PETLIBRO

EU DATA ACT COMPLIANCE STATEMENT

MANUFACTURER: Shenzhen Libro Technology Co., Ltd.

Room 501, West Tower, Twin Towers, Galaxy World,No. 8 Yaxing Road, NankengCommunity, Bantian Street,Longgang District, Shenzhen, China

We declare with full responsibility, that our product:

NAME: GRANARY Smart Camera Feeder

MODEL: PLAF203、6216203

CONTACT INFORMATION:
-Email Address：support@petlibro.com (or privacy@petlibro.com)
-Telephone：0755-28268050
-Customer Service Form：https://petlibro.com/policies/privacy-policy

Compliance the following documents of reference:

HARMONIZED LEGISLATION: EU Data Act (EU) 2023/2854

A. Nature and Volume of Generated Data

A.1 Nature of Data (Including Personal and Non-personal Data): This product and related services will generate the following types of data:

Data Category	Data Points	Nature of Data / Generation Scenario & Frequency
Personal Identity Data	User email, password, avatar, nickname, encrypted Wi-Fi credentials, time zone settings, OS, gender, age, country, pet information.	Personal Data / Generated when the user registers an account or configures the network (One-time/Low frequency).
Multimedia Monitoring Data	Camera status, live video stream status, motion/sound detection settings, SD card recording status, Wi-Fi status	Non-personal Data / Continuously monitored during camera feeder operation. (Real-time / High frequency)
Pet Feeding Data	Feeding records, feeding frequency, manual or scheduled feeding logs	Non-personal Data / Generated each time feeding is triggered manually or automatically (Event-triggered).

Safety-Critical Data	Motor abnormality alerts, food outlet blockage alerts, low battery alerts	Non-personal Data (Product Status Data) / Generated during abnormal device operation for protection and alerts. (Real-time)
Device Health Data	MAC address, IP address, wireless connection info, system type and version, app version number, push notification identifier, log files, mobile network info, device online/offline status, cleaning reminder cycle and reset records.	Non-personal Data (Product Status Data) / Generated periodically (e.g., hourly) or when status changes.

A.2 Estimated Data Generation Volume:

A.2.1 During User Interaction/Active State: Large generation volume (depends on video live streaming frequency and cloud storage recording duration, approx. 500MB - 2GB/day)..

A.2.2 Minimal generation volume (maintaining Wi-Fi connection, camera status synchronization, and feeding schedule monitoring only, approx. 1–3 MB/day).

A.3 Continuity and Real-time Nature:

A.3.1 This product has the capability to generate data continuously and in real-time (especially regarding camera status, real-time video status, motion/sound detection settings, feeding frequency).

A.4 Data Format:

A.4.1 Data is stored and exported in common, machine-readable formats, including JSON (for logs/plans/status text).

B. Data Storage and Retention

Data Type	**Storage Location**	**Processing Method &Retention Period**
Feeding Schedule Data	Cloud Server (AWS)	Feeding plans are synchronized to the cloud for remote control and App display. Retention period: 90 days, used for operational analysis.
Camera & Monitoring Data	Local SD Card+Cloud Server (AWS)	Video recordings are primarily stored locally on the SD card Encrypted Transmission: Uploaded to cloud storage using TLS/SSL encryption. Retention Period: Determined by SaaS subscription plan (Rolling retention for 7days or 30 days); data deleted if user unsubscribes or upon expiration.

Usage Habits/Feeding data	Cloud Server (AWS)	Encrypted Transmission: Uploaded to cloud storage using TLS/SSL encryption. Cloud Analysis: Used to generate "Today's Feeding Data" reports within the APP. Account is kept as long as not deleted.
Account Information	Cloud Server (AWS)	Encrypted Transmission: Uploaded to cloud storage using MD5/SSL encryption. Authentication: Used for login authentication. Retention Period: Until the user cancels the account.

C. Access, Retrieval, and Deletion

C.1 How Users Access Data:

C.1.1 Users can directly view feeding plans, today's feeding data, voice recording settings, and historical logs through the companion mobile application PETLIBRO.

C.2 If users n eed to export a data copy, please follow these steps:

C.2.1 Open the [PETLIBRO] application.
C.2.2 Go to the "Records" sub-page.
C.2.3 Users can download pet data on the APP via screenshots/screen recordings.

C.3 How Users Clear Data:

C.3.1 Go to "Settings" > "Account & Security" > "Delete Account". This operation is irreversible and will permanently delete all data under the account after 90 days.

D. Data Usage and Third-party Sharing

D.1 Purpose of Data Usage:

D.1.1 PETLIBRO only uses data to provide core functions (such as camera monitoring scheduled feeding, feeding records, voice recording settings, remote management).
D.1.2 For details, please refer to the "Data Usage" section of our Privacy Policy: https://us.petlibro.com/#/regulations/privacy

D.2 Use of Existing Data:

D.2.1 PETLIBRO uses historical data to optimize algorithms (such as improving the accuracy of real-time monitoring of video status).
For details, see: https://us.petlibro.com/#/regulations/privacy

D.3 Third-party Sharing

D.3.1 PETLIBRO shares data with our cloud service provider (AWS) solely for storage and computing purposes.
D.3.2 Without your consent, PETLIBRO does not allow third parties to use your data for advertising purposes. For details, please refer

to: https://us.petlibro.com/#/regulations/privacy

D.4 Requests for Sharing with Third Parties

D.4.1 Currently, PETLIBRO does not provide a direct API for users to automatically transfer data to third parties, but users can download data and manually share it themselves.

E. Trade Secrets and Legal Rights

E.1 Trade Secret Declaration:

E.1.1 The original algorithm code used in this product for "Camera monitoring, motor protection and grain channel blockage detection" constitutes trade secrets of the data holder.

E.1.2 When users download data, it will not include this underlying code, but will include the results output by the algorithm. Users are advised that any attempts at reverse engineering are prohibited.

E.2 Right to Lodge a Complaint:

E.2.1 Users are confirmed to have the following rights: If a user believes that any of their rights under Chapter II of the EU Data Act (Regulation (EU) 2023/2854) have been infringed, they have the right to lodge a complaint with the relevant national competent authority.

E.3 Contract Duration and Termination:

E.3.1 The contract becomes effective upon the creation of the user account and terminates upon the cancellation of the account.

E.3.2 Users may terminate the contract at any time via the "Delete Account" function within the APP.

E.4 Service Quality (API/SDK)：

E.4.1 Currently, PETLIBRO [Do Not Provide] public APIs or SDKs for use by external developers.

This EU Data Act Compliance Statement is issued under the sole responsibility of the manufacturer, Shenzhen Libro Technology Co., Ltd., incorporated under the laws of China.

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Signature of authorized person:

China,2026/05/28

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Place, date:

Kyle.Luo,ComplianceManager

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Full name and position: