

Terms of Use of Kiturami

Welcome to Kiturami!

Before accepting these Terms, you should thoroughly read all contents of these Terms, and fully know its terms, especially restrictive clauses or exceptions. Restrictive clauses or exceptions are marked in bold or highlighted in other forms to catch your attention. In case of any questions on these Terms, please contact Kiturami ("we") as set forth below.

You are not allowed to use the service before you have read and accepted all terms of these Terms, and other relevant agreements and rules, etc. Once you select "agree and submit the Terms" (see the registration page for detailed wordings) and complete the registration procedure, or if you use the service in any manner, it will be deemed that you have read and agreed with the all terms of these Terms, including restrictive clauses and exceptions, and other applicable agreements and rules, etc. In case of any breach of these Terms by you, Kiturami shall have the right to unilaterally restrict, suspend or terminate the provision of service to you, and shall have the right to investigate the matter.

These Terms of Use (the "Terms") is executed between you and Kiturami. We may update these Terms. If we materially change these terms, we'll provide you with 30 days' advance notice and the opportunity to review the changes, except (1) when we launch a new service or feature that's favorable to users, or (2) in urgent situations, such as preventing ongoing abuse or responding to legal requirements. If you don't agree to the new terms, you should stop using the services. If you keep using it, you will be deemed to have agreed to the new terms.

I. Definitions

1.1 Licensed Software refers to software system developed by Kiturami, downloaded and installed and applied in specified system mobile terminals.

1.2 Services refer to services provided for you by Kiturami and its suppliers (Tuya, hereinafter "its suppliers"). You can use such services on the mobile terminal with the Licensed Software.

II. Service

2.1 Kiturami offers you intelligent life equipment management services, based on which you can access the intelligent terminals on Kiturami and its suppliers' smart platform through the Kiturami Control, and realize interlinkage among intelligent equipment. Service contents include intelligent equipment management, scene interlinkage and analysis report, etc. Such functions may be optimized or modified according to changes of users' demands or judgment of service supplier, and service supply may be suspended due to regular and irregular maintenance.

III. Scope of Service

3.1 Kiturami grants you with the non-exclusive, non-assignable, non-sub-licensable and personal right to use the Licensed Software in accordance with these Terms. Although Kiturami grants you permission to use its Services, Kiturami retain all rights, including all technology, patent, know-how and other intellectual property rights, in the Services and the Licensed Software.

3.2 You are prohibited from selling, leasing, transferring, copying, modifying, distributing or issuing the Licensed Software in any manner. You may only use the Licensed Software for non-commercial purpose and you are prohibited from using the Licensed Software for any commercial purpose. You may also not reverse engineer or attempt to extract any of our source code unless you have our written permission or applicable law lets you do so.

3.3 Due to limitations on software adaptation platform and terminals, you can only use the Licensed Software in the authorized system platform and terminal; if you install the Licensed Software on any other terminal equipment, it may damage your hardware or software function.

3.4 Kiturami and its suppliers may change, upgrade or transfer the Licensed Software or relevant functions from time to time, and may add new functions or services in the Licensed Software system. If no separate agreements are accompanied with the aforesaid new functions or services, you are entitled to the corresponding functions and services, which is also subject to these Terms.

3.5 You shall be responsible for the accuracy, reliability, integrity and legality of input data and legality of the way in which you obtain the data, and shall back up the data and information from time to time. You shall bear all risks for damage and loss of such data and information.

3.6 You shall properly manage and protect your account information (including account number, ID and password). In case of any safety loophole for your account (including but not limited to divulgence of user password), you shall notify Kiturami or its suppliers in timely fashion, and Kiturami or its suppliers will assist you in taking relevant measures. Otherwise, all behaviors related to your account shall be assumed by you and you will bear all responsibilities, except due to cause attributable to Kiturami.

IV. A Third Party

4.1 You acknowledge that certain service of Kiturami and its suppliers is based on software or services provided by a third party. Such service is set to facilitate your application and necessary legal authorization obtained from the third party.

4.2 The Licensed Software includes certain information and services of the third party. Kiturami and its suppliers neither controls nor bears responsibility for information and services of the third party.

4.3 You acknowledge that Kiturami and its suppliers cannot guarantee that the Licensed Software always uses or contains such services, or that other software provided by the same third party will be used in future. Likewise, it may use similar services supplied by another third party. Upon application, the aforesaid corresponding software or services are subject to this Terms.

V. Service Application Standard

5.1 You shall use the Licensed Software in a normal manner. The following ways are examples of how you should not behave, which shall be deemed a material breach of these Terms:

- 1) Issue or share computer virus, worms, malicious codes, or software that deliberately damages or changes computer system or data;
- 2) Collect information or data of other users without authorization, for example, email address and the like;
- 3) Maliciously use the product in an automatic way, causing over load to the server, or interfere with or damage web server and network links in other forms.
- 4) Attempt to visit server data or communication data of the product without authorization;
- 5) Interfere with or damage the production application by other users.

5.2 You understand and agree that:

- 1) Kiturami will directly delete information in breach of laws, or infringing others' legal rights, or in breach of these Terms.
- 2) If a third party suffers from damage due to your behavior, including breach of these Terms, you shall independently bear legal responsibility in your name, and protect and indemnify Kiturami from losses or additional expenses generated therefrom. Otherwise, Kiturami has the right to claim compensation against you.
- 3) If Kiturami and its suppliers suffers from any loss due to your breach of relevant laws or the Terms, you shall compensate Kiturami and its suppliers for losses and (or) expenses generated therefrom.

VI. Information Content Standard

6.1 You promise that you will not engage in any act in breach of laws or improper behaviors when using the Service. Such act and behavior include (but not limited to) Uploading, transferring or sharing information containing one of the following contents:

- 1) Opposing the basic principles of the Constitution;
- 2) Endangering state safety, disclosing state secret, subverting state power and sabotaging state unity;
- 3) Damaging state honor and benefit;
- 4) Inciting national hatred and discrimination and sabotaging national unity;
- 5) Destroying religious policy of the state and advocating heresy and feudalistic superstition;
- 6) Spreading rumors, disturbing social order and destroying social stability;
- 7) Spreading obscenity, porn, gambling, violence , murder and terror or abetting a crime;
- 8) Insulting or slandering others and infringing on the legal rights and interests of others;
- 9) Containing contents of sham, defraudation, harm, threat, infringement to others' privacy, harassment, infringement, slander, coarseness, indecency, or morally repulsive contents; and
- 10) Containing other contents restricted or forbidden by applicable laws, regulations, rules, provisions and other legal standards.

VII. Privacy Policy and Data

7.1 We respect privacy and endeavor to your personal information. How we handle your personal information, including our efforts to protect your personal information is set out in Kiturami Privacy Policy, which contains matters related to collection, use, share, storage and protection, etc. of your information. You should thoroughly read through Kiturami Privacy Policy.

VIII. Exception Clauses

- 8.1 Unless otherwise required by applicable laws and regulations, Kiturami will do its best to ensure the security, validity, accuracy and reliability of the Licensed Software and technologies and information involved, but Kiturami is unable to guarantee the same due to restriction by available technologies nowadays.
- 8.2 To the fullest extent permitted by applicable laws and regulations, you agree that Kiturami will not assume responsibility for direct or indirect losses caused by force majeure and default of a third party.

8.3 To the fullest extent permitted by applicable laws and regulations, you shall be responsible for all losses (whether personal, incidental, special, direct, indirect or otherwise) caused by or related to any one of the following circumstances:

- 1) A third party uses the Licensed Software or changes your data without permission;
- 2) Expenses and losses produced by using the Licensed Software;
- 3) Your misunderstanding of the Licensed Software; or
- 4) Other losses related to Licensed Software caused by reasons not attributable to Kiturami.

8.4 Any other Licensed Software-derived software not developed and released by Kiturami or not authorized by Kiturami is illegal software. Downloading, installing and using such software may cause unpredictable risks. Kiturami shall be free from legal responsibilities and disputes generated therefrom and Kiturami shall have the right to suspend or terminate application license and/or other all services.

8.5 You have been informed of that the usage of Kiturami and its supplier's smart platform involves Internet service, which may be affected by unstable factors. Although Kiturami has taken safeguard measures, the Service may be suspended, terminated, delayed, suffered from application restriction or application failure due to inherent defects of Internet and e-communication as well as factors beyond reasonable control of any party to these Terms (including but not limited to fire, flood, terrorist attack, pestilence, natural disasters, riot, terminal virus, hacker attack, network fault and terminal fault). To the fullest extent permitted by applicable laws and regulations, you hereby agree to bear foregoing risks and agree that Kiturami is free from any responsibility when normal running of services are influenced by the occurrence of foregoing risks.

IX. Terms Termination and Breach of Terms

9.1 You should understand that you shall use the Licensed Software according to authorization scope, respect intellectual property of software and contents contained in the software, and perform obligations according to these Terms when using Kiturami's services. Kiturami will suspend or terminate the application license if you are in material breach of these Terms.

9.2 Your application of the software relies on supporting services supplied by Kiturami's related companies. Breach of terms, agreements, rules, annunciation and other relevant regulations of Kiturami and its related companies may cause failure in normal usage of Licensed Software, in which case, Kiturami shall be entitled to suspend or terminate the application license, or take measures to restrain your application license.

9.3 In case of your breach of these Terms or other agreements executed with Kiturami, Kiturami and its suppliers shall have the right to notify the related companies, requiring them to take restrictive measures to your rights and interests, including requiring related companies to suspend or terminate supplying part or whole services for you.

9.4 The Licensed Software is downloaded from the downloading platform and you shall abide by stipulations of the download platform, system platform and terminal manufacture on application ways and restrictions of the Licensed Software. If the above mentioned third party confirms that you are in breach of the Terms and Kiturami and its supplier's treatment is required, Kiturami may terminate your application license at the third party's request.

9.5 When the application license terminates, you shall stop using the Licensed Software and destroy all copies.

9.6 You must bear all compensation responsibilities if Kiturami or other users suffer from losses caused by your breach of these Terms.

X. Governing Laws and Severability

10.1 These terms and all disputes arising out of or relating to these Terms shall be governed by the laws of the Republic of Korea.

10.2 Dispute arising from or in connection with the Terms shall be settled exclusively in Seoul Central District Court, Republic of Korea.

10.3 Notwithstanding the foregoing, if any applicable mandatory law requires the application of a different governing law or a different dispute settlement venue, the provisions of such law shall apply.

10.4 When any term of these Terms is found to be invalid, it will not affect the effectiveness of the remaining terms and they shall remain in full force and effect.

XI. Statutory Rights

Depending on the jurisdiction, you may be afforded with rights under mandatory laws of the jurisdiction (the “Statutory Rights”). These Terms are not intended to limit or override such Statutory Rights. You will retain your Statutory Rights despite the terms of these Terms.