can be logged out  $\P$  from your device if you do not use your account after a long time  $\P$  (180 days).

Please let me know if your account is stolen or hacked.

# 8. Subscriptions

You can subscribe to my email newsletter if for free and you can unsubscribe them at any time by clicking "Unsubscribe" at the bottom of my email.

### 9. Comments

Note: I have temporarily turned off the Comments function for safety reasons (e.g. to prevent using false/non-existent email addresses). However, additional security measures may be implemented on it.

You can send comments on my articles in English and Chinese (emojis are allowed √) and they mustn't have prohibited content.

If your comment is rejected  $\chi$ , you can follow the email instructions, use the same identity and try to correct your comment until it is accepted.

I may show your IP address locations ? in "State/Province, Country" under your comments and profile in order to prevent spam and according to China regulations.

### 10. Censoring and Content Review

I only review your content on my services that displays publicly, such as your comments.

I may check activity logs recorded on my servers at any time, especially when my servers are down and/or hacked.

I may check the modules and webpages on my services and use Active Probing technology provided by ISPs to monitor my services at any time to make sure they work normally.

# 11. Fee, Sharing and Advertisement

My services are completely free, non-profit and non-commercial and do not have ads. You can use ad-blockers.

So, I do not accept business enquiries or advertisements.

You can share my articles and other resources, but you must not resell them and earn money.

# 12. Privacy and Cookies

I protect your privacy value and do not leak your private information without your permission according to my Privacy & Cookies Policy.

### 13. Third Parties

Third Parties are websites, companies, etc. other than me and you.

This includes my accounts on social media platforms like YouTube and Instagram ...

Only strictly necessary data  $\hat{\mathbf{y}}$  to provide my services  $\hat{\mathbf{z}}$  is shared with third parties  $\hat{\mathbf{x}}$ .

My services and I strictly follow the fair competition  $\bigoplus$  principle and I never  $\times$  suppress other competitors.

### Caution

Recently, I have **reported** a YouTube channel commented on one of my videos promoting its "Buy YouTube Views" service.

Ken's Study Journey never uses inappropriate methods (e.g. buying views) to get views and watches count.

# 14. Encouraged Content

You can send positive content, such as thank letters  $\stackrel{1}{\leftarrow}$ , festival greetings  $\stackrel{1}{\diamondsuit}$ , feature requests  $\stackrel{1}{\nearrow}$ , suggestions  $\stackrel{1}{\Rightarrow}$  and ideas  $\stackrel{1}{\diamondsuit}$ , and share your study-related websites and/ or channels.

### 15. Prohibited Content

Some countries  $\$ , regions  $\$ , cities  $\$ , schools  $\$  and colleges  $\$  may block/ban  $\$  negative content, websites, etc. to cease negative impacts  $\$ .

So, you can't  $\times$  send spam and negative  $\times$  content, such as profanity language  $\P$ , school bullying  $\times$ , laughing  $\cong$  at or exerting unnecessary burden  $\cong$  on others. This includes their encrypted/encoded forms (e.g. Base64, Unicode) and URLs/links  $\circledcirc$ .

You also need to follow the China laws and regulations while posting your content. For example, porn, gambling and phishing are prohibited by laws.

You can see some examples of violations  $\stackrel{1}{\blacksquare}$  and suggestions  $\stackrel{1}{\blacksquare}$  in the full version of the Terms of Service.

#### 16. Prohibited Actions

You cannot occurry out misbehaviours on my services without my permission.

For example, (D)DoS attack, hacking, imitating others, using false or non-existent email addresses, reselling my free things and earning money, imitating my brand and website/app, and massively uploading and/or downloading meaningless materials only to occupy my server's storage space and/or bandwidth are not allowed.

# 17. Copyright and Content Licensing

When you post your content on my services, your content remains yours and you keep your copyright, but you are giving me your permission (or formally and legally speaking: the licence) allowing me to store, distribute and display your content. When you use my services and apps, I also give you my personal (non-commercial) permission to use them.

I may update my apps at any time to provide new features and enhance security .

My materials  $\longrightarrow$  and resources are protected by copyright  $\bigcirc$ , but you **can** read  $\square$ , play  $\square$ , perform  $\nearrow$ , share  $\longrightarrow$  my content and use them for educational purposes without my permission.

I reserve all rights to my Articles, YouTube videos and Social Media Posts (depending on the platform's policies).

However, my creative items including posters, banners, slogans and templates are in CC BY-NC-SA license.

This means that you can modify and re-distribute them without my permission, but you must include credits (i.e. include my name and link back to my website and original content).



You can use my materials personally , but you cannot resell my free materials and earn money or reclaim my copyrighted items, without my permission.

If my content infringes 1 your copyright, please contact me to delete or credit them.

### 18. Termination and Violations

I understand that some students may violate rules by mistakes, so I will educate you to correct your behaviours if you violate my Terms of Service.

Don't be disheartened if you violated my Terms of Service by mistake. I will **not** penalise you but will lead you to the right direction and you can correct your errors.

I may ban  $\bigcirc$  users, or even notify authorities in the worst case, for repeated  $\bigcirc$  violations without any corrections  $\times$  in a short time  $\boxed{\mathbb{Z}}$ .

If your account is hacked/stolen a, let me know and you may not be penalised.

If you want to stop—using my services, you can delete your account (by clicking Delete Account on Study Planner Settings) and unsubscribe from my email newsleter and delete Cookies by yourself.

You may need to complete a CAPTCHA and/or code verification if my system suspects the traffic comes from robots .

To ensure data security, my servers may disconnect from the Internet immediately if the system detects continuous hacking or (D)DoS/CC attack.

If there is (D)DoS/CC attack causing severe service interruptions  $\Lambda$ , I may notify ISPs  $\mathcal{O}$ , authorities  $\hat{\mathbf{m}}$ , and even the Internet police  $\hat{\mathbf{g}}$ .

#### Caution

(D)DoS and/or CC attack is **illegal** in some countries or regions.

If the attack(s) cause severe service interruptions, you may be punished by laws. If there is a problem, you should first politely contact the platform and provide your suggestions.

If you point your domain name to my server's IP addresses , my servers will drop your connection.

### 19. Disclaimer

I pay my maximum effort / to ensure that my services work best for you.

You may check my service status on the Status Page (<u>status.kenstudyjourney.cn</u>) at any time.

However, I cannot guarantee that my services can work 100% correctly at all times and are compatible with your devices and operating systems (OS), and all content on my services is 100% correct and accurate.

I have no responsibility. for such outages or damage, including third-party websites and links of displayed.

I will not compensate (indemnify) you! for some inexorable situations, such as natural disasters, and unstable Internet.

# 20. Indemnify

I will indemnify you if my services result in your property loss (e.g. damaging your devices).

You should also compensate me if you violate my Terms of Service and result in my property loss.

# 21. Anti-Fake and Anti-Phishing

My website (<u>kenstudyjourney.cn</u>) has passed ✓ the China ICP Registration . You can check ✓ it on China MIIT Website (beian.miit.gov.cn) to prevent ⑤ fake websites.

My emails have unique codes at the bottom. You can check it on Check Email Validity Page.

I am using some technical measures to prevent fake emails from impersonating my domain name.

### 22. Legal

My servers and branches are in the People's Republic of China (PRC) and so my services follow China laws and regulations.

# 23. Change

I may change my policies (e.g. Terms of Service) at any time according to the laws and regulations. I will notify you after each change.

If you continue to use my services after such changes, you should agree with the new policies, or you will need to stop using my services.

### 24. About the Terms

You can <u>contact me</u> if you have any questions/doubts about this Terms of Service.

# **Terms of Service**

Last Updated: 18 Apr. 2023 (Taken Effect on 1 May 2023)

Most recent updated items are shown in blue.

Hello there! I am Ken and welcome to Ken's Study Journey!

In order to maintain a quiet, comfortable, and safe study environment, I made my Terms of Service to regulate user behaviours while using my services. You should read carefully before use.

My services will not only comply with relevant laws and regulations but also be friendly to you and be a service provider you enjoy.

To improve clarity, for the parts on these Terms following relevant law(s) and regulation(s), if any, the name(s) and section number(s) of the law/regulation text may be labelled wherever possible.

This Terms of Service will describe:

- What are allowed and not allowed to do on my services;
- Copyright and licensing of my projects;
- What are covered and not covered in my liability;
- The measures to be taken if you violate the Terms of Service;
- Regulations I comply with.

You may read the Simplified Version to briefly understand the content. However, please read the full text for full legal requirements.

# 1. About my Services

This is a contract between Ken Deng ('I', 'me', and 'my') and the user ('you').

Ken's Study Journey is the brand name of my (Ken Deng's) public resources and services of my study tips and experience.

My services include:

- Ken's Study Journey website (www.kenstudyjourney.cn);
- Ken's Study Planner website (planner.kenstudyjourney.cn) and app (coming soon in 2024);
- Ken's Study Internet of Things (IoT) (iot.kenstudyjourney.cn) (coming soon);
- Ken's Study Newsletter;
- Activities organised by me.

This document applies to all of my services.

Anyone who uses my services shall agree with the Terms of Service and Privacy Policy. By clicking the "Agree" button and using my services, you consent that you agree with such policies.

If you do not agree with them, you shall unsubscribe from all of my content and stop using my services.

My servers run 24 hours a day and you may use my services at any time, such as morning, afternoon, evening and even midnight.

# 2. Who can Use my Services?

Anyone at any age can use my services.

If you are a kid under 12 years old inclusive, you should use my services under the supervision and guidance of your parents.

If you are a parent and you allow your children to use my services, you should supervise them with obedience to my Terms of Service, letting them use my services in an appropriate way.

If you are a hacker, you shall report the bugs and vulnerabilities found in my services to me. You shall not disrupt the order of or destroy my services, or disclose the vulnerabilities publicly until they are resolved.

Users shall not use completely incognito and anonymisation Internet access tools which cannot be investigated, including but not limited to Tor browser, but not including regular browser's incognito mode and proxies. My services do not and never include domain names or Internet addresses dedicated to such tools, including but not limited to '.onion' domain names.

### 3. Languages

I speak English and Chinese (Simplified, Mandarin (简体中文)). You can send me comments and messages in both languages.

With the following exceptions of English-only services, all other services are available in both languages:

- Ken's Study Journey Audio Articles;
- My YouTube videos and vlogs.

You may choose a language suitable for you, or use translators or translation apps to translate them into the language you are speaking.

You may report mistakes in languages such as English grammatical, spelling, pronunciation and language translation errors. I will correct them with my maximum effort.

I use my maximum effort to translate most parts of my services correctly. However, there is no warranty that all information is translated correctly. The English version shall prevail if there are translation errors, unless noted otherwise.

# 4. Study and Learn from Me

You may disassemble my programs and apps described as 'free software' or 'open-source software'. Such codes obtained shall be used for studying or doing research.

You may make friends with me and/or share your personal experiences and study effectively. For example, you can send comments and/or emails.

You are allowed to use spider and web crawler programs to crawl publicly-displayed content on my services, provided you obey the rules listed in the robots.txt file. However, you shall not crawl any private information, including but not limited to accounts, passwords, email addresses, and API keys.

Spiders, robots and crawlers should include "bot", "spider" and/or "crawl" keywords in the "User-agent" HTTP request header to avoid interference to the website statistical data.

### 5. Equality

Anyone may use my services at any time, regardless of their gender, age, racism, country/region, IP addresses MAC addresses, ISP (AS number), browser, operating system (e.g. Windows, macOS), brand or model of devices, screen size, etc.

However, according to Section 2 above, in order not to harm my website security, I may block/ban IP addresses of the Tor network.

All users and devices are treated equally and they have the equal right to enjoy all services. I shall not discriminate against any users.

My services will function only with Internet access, except for Ken's Study Planner appinstalled on your devices.

All components of my services are deemed as international (worldwide) versions. They do not contain any country/region-specific versions. For example, your comment posted on my website may be visible to visitors outside your country/region.

My servers are located in the People's Republic of China (CN), Singapore (SG) and the United Kingdom (GB). However, unfortunately, while using my services in other countries/regions:

- There is no guarantee that my services are accessible in all other countries/regions (e.g. it may not be accessible due to Internet Shutdown in your region);
- There may be an increased Internet latency (100ms to 300ms) when you use my services, especially Ken's Study IoT devices, outside China, Singapore, the UK and their adjacent countries/regions.

I understand that certain third-party services and platforms (including but not limited to YouTube and Instagram) may be unusable but my services are usable in some countries/regions.

For this reason, I pay my maximum effort to store a copy of my content posted on third-party platforms on my web servers.

I understand that there may be many visits under the same IP address in a short time. For example, the number of visits may surge in case of sharing of my website at a school by students and/or teachers.

For this reason, I do not place rate limits on the number of requests on any IP address. I also do not place limits on the number of characters on your password and content, the number of devices signed in and used simultaneously on your account, the number of physical devices added on Ken's Study IoT, and the number of items, including projects and events, you add on Ken's Study Planner.

### 6. Assistance

I use my skills and maximum effort to help others on studying, by solving others' problems, interpreting my content in an understandable format, providing personal advice, making tutorials, and generating personal ideas.

You may request assistance at any time by contacting me on the contact page unless I do not have free time. This is completely free of charge.

### 7. Account

You do not need to create an account for browsing my website, sending comments, liking or voting on my articles, or using Ken's Study Planner app installed on your devices.

However, you will be required to create an account to use certain services, including but not limiting to Ken's Study Planner web version and Ken's Study IoT.

You shall provide and verify your currently-using email addresses when creating an account to verify your identity. You need to use them to recover your account or reset your password.

You may use false names or nicknames, but you shall not impersonate others. Your account names/nicknames shall obey Section 8 in China Internet User Account Information Administration Regulation. This means the names/nicknames shall not contain prohibited content.

To prevent users from using false or non-existent email addresses, I reserve the right to validate the MX (email server) DNS records on the email domain names. My system and I also reserve the right to take measures for such fraudulent users, including but not limited to deleting your comments and refusing to send email verification codes.

You are required to make security configurations on your account and ensure their confidentiality, including but not limited to passwords and/or two-factor authentication.

To enhance account security and trace unauthorised access (also known as Hacking), my servers may send you login reminders and retain activity logs for a limited time.

In order to alleviate the burden on my servers and enhance account security, you may be logged out from a device if you do not use it for more than 180 days. However, your account will be retained on my servers and you can log in again to continue using it.

I shall have no responsibility for any data loss on your accounts from any user operations, except for the server-side errors and configurations.

You have the right to report any unauthorised or suspicious access to your account to me.

All information, such as passwords, is saved and encrypted on my server securely, and I shall notify you in the event of Data Breach (e.g. password leaking) (read Privacy Policy for more information).

# 8. Subscriptions

You may subscribe to my articles and email newsletter to get my latest articles and news. You also have the right, at any time, to cancel your subscription at any time by clicking the Unsubscribe link or button in the footer of any email.

The subscriptions are completely free of charge.

In the event of a cancellation request regarding your subscriptions, such operations, including but not limited to the removal of your email address, shall be executed accordingly and immediately.

The new content notifications will be sent to the subscribers by the system automatically. I shall not modify the subscriber details of my newsletter without your permission or send spam emails to the subscribers.

I shall never leak your email addresses without your permission and you may use some privacy protection measures, including but not limited to Apple's iCloud+ Hide My Email.

#### 9. Comments

Note: I have temporarily turned off the Comments function for safety reasons (e.g. to prevent using false/non-existent email addresses). However, additional security measures may be implemented on it.

You may send comments on my articles to express your opinions, ideas, or suggestions. However, you must not send prohibited content listed in Section 15 below.

I only accept comments in English and Chinese (both Simplified and Traditional). I will reply using the corresponding language. You may also use emojis in your comments. All comments in other languages may be neglected and deleted.

I reserve the right to reject and delete spam and negative comments that can negatively affect the views, subscribers amount or my mood, with an email notice.

You may follow the email notice to attempt to correct your comment and send it again until approval. I do not limit the number of times of correction and resending. However, you shall not ignore reminders/warnings and repeat violations without any corrections or change identities.

In accordance with Section 12 of China Internet User Account Information Regulation and in order to further prevent spam/negative comments, the location of commenter's IP addresses, with the precision of "State/Province, Country" provided by ISPs and Aiwen Technology, may be shown on your publicly-displayed comments and profile information.

This will **not** disclose your IP addresses. Unfortunately, the IP-based locations of all comments before 2023 are shown as 'Unknown'.

# 10. Censoring and Content Review

I only review the content that displays on my website publicly artificially, including but not limited to comments, to determine whether they contain prohibited content.

However, I shall never check your other content, including but not limited to your confidential data entered on Ken's Study Planner and Ken's Study IoT or your password, unless required by laws, regulations or authorities.

I never review your content on third-party platforms (outside my domains: kenstudyjourney.cn, kenstudyjourney.com and their apps) without your permission.

In case of a service outage or misbehaviours (e.g. hacking), I reserve the right, at any time, to investigate logs stored on servers. Private information on logs shall be kept confidential, according to laws and regulations.

I may inspect modules, features and webpage content on my services randomly at any time to check for bugs, errors and unauthorised/illegal modifications by hackers.

In order to improve my website and services liability, I may, at any time, use Active Probing technology to check my website performance and loading speed in different cities in real time. The Active Probing service is provided by Chinese ISPs.

# 11. Fee, Sharing and Advertisement

All services, including my YouTube channel, are completely free of charge, non-profit and non-commercial without any advertisements or sponsors (i.e. volunteering using my free time).

Hence, I do not accept any form of business, commercial advertisement and sponsor enquiries or requests.

You are allowed to use an ad-blocker on your browsers and devices while using my services.

You may share, pass, and make copies of my content, including but not limited to my articles and PDF files, to your friends or any other people free of charge, unless noted otherwise.

However, you shall not resell them with monetisation or for commercial purposes without my permission.

# 12. Privacy and Cookies

My website uses Cookies and/or similar technologies to make statistics, improve my services, let you have a better experience, browse my website better and safely, and for anti-spam requirements.

I shall not collect or share your private information (e.g. ID Card Number) without your permission or legal requirements.

You have the right to control my privacy usage, including but not limited to viewing, modifying, correcting and deleting your data on my services, at any time.

More information and details are described in Privacy & Cookies Policy.

#### 13. Third Parties

Third Parties are other entities, including but not limited to websites, companies, APIs and services other than me and you.

This includes my accounts on social media platforms, including but not limited to YouTube and Instagram.

As described in Privacy & Cookies Policy, I shall only share some strictly necessary data for the provision of my services to third parties.

My services and I strictly follow the fair competition principle and use my real effort to get achievements. I shall not and never suppress other competitors. However, please note that I may overtake other competitors.

### **Caution**

Recently, I have **reported** a YouTube channel, without any videos, who has commented on one of my videos promoting its "Buy YouTube Views" service with a website link.

This violated both my Terms of Service (Section 15, Spam Content, 1. Advertisements) and the YouTube Community Guidelines (Fake Engagement).

Ken's Study Journey strictly uses regular ways with its real effort to get views and watches count. It does not use inappropriate methods (e.g. buying views).

I shall have no responsibility for third-party links displayed on my services.

My server's IP addresses (including IPv4 and IPv6 addresses) are NOT my properties, which always belong to Internet Service Providers (ISPs).

# 14. Encouraged Content

You are allowed and encouraged to send positive content, including but not limited to:

- Article/Video requests;
- Feature requests on my services;
- Additional server requests, including your country/region and/or IP address(es);
- Your problems on studying;
- Your suggestions and ideas;
- Point out my mistakes (e.g. my English pronunciation in my audio articles);
- · Thank letters;
- Say 'Hello!';
- Festival greetings;
- Ask me for teaching some knowledge (if you are a student);
- Share your own experiences;
- Encourage others to study better;
- Share your study/productivity resources, including but not limited to your websites, blogs, and channels on video websites (e.g. YouTube channel).

#### 15. Prohibited Content

Some countries, regions, cities, schools and colleges may block/ban negative content, websites, etc. to cease negative impacts. For this reason, your content on my services shall not include the prohibited content described below.

As a Chinese service provider and platform, your content shall obey the regulations in such countries and your locations.

By using my services, you agree not to post the following content:

### **Prohibited Content under China Regulations**

# All following information is not allowed, whether it is Prohibited Content or Harmful Content.

(From Articles 6 and 7 in China Internet Information and Content Econology Administration Regulation)

#### **Prohibited Content**

- Opposing the basic principles defined in the constitution;
- 2. Endangering national security, divulging state secrets, subverting state power and undermining national unity;
- 3. Harming the honour and interests of the state;
- 4. Distorting, vilifying, blaspheming or negating the deeds and spirit of heroes and martyrs, and infringing upon the names, portraits, reputation and honour of heroes and martyrs by insulting, slandering or other means;
- 5. Propagating terrorism or extremism or inciting terrorist or extremist activities;
- 6. Inciting national hatred and discrimination and undermining national unity;
- 7. Undermining state religious policies and propagating cults and feudal Superstitions;
- 8. Disseminating rumours and disturbing economic and social order;
- 9. Disseminating obscenity, pornography, gambling, violence, murder, terror or abetting crime;
- 10. Insulting or slandering others and infringing upon the reputation, privacy and other legitimate rights and interests of others;
- 11. Other content prohibited by laws and administrative regulations in the PRC (People's Republic of China).

#### **Harmful Content**

- 12. Using exaggerated titles, and the content is seriously inconsistent with the title;
- 13. Hype gossip, scandal, bad deeds, etc;
- 14. Improper comments on natural disasters, major accidents and other disasters;
- 15. With sexual suggestion, sexual teasing, etc., which are easy to make people have sexual Association;
- 16. Show people's physical and mental discomfort caused by blood, horror and cruelty;
- 17. Inciting crowd discrimination, regional discrimination, etc;
- 18. Propagating vulgar, vulgar and kitsch content;
- 19. Content that may cause minors to imitate unsafe behaviours, violate social morality, induce minors' bad habits, etc;
- 20. Other content that have an adverse impact on the network ecology.

Note: This text was translated from regulation text written in Chinese. The Chinese version shall prevail if there are translation errors in this section.

### My Prohibited Content

My personal prohibited content consists of two categories: Spam Content and Negative Content.

As part of the prohibited content types, some examples of violations and suggestions for changes are also provided to provide for ease of understanding. Please note that the examples are fictitious.

### **Spam Content**

The meaningless content, with the sole purpose of exerting unnecessary burden and occupying server/page storage space.

- Advertisements of paid services or products, including but not limited to SEO (Search Engine Optimisation), Search Engine Page Ranking and Website Design; For example: "Buy YouTube Videos - Link in Bio"
- 2. Phishing scams;
- 3. Malicious codes and computer viruses; Including but not limited to: XSS and SQL injection partial or full codes. You may send codes to discuss programming problems, but you shall not send harmful codes.
  - For safety reasons, the codes will be escaped and hence will not be executed. For example: "<script>alert("XSS attack");</script>"
- 4. Large amount of repetitive content without positive meanings;
- 5. Exert unnecessary burden on others; For example: "If you have time, you need to take more time to solve your website SEO problem." Suggestion: "If you have time, I recommend you make SEO optimisations so it will
- 6. Content completely unrelated to myself, my content (e.g. articles, videos), my resources (e.g. website, YouTube channel), my schools or educational institutions, my topics (e.g. studying, programming), etc.;
- 7. Other meaningless spam content.

attract more visitors."

### **Negative Content**

The content with potential negative impacts on myself, other students, other visitors, viewers and users, and other study resources.

- 1. Content that can damage the reputations of me, my school, my extra curriculum institutes, etc.;
  - For example: "You are wrong, I am a top student."
  - Suggestion: "There are also some top students indeed, but I hope you can overtake them in the future."
- 2. Content that can interrupt me and others from studying normally without positive reasons;
  - For example: "Stop involution and you can't overtake others."
- 3. Content that can disrupt the order of keeping my website or server running normally;
- 4. Content related to piracy or cracked software and apps;

- 5. Content that can suppress other competitors; For example: "Your website is a \*\*. You should look at his website: (website URL link)."
- 6. Laugh at or scold others;
  For example: "Ha ha! I have got an A\* in Computer Science (0478), but you only got an A."
  Suggestion: "Hope you can get an A\* in Computer Science next time! Come on!"
- 7. Negatively comment on others' weaknesses;
  For example: "Many websites are making website SEO optimisation, but I discovered that your website is not optimised. This is not good."
  Suggestion: "Many websites are making website SEO optimisation and you can consider it too in your free time. This can encourage more people to search your content."
- Profanity, obscene or school bullying language;
   For example: "I am a fool."
   Suggestion: "Your study resources are amazing. You are my idle and I should learn from you."
- 9. Games, blogs, video website channels, etc. irrelevant to studying with negative impacts;
- 10. Encoded/Encrypted form of Prohibit Content, including but not limited to Base64, URL Encoding and Unicode containing Prohibited Content after decoding/decryption; For example: "Base64: SSBhbSBhlGZvb2w=", "%E6%88%91%E6%98%AF%E5%82%BB%E9%80%BC"
- 11. Providing induced links to Prohibited Content and/or Images, including but not limited to external links majorly containing prohibited content;
- 12. My other prohibited negative content.

You shall also not mix, sandwich or embed spam or negative content mentioned above into your legitimate (positive) content, or **partially** block sensitive/profanity words.

For example: "I really enjoy this article, tfhuacnkk you!".

Suggestion: "I really enjoy this article, thank you!".

If you have any doubts about whether certain content or behaviour is banned, you have the right to ask me and confirm.

I reserve the right to reject any prohibited content on my services during the moderation process with an email notice. You may correct your content and re-send them.

I also reserve the right to refuse to send notification emails for repeated violations or for using false (non-existent) email addresses.

### 16. Prohibited Actions

By using my services, you agree not to do the following without my permission:

- 1. Illegally destroy or intervene my website, systems, or servers from functioning normally, including but not limited to (D)DoS and CC attacks;
- 2. Circumvent my server's security controls and gain access or permissions illegally (also known as Hacking), including but not limited to massive port scanning, password brute-force cracking, SSH, XSS and SQL injection;
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- 3. Leak my private/personal information;
- 4. Send mass spam (unsolicited) or negative content to me by batch;
- 5. Resell my free resources and monetise, or use them for commercial purposes;
- 6. Trespass into my private areas;
- 7. Trespass into my website's backend or administration page, including but not limited to FTP, web admin page, SSH, remote desktop;
- 8. Point your domain names to my server's IP addresses;
- 9. Make and publicise counterfeit Ken's Study Journey websites and/or login pages to defraud visitors to defraud users;
- 10. Send phishing emails using my personal brand to my users;
- 11. Spread rumours about me, my website and resources with harmful effects;
- 12. Impersonate me and use my identity, including but not limited to my name, head image, email address, and username, to create accounts or post content on other third-party websites and platforms;
- 13. Intend to prevent others from using my services and resources, including but not limited to intending to prevent other users/students, under the same internal network and public IP address, by making your public IP address banned by violating Terms of Service;
- 14. Massively upload or publish meaningless content or sign up for too many accounts on my services, with the sole purpose to occupy my servers' storage space;
- 15. Massively download large files from my services, with the sole purpose to occupy my servers' Internet bandwidth;
- 16. Hack into or control others' Ken's Study IoT account(s) and/or device(s) without permission;
- 17. Upload advertisements or prohibited content on Ken's Study Planner and/or Ken's Study IoT **and** publicly share user accounts, API keys or links;
- 18. Use false, other's or non-existent email address(es) to post comments and/or sign up for accounts;
- 19. Buying and selling accounts of my services, including but not limited to Ken's Study Journey, Ken's Study Planner and Ken's Study IoT accounts.

# 17. Copyright and Content Licensing

By uploading and posting content on my services, you grant me a licence that is:

- Non-exclusive: You can license your content to others.
- Worldwide: The license is valid around the world.
- Royalty-free: There is no monetary fee to use your license.

The license allows me to do the following on your content:

Store and transfer your content among my web servers;

 Display your content publicly on my services, including but not limited to your comments, but not including your private data on Ken's Study Planner and Ken's Study IoT.

However, I shall not claim any of your content uploaded and posted on my services.

By using my services and apps, I grant you a license that is Personal, Non-exclusive, Worldwide and Royalty-free to download, install, run and use the services and apps.

My services and apps are subject to update at any time for new features and security purposes. You are obligated to check for the latest versions of my apps. The old versions of my apps may not be usable after the release of an update.

My free content and resources, including but not limited to posters, slogans, articles and PDF resources, are copyrighted.

Regardless of the licence types, you are **always allowed** to read, play, perform, publicly show and share my content without my permission and without credit. You are also allowed to use them for educational purposes.

I reserve all rights to the following content:

- My videos and vlogs;
- My posts on third-party social media platforms (this may vary among platforms);
- Ken's Study Planner and Ken's Study IoT (website and app, freeware);
- My website interface;
- My website articles, including its translations and audio articles.

Without my permission, you shall not reblog or republish such content.

However, the following content is under Creative Commons (CC) BY-NC-SA license, unless noted otherwise:



- My free resources;
- My slogans;
- My posters and banners (e.g. Great Study Habits are Productive posters);
- My home bedroom design and decorations;
- My desktop backgrounds;
- My invented study techniques;
- My template files.

You may download, print out, apply and imitate (e.g. in your bedroom) such content without my permission and without credit.

You **may** make derivatives on and republish such content without my permission, with the following credit where possible:

 Article/Resource Link (e.g. https://www.kenstudyjourney.cn/inventions/), where possible

- Author's Name (By: Ken Deng) and/or "Ken's Study Journey", backlinking to the website
- License: CC BY-NC-SA 4.0

You may not remove copyright symbols or identifiers, on my resources or reclaim them as your own projects.

You shall not resell my materials and monetise, or use them for commercial purposes without my permission.

If you have any doubts about whether my content can be used in a specific way, you have the right to ask me and confirm.

If you discover my content, including but not limited to my articles, infringes your copyright, you may <u>contact me</u> and I shall delete or credit them as soon as possible.

### 18. Termination and Violations

I understand that some students do not have adequate listening, reading and language comprehension skills and hence may violate terms and rules by mistakes.

I will give you criticism and education, a reminder (or a warning for the most severe cases) for the first violation, and I will give you a chance to correct your errors. Such violated content shall be deleted.

I reserve the right to delay moderating/reviewing and replying to your content for intentionally repeating sending a large amount of prohibited content causing me too much burden.

I reserve the right to ban any user accounts and/or notify authorities for repeated violations of these Terms of Service without any corrections after receiving reminders and/or warnings within a short period to cease negative impacts to my services and communities, including:

- Account Ban with Education: Ban until you complete education and exercise provided (or wait for 30 days);
- Account Ban with Reflection: Ban for a limited time, ranging from 1 hour up to 30 days;
- Notify Authorities: By checking IP addresses, notify relevant schools and/or authorities.

Unless required by laws, regulations or authorities, or in case of re-registered (or similar) accounts after an account ban, I shall:

- not ban any user accounts for more than 30 days or permanently;
- **not** ban your user account for the first violation;
- not ban any IP addresses or devices (except for Tor's IP addresses);
- notify you, with detailed reasons and an appeal form, when you violate my Terms of Service.

In the event that your account is hacked and used for misbehaviours, and you did not perform such action(s), you may appeal with measures including reminders, warnings and bans. The restrictions on your account, if any, may be removed and the first hacker may be penalised. In some cases, your account may be locked until you secure your account.

I reserve the right to report counterfeit Ken Deng or Ken's Study Journey websites or phishing emails to ensure students have a safe studying experience and environment.

You may delete your account by clicking "Delete Account" in Ken's Study Planner or Ken's Study IoT "Settings", unsubscribe from my newsletter, delete browser Cookies, and stop accessing my website if you intend to not use my services in the future at any time.

The Terms of Service shall be terminated in the event of the cancellation of my services.

The login pages on my services involve robot/crawler detection and prevention system. My system reserves the right to place additional CAPTCHA verification codes for such suspected traffic.

My server nodes involve security monitoring and control systems (like fuses in circuits). The servers will present an Emergency Internet Disconnection and notify me when it detects continuous hacking or (D)DoS/CC attack attempts to protect your data security.

In case of a severe (D)DoS and/or CC attack causing severe service interruptions:

- If it comes from China Mainland (including all attacks to Chinese servers, regardless of the attacker's locations): Depending on the severity, Send abuse complaints to ISPs, Notify authorities, and/or Report to cyber police (Internet police).
- If it comes from other locations: Send abuse complaints to ISPs.

#### Caution

(D)DoS and/or CC attack is **illegal** in some countries or regions, even if it is an illegal website.

If the attack(s) cause severe service interruptions, the attacker may be subject to legal responsibility and even commit crimes.

The correct way to solve a problem is to use polite language to contact the platform, providing your suggestions (i.e. how to improve their services) in the first step.

In case of pointing your domain names to my server's IP addresses, my servers and ISPs reserve the right to drop such malicious requests, including but not limited to redirecting to http://0.0.0.0 and TCP Connection Reset, and keep logs.

#### 19. Disclaimer

I pay my maximum effort to ensure the liability of my services. Unfortunately, there is no warranty that my services 100% work normally at any time. My services may have outages for some reason.

You may, at any time, check my service status on the Status Page (<u>status.kenstudyjourney.cn</u>).

In the event of an outage in my services, I will fix it as soon as possible, but it may take a few hours to fix, please be patient.

I will not indemnify you for some inexorable situations, including but not limited to:

- My website, server, or systems have been hacked;
- My server crashed for some reason (e.g. (D)DoS/CC attack occupying large bandwidth);
- My website is temporarily out of service for special reasons (e.g. potential security hazards);

- There is a natural disaster (e.g. Conflagration, Earthquake, Flooding);
- There is an error on the computer system (e.g. power failure, scheduled maintenance, software error, Internet cable failure, computer viruses);
- The storage space is completely full on your device(s) so that new content cannot be stored;
- Your internet connection is slow or unstable, especially in public WiFi networks;
- My services are incompatible with your devices, browsers and/or operating systems;
- You have violated the Terms of Service.

There is no warranty that my services are compatible with all operating systems and device models. Due to technical limitations, my services may not function properly with outdated or incompatible operating systems (e.g. Windows 2000 or earlier), devices or browsers (e.g. Internet Explorer).

I shall have no responsibility for third-party links displayed on my services and for any errors made on the displayed content on my services, including but not limited to skipping, being absent or late in classes.

The content displayed on my services is on an 'as is' basis and is for reference only. The servers, browsers and the Internet infrastructure may not be completely tolerant of error-free. There is no warranty that all content on my website is correct.

The Related Knowledge and it's animations and images, with green top banners for videos/vlogs or green boxes for articles, are for ease of understanding and reference only, especially for non-student users. They may be incomplete and there is no warranty that such information is 100% correct.

# 20. Indemnify

You shall indemnify me if you violate the Terms of Service and disrupt my orders with unexpected monetary or property loss.

If I damage or destroy your things severely while using my services properly, I also have to indemnify you. You can make a request for your severe damage. The maximum amount of indemnifying of each time is 1,000 CNY. For example, my website and my apps may damage your devices due to severe bugs.

# 21. Anti-Fake and Anti-Phishing

My website (<u>kenstudyjourney.cn</u>) has been through the China Internet Content Provider (ICP) registration process. Users in China may check my website's ICP registration on the Ministry of Industry and Information and Technology (MIIT) of China website (<u>beian.miit.gov.cn</u>) to identify and prevent fake websites.

I shall provide a phishing protection feature and technology on my services to guard against counterfeit emails and notifications, including the Email Unique Code on the email footer which can be checked on <u>Check Email Validity Page</u>. However, I shall have no responsibility for such loss from phishing emails.

My domain name has set up SPF and DMARC protection DNS records to prevent email senders from impersonating my domain name.

All fake emails impersonating my domain name will be quarantined to your email's Spam/Junk folder or rejected, and the ISP of the email receiver reserves the right to send me a report based on the DMARC rules.

Emails from Ken's Study Journey must end with:

- @kenstudyjourney.cn (when contacting me)
- @email-send.kenstudyjourney.cn (system emails)

In case you have doubts about emails received claiming to be Ken's Study Journey (including but not limited to Ken's Study Planner, Ken's Study IoT and Ken's Study Newsletter), and/or suspect it is a fake email, you have the right to forward the email to my email address shown in <u>Contact Page</u>, adding "Ken's Study Journey Email Verification", to verify and/or report.

# 22. Legal

My services are based in the People's Republic of China (PRC) and I will go to the United Kingdom (UK) for university later on. You shall obey laws and regulations in the PRC by using my services. The laws and regulations in China shall prevail if there are conflicts in laws and regulations between countries/regions.

You shall not send any prohibited content mentioned above and of your local laws and regulations.

I may change my Terms of Service when allowed by the laws of the People's Republic of China.

If my Terms of Service conflict with your local laws and regulations, you shall obey your local laws and regulations and please <u>contact me</u>.

The locations of the signature of this agreement is in Guangzhou, Guangdong Province, People's Republic of China.

# 23. Change

I reserve the right to change the Terms of Service at any time. In the event of a new version of Terms of Service, I shall notify you using email newsletter and website notice area (orange blocks).

By continuing to use my services after the policies update, you agree with their new versions. If you do not agree with the new policies, you shall stop to use my services before the date they will take effect.

### 24. About the Terms

If you have any questions or doubts about the terms, please <u>contact me</u> and I will help you to understand them.

I reserve the right to interpret these Terms of Service.

# 25. Explanations of Proper Nouns

#### Cookies

Small text files (often encrypted) stored on browsers and apps.

They usually contain login information, your preferences, and activity records.

### **Spam Content**

The meaningless content, with the sole purpose of exerting unnecessary burden and occupying server/page storage space.

### **Negative Content**

The content with potential negative impacts on myself, other students, other visitors and viewers, and other study resources.

### (Distributed) Denial of Service ((D)DoS) Attack

An attack on website servers or user computers involving the material occupation of the Internet bandwidth, causing servers or computers to malfunction.

### Creative Commons (CC) License

A type of copyright license that allows authors and creators to allow others to use, edit and/or remix their content, depending on the license types.

However, you must include credits when you use others' CC-licensed materials.

For more information, please visit www.creativecommons.org

### **Internet Content Provider (ICP) Registration**

A rigorous registration measure for website owners to prevent online prohibited/illegal content or activities and fake websites based on China regulations.

Registered websites must display the registration number (e.g. 粵ICP备xxxxxxxxx号 for Guangdong Province) at the bottom of the website home page, linking to the China MIIT official website (beian.miit.gov.cn) for public verification.

# THE END

# Thanks for Reading! Hope you can study hard and get outstanding results!

For more study tips, useful resources and knowledge, please visit my website: www.kenstudyjourney.cn



Subscribe to my email newsletter to receive my latest news, study tips and articles:

www.kenstudyjourney.cn/newsletter

Have any questions or doubts or have difficulties while studying? Please contact me at any time, I am here to help you. My Emails:

ken@kenstudyjourney.cn / kendeng1603@icloud.com