

Cudy TERMS OF USE

Shenzhen Cudy Technology Co., Ltd, provides the Services defined herein. This document may refer to the service provider as "Shenzhen Cudy Technology Co., Ltd.", "Cudy", "we", "us", or "our". These are the rules and restrictions that govern your use of our websites, products, services, mobile applications, and other software (collectively, the "Services").

The term "Services" means the Sites, Web Apps, Mobile Apps, and Subscription Services, which may be used in conjunction with Products and other ways provided by Cudy, as defined at points (1)-(5) as below. Some Products and Services of Cudy can be used together or in ways that integrate with third-party products and services.

Cudy hardware products ("Products");

Websites that may be accessed at <https://www.cudy.com> (individually a "Site" or collectively "Sites");

Services, including technical support and services accessible through the Sites ("Web Apps");

Software that may be downloaded to your smartphone or tablet to access services ("Mobile Apps");

Subscription services, including services that can be accessed using the Web Apps and Mobile Apps ("Subscription Services");

These rules and restrictions govern your use of our Products and Services. Please read these Terms of Use (the "Terms") carefully before using the Services, because they affect your legal rights and obligations (e.g., requiring arbitration and no class action relief and limiting our liability). You acknowledge and agree that except for physical Cudy Products that you may have purchased, such as routers or switches, the Services and the software embedded in the Product (and any updates thereto) ("Product Software") are licensed, not sold, to you. You do not acquire any ownership interest in any Service or Product Software under these Terms, or any other rights other than to use such Service and Product Software in accordance with the license granted, and subject to all terms, conditions, and restrictions under these Terms. Certain features of the Services may be subject to additional guidelines, terms, or rules, which will be presented through the Services in connection with such features. You must review and agree to the additional guidelines, terms, or rules before using such Services.

Your Acceptance

These Terms of Use (the "Terms") are a binding contract between you and Cudy (the "Agreement"). If you do not agree to and accept all of the Terms, you do not have the right to use the Services and should cease using them immediately. By using the Services in any way, you agree to the Terms. The terms shall remain in effect as long as you use the Services. The Terms also include Cudy's Privacy Policy.

Other brand or trade names mentioned herein are reasonably necessary to identify the product or service only.

Legal Capacity, Representations, and Warranties

The Services are directed to a general audience of adults. We will assume (and by using the Services, you warrant that) you have the legal capacity to enter into these Terms (i.e., you are of sufficient age and mental capacity and are otherwise entitled to be legally bound in the contract). If you are using the Services on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on their behalf and bind them to these

Terms. You may only use the Services for your personal, non-commercial use, or you should acquire the certificate from Cudy to waive the restriction. Your use must comply with all laws that apply to you. You may not use these Services if applicable laws prohibit such use.

Modifications to Terms

Please note that these Terms may be revised and reissued, prospectively, by posting updated terms on this website (<https://www.cudy.com>). You consent and agree to receive notices of updates of these Terms through our posting of updated Terms on this website. You should visit this page regularly to review the current terms. Cudy may notify you as required by law or for marketing or other purposes via email (to the email address you provide through our Services), or by posting such notice on the Sites. Cudy is not responsible for any automatic filtering you or your network provider may apply to email notifications. Cudy recommends that you add @cudy.com URLs to your email address book to help ensure you receive email notifications from Cudy. Your continued use of the Services will be deemed as an irrevocable acceptance of any updates to these Terms.

Children's Privacy

We do not knowingly collect information relating to children under 13 years old. If you are a child under 13, you may not register for the Services or send any personal information about yourself to us. In the event that we learn we have collected personal information from a child under 13, we will destroy that information as quickly as possible.

Account Registration

In order to use the Services, you may be required to sign up for an account. To sign up for an account, you represent and warrant that (a) all required registration information you submit is truthful and accurate, and (b) you will maintain the accuracy of such information. You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Services and for keeping your password and other account details confidential.

Changes to the Services

The Services may change over time, as we improve them. At any time, we may temporarily or permanently modify, suspend, discontinue, or restrict access to all or part of the Services and/or any related software, facilities, and services, with or without notice and/or to establish general guidelines and limitations on their use. Some such changes to the Services may render certain hardware devices, third-party services, configurations, or software setups inoperable. We may make such changes at our sole discretion and with or without notice.

Intellectual Property

You acknowledge that all intellectual property rights, including without limitation patents, copyrights, trademarks, trade secrets and all other proprietary rights, in the Products, Product Software, and Services (i.e., the Sites, Web Apps, and Mobile Apps) are owned by Cudy or its affiliates, licensors, or suppliers (collectively, the "IP Rights"). Your possession, access, and use of the Products, Product Software, and Services do not transfer to you or any third party any rights, title, or interest in or to such IP Rights. Cudy and its affiliates and licensors and suppliers reserve all rights not granted in these Terms. Moreover, other than with respect to User Contents (defined below), Cudy retains full and complete title to all content on the Services, including any downloadable software and all data that accompanies it.

Use of the Services. Your right to make use of the Services and any content appearing on it is

subject to your compliance with these Terms. Modification or use of the content on the Services for any purpose not permitted by these Terms may be a violation of the IP Rights protected by law and these Terms and is prohibited.

You are prohibited from using the IP Rights except as specifically permitted in these Terms. Subject to these Terms, Cudy grants you a limited, non-exclusive, and non-transferable license to download, copy, install, and use the authorized parts of the Services on your own device (e.g., your computer, smart device, etc.) for your own personal use. You may not use the content of the Services in any other public or commercial way, nor may you copy or incorporate any of the content of the Services into any other work, including your own website, without the prior written consent of Cudy. You must have a reseller or distribution license from us before you can copy or redistribute any portion of the Services. Any authorization to copy content granted by us in any part of the Services for any reason is subject to your keeping all copyright and other proprietary notices intact. You must not copy, modify, or in any way reproduce or damage the structure or presentation of the Services or any content therein.

Also, modifying, translating, adapting, or otherwise creating derivative works and improvements, decompiling, decoding, reverse engineering, disassembling, or otherwise reducing the code used in any software in connection with the Services into a readable form in order to examine the source code or construction of such software and/or to copy or create other products based (in whole or in part) on such software, is prohibited.

Open Source. Certain items of independent, third-party code may be included in the Web Apps and/or Mobile Apps that are subject to the GNU General Public License ("GPL") or other open-source licenses ("Open Source Software"). The Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software. In particular, nothing in these Terms restricts your right to copy, modify, and distribute such Open Source Software that is subject to the terms of the GPL or other open-source licenses.

Forum

The materials, information, and opinions included and/or expressed in or on user forum, review sections, comment sections, community pages, or other forums on the services ("Forums") are not necessarily those of Cudy, its subsidiaries, affiliated companies, parents, shareholders, officers, directors, agents, employees, contractors, representatives, and partners. The forum is used to discuss product installation, usage issues, and solutions. In order to protect the safety of our products, you are not allowed to post security vulnerabilities, source code, etc. of our products on the forum. If the content on the forum endangers the safety of our products, Cudy reserves the right to require you to delete or voluntarily delete posts in accordance with relevant laws and regulations, and you shall bear the corresponding legal responsibility for inappropriate content you post on the forum.

Content Submissions

From time to time, areas on the Services may expressly request submissions of concepts, stories, or other potential content from you ("Content Submissions"). Where this is the case, please carefully read any specific rules or other terms and conditions that appear elsewhere on the Services to govern those submissions ("Additional Terms"), as they will affect your legal rights. If no Additional Terms govern those submissions, then these Terms will apply in full to any Content Submissions you make.

User Content

You are solely responsible for all content, including, without limitation, reviews, responses, profile entries, posts, questions, videos, images, and audio that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, our Services. You represent and warrant that you have all rights necessary to do so. For some of our Services' features, other users may be able to request email notifications of your new public content or publish their own comments to your comments.

Our Use of Content

Cudy will consider anything you provide to us and/or contribute to the Services as available for our use free of any obligations to you (including any payment), except where Content Submissions are expressly governed by Additional Terms appearing elsewhere on the Services, in which event those Additional Terms will determine how we will treat your Content Submissions. Regardless of any industry custom or practice, we will not pay you for the use of any content that you submit to the Services.

We may use this public content to develop aggregate ratings, personalize site views, market products, identify or feature popular users, protect you, improve our Products and Services, and/or develop new Products and Services. By posting or uploading any content to the Services (including, without limitation, posts, responses, videos, images, and audios) and/or providing any communication or material to Cudy (collectively, "User Content"), you automatically and irrevocably:

Grant and assign to Cudy a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to any and all rights in the User Content including without limitation copyright, together with all consents (if any) necessary to enable its reproduction, distribution, modification, publishing, and/or other exploitation by Cudy and/or by any person authorized by Cudy, by any means and in all media now known or hereafter devised, without payment or other references to you or any other person, and to advertise and promote such exploitation, for the full period of all such rights (together with any extensions and renewals) and insofar as possible in perpetuity; Waive all moral rights in the User Content which may be available to you in any part of the world and confirm that no such rights have been asserted;

Appoint Cudy as your agent with full power to enter into any document and/or do any act Cudy may consider appropriate to confirm the grant and assignment, consent and waiver set out above;

Warrant that you have the rights to and are the owner of the User Content and entitled to enter into these Terms;

Confirm that no such User Content will be subject to any obligation, of confidence or otherwise, to you or any other person, and that Cudy shall not be liable for any use or disclosure of such User Content;

Acknowledge and agree that Cudy may access, use, preserve and/or disclose the User Content to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if we have a good faith belief that such access, use, preservation, or disclosure is reasonably necessary to: (a) comply with legal process or request; (b) enforce these Terms, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Cudy, its users, a third party, or the public as required or permitted by law. Cudy also reserves the right, but shall not be obligated, to remove any User Content from our servers at any time in its

sole and absolute discretion.

Restrictions on Use

During your use of the Services, you may create connections between our hardware devices, third-party hardware devices, our Services, and/or third-party services. You agree that you will not connect to the Services any hardware devices or third-party services in a manner that could be dangerous to any person(s), or which could cause damage to or loss of any property.

Your use of the Services is subject to the following additional restrictions. You may not use the Services or interact with the Services in a manner that:

Infringes or violates the intellectual property rights or any other rights of anyone else;

Violates any law or regulation;

Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;

Jeopardizes the security of your account or anyone else's;

Attempts, in any manner, to obtain the password, account, or other security information from any other user;

Violates the security of any computer network, or cracks any passwords or security encryption codes or otherwise incorporates any disabling code designed to permit improper use, access, deletion or modification of software or hardware programs or systems or improperly to disable, deactivate, damage or shut down such programs or systems;

Sends, creates, or replies to so called "mailbombs" (i.e., emailing copies of a single message to many users, or sending large or multiple files or messages to a single user with malicious intent) or engages in "spamming" (i.e., unsolicited emailing for business or other purposes);

"Crawls," "scrapes," or "spiders" any page or portion of the Services (through use of manual or automated means) without notifying us in advanced through support@cudy.com

Introduce any viruses, Trojan, worms, logic bombs, or other material that is malicious or technologically harmful;

Copies or stores any significant portion of the content;

Decompiles, reverse engineers, or otherwise attempts to obtain the source code of the Services;

Undertake any other activity which may adversely affect the operation or enjoyment of the Services by any other person, including placing malware on the Services.

Content on the Services

"Content" is all of the information collected during your use of the Services. It includes information provided by you, by other users, by hardware devices connected to the Services, and by third-party devices and services connected to the Services. It also includes any information we provide into the Services, as well as information derived from or aggregated from any and all information provided to the Services.

Third-Party Services

The app does use third-party services that declare their Terms and Conditions. Link to Terms and Conditions of third-party service providers used by the app

Google Play Services

Google Analytics for Firebase

Firebase Crashlytics

You accept that Cudy is not responsible for the risks you take associated with links or

connections to third-party applications or services. You understand that such third-party services may or may not carry their own terms, conditions, privacy policies or other policies that may or may not be related to the Services. We encourage you to be aware of such agreements when you connect third-party services to the Services. We cannot and do not have control over, nor do we assume any responsibility or risk for content, accuracy, practices, opinions, or policies of any third-party applications or services that you may be exposed to when you interact with the Services. Your interactions with third-party organizations and/or individuals found on or through the Services are solely between you and such organizations and/or individuals. You agree that we shall not be responsible for any liability for any loss or damage associated with any such interactions.

Third-Party Sites

The Services may link you to other sites on the Internet. These sites may contain information or material that some people may find inappropriate or offensive. These other sites are not under the control of Cudy, and you acknowledge that (whether or not such sites are affiliated in any way with Cudy) the Cudy Group is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. The inclusion of such a link does not imply endorsement of any site by Cudy Group or any association with its operators.

Cudy cannot ensure that you will be satisfied with any products or services that you purchase from any third-party site that links to or from Cudy since the third-party sites are owned and operated by independent retailers. Cudy does not endorse any of the merchandise purchased from any third-party site, nor has Cudy taken any steps to confirm the accuracy or reliability of any of the information contained on such third-party sites. Cudy does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third-party, and you irrevocably waive any claim against us with respect to such sites. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online transaction with any of these third parties.

Termination

You are free to stop using the Services at any time. You understand and agree that we may or may not delete your User Content in the event that you stop using the Services. At any time, Cudy may (a) suspend or terminate your rights to access or use the Services if Cudy in good faith believes that you have used the Services in violation of these Terms, including any incorporated guidelines, terms, or rules. If you transfer a Product to a new owner, your right to use the Services with respect to that Product automatically terminates. The new owner will have no right to use the Product or Services under your account and will need to register for a separate account with Cudy unless the new owner already has an account with Cudy that can be connected to that Product or Service.

In the event that we elect to terminate your account, we will try to provide advance notice to you prior to termination so that you are able to retrieve any important User Content stored in your account. You understand and agree that we may provide no advanced notice for any reason, but usually, because it would be impractical, illegal, not in the interest of someone's safety or security, or otherwise harmful to the rights or property of Cudy.

Product Specifications, Pricing, Typographical Errors

We do our best to describe every product or service offered on the Services as accurately as possible. However, we are human, and therefore we do not warrant that product specification, pricing, or other content on the Services is complete, accurate, reliable, current, or error-free. In the event of any errors relating to the pricing or specifications, Cudy shall have the right to refuse or cancel any orders at its sole discretion. If we charged your credit card or other accounts prior to cancellation, we will issue a credit to your account in the amount of the charge. Additional Terms may apply.

Security

Any usernames and passwords used for the Services are for individual use only. You shall be responsible for the security of your username and password (if any). Cudy shall be entitled to monitor your username and password and, at its discretion, require you to change it. If you use a username and password that Cudy considers insecure, Cudy will be entitled to require your username or password to be changed and/or terminate your account. However, Cudy cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk. You agree to immediately notify Cudy of any unauthorized use, or suspected unauthorized use, of your account or any other breach of security of which you become aware. Cudy is not liable to you for any loss or damage arising from your failure to comply with the above requirements.

Violation of Security Systems

You are prohibited from using any services or facilities provided in connection with the Services to compromise security or tamper with system resources and/or accounts. Using or distributing tools designed for compromising security (e.g., password-guessing programs, cracking tools, malware, disabling code, viruses, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Cudy reserves the right to release your details to system administrators at other sites, law enforcement, and/or governmental authorities in order to assist them in resolving security incidents.

Investigations

Cudy reserves the right to investigate suspected violations of these Terms, including, without limitation, any violation arising from any submission, posting, or emails you make or send to any Forum. Cudy may seek to gather information from the user who is suspected of violating these Terms and from any other user. Cudy may suspend any users whose conduct or postings are under investigation and remove such material from its servers as it deems appropriate and without notice. If Cudy believes, in its sole discretion, that a violation of these Terms has occurred, it may edit or modify any submission, posting, or emails, remove the material permanently, cancel postings, warn users, suspend users and passwords, terminate accounts, or take other corrective action it deems appropriate. Cudy will fully cooperate with any law enforcement authorities or court order requesting or directing Cudy to disclose the identity of anyone posting any emails, publishing, or otherwise making available any materials that violate these Terms. By accepting these terms, you waive and hold harmless all members of the Cudy group from any claims resulting from any action taken by any member of the Cudy group during or as a result of its investigations and/or from any actions taken as a consequence of investigations by either a member of the Cudy group or law enforcement authorities.

Warranty Disclaimer

Except as expressly set forth below, Cudy does not make any representations or warranties concerning any products, software, services, information, or content contained in or accessing through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. Products and services purchased or offered through the Services are provided "AS IS" and without any warranty of any kind from Cudy or others, unless a separate written warranty is provided expressly and unambiguously for a specific product or service (and if such a warranty is provided, it will apply only to such specific product or service, and not to the Services generally).

Your use of the services is at your own risk. Except as provided by the warranties that may accompany certain Cudy products, the services and all the materials, information, websites, software, facilities, services and other content related to the services are provided "as is" and "as available" without warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, the Cudy group disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The Cudy group does not warrant that the functions contained in the services will be available, uninterrupted or error-free, that defects will be corrected, or that the services or the servers that make the services available are free of viruses or other harmful components. The Cudy group does not warrant or make any representations regarding the use or the results of the use of the material, information, software, facilities, services, or other content of the services or any websites linked to the services in terms of their correctness, accuracy, reliability, ability to meet your requirements or otherwise. The Cudy group makes no warranties that your use of the materials, information, software, facilities, services, or other content of the services or any website will not infringe the rights of others and the Cudy group assumes no liability or responsibility for errors or omissions in such materials, information, software, facilities, services, or other content of the services or any other website.

The foregoing does not affect any warranties that cannot be excluded or limited under applicable law.

Limitation of Liability

To the fullest extent allowed by applicable law, under no circumstances and under no legal theory (including, without limitation, tort, contract, strict liability, or otherwise) shall Cudy be liable to you or to any other person for (a) any indirect, special, incidental, or consequential damages of any kind, including damages for lost profits, loss of goodwill, work stoppage, accuracy of results, or failure or malfunction of any device connected to the services, or (b) any amount, in the aggregate, in excess of the greater of (i) \$100 or (ii) the amounts paid by you to Cudy in connection with the services in the twelve (12) month period preceding the applicable claim, or (c) any matter beyond our reasonable control.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or

accident.

Risk of Loss

You acknowledge and agree that your use of the services (including, without limitation, using the services to secure or otherwise control access to any real or personal property) is solely at your own risk, and that you accept responsibility for all losses, damages, and expenses arising out of such use. Cudy is not an insurer. You are responsible for maintaining insurance covering all loss, damage, or expense, whether for property damage, personal injury (including death), economic losses, or any other form of loss, damage, or expense arising out of or from (i) these terms, or (ii) the services.

Cudy is or maybe the seller of various goods and services available on the Services. All items purchased from the Services are made pursuant to a shipment contract. This means that the risk of loss and title for such items passes to you upon Cudy's delivery to the carrier.

Indemnity

You agree to indemnify and hold Cudy, its affiliates, officers, agents, employees, and partners harmless for and against any and all claims, liabilities, damages (actual and consequential), losses, and expenses (including legal fees) arising from or in any way related to any third-party claims relating to (a) your use of the Services (including any actions taken by a third-party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

Updates

Cudy may from time to time in its sole discretion develop and provide updates to its Services and/or Product Software, which may include upgrades, bug fixes, patches, other error corrections, security fixes and/or new features (collectively, including related documentation, if any, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that we have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your device settings, when your device is connected to the internet either: a) the Services will automatically download and install all available Updates; or b) you may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all Updates and acknowledge and agree that the Services or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Services and be subject to all terms and conditions of these Terms.

Updates to the Product Software may be automatically installed without providing any additional notices or receiving any additional consent. You consent to such automatic updates. If you do not want such automatic Updates, your remedy is to terminate your account and to stop using the Product Software and applicable Products. If you do not terminate a previously created account, you will receive Updates automatically.

We reserve the right at any time without liability to you to suspend, modify or discontinue, temporarily or permanently, the app and /or the services or any feature or part thereof with or without notice.

Limitations of Services and Product Software

You acknowledge and agree that Services and Product Software are not intended to be 100% reliable or available 24 hours a day, 7 days a week. The Services/Product Software may be suspended temporarily without notice for security reasons, system failure, maintenance and repair, updates, or other circumstances. You agree that you will not be entitled to any refund or rebate for such suspensions. Cudy does not offer any specific uptime guarantee for the Services/Product Software.

Assignment

You may not assign, delegate, or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without Cudy's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent. No one other than a party to these Terms has any right to enforce any of these Terms.

Additional Terms and Conditions

The following additional terms apply to our applications available via the Apple, Inc. ("Apple") App Store (the "Apple Application"):

The Apple Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sub-licensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the Terms as they are applicable to the Services; Both you and Cudy acknowledge that the Terms are concluded between you and Cudy only, and not with Apple, and that Apple is not responsible for the Apple Application or the content; You will only use the Apple Application in connection with an Apple device that you own or control;

You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple Application;

In the event of any failure of the Apple Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Apple Application; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple Application;

You acknowledge and agree that Cudy, and not Apple, is responsible for addressing any claims you or any third-party may have in relation to the Apple Application;

You acknowledge and agree that, in the event of any third-party claim that the Apple Application or your possession and use of the Apple Application infringes that third-party's intellectual property rights, Cudy, and not Apple, will be responsible for the investigation, defense, settlement, and discharge of any such infringement claim;

You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;

Both you and Cudy acknowledge and agree that, in your use of the Apple Application, you will comply with any applicable third-party terms of agreement which may affect or be affected by such use; and

Both you and Cudy acknowledge and agree that Apple and Apple's subsidiaries are third-party

beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof.

The following additional terms apply to our applications available via the Google Inc. ("Google") Google Play store (the "Android Application"):

Notwithstanding anything to the contrary in these Terms, if you use the Android Application you hereby acknowledge and agree that (i) the Android Application relies in part on functionality provided by Google (the "Google Functionality"), (ii) any information provided by you via the Android Application may be shared with Google in connection with your use of the Google Functionality, and (iii) all such information shall be handled by Google in accordance with the then-current Google Privacy Policy (currently available at <http://www.google.com/privacy.html>), as may be amended by Google from time to time;

You acknowledge and agree that Google has no obligation whatsoever to furnish any maintenance and support services with respect to the Android Application;

In the event of any failure of the Android Application to conform to any applicable warranty, including those implied by law, you acknowledge that Google has no warranty obligation whatsoever with respect to the Android Application;

You acknowledge and agree that Cudy, and not Google, is responsible for addressing any claims you or any third-party may have in relation to the Android Application and that Google will not be liable to you for any claims, losses, liabilities, damages, costs or expenses attributable to any failure of the Android Application.

Miscellaneous

You will be responsible for withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. You and Cudy agree that this agreement is the entire agreement between both parties and that it supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of these Terms; it being understood that the terms of express warranties accompanying the purchase of Cudy products are in addition to such Terms.

No agency, partnership, joint venture, or employment is created as a result of these Terms and you do not have any authority of any kind to bind Cudy in any respect whatsoever. Except as expressly set forth in the sections above regarding the Apple Application and Android Application, you and Cudy agree there are no third-party beneficiaries intended under these Terms. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable.

Disputes

We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us please contact us as soon as possible. If you and we cannot resolve a dispute using our complaint handling procedure, we will: let you know that we cannot settle the dispute with you; and give you certain information about our alternative dispute resolution provider. If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to these Terms. Relevant United Kingdom law will apply to these Terms.

How to Contact Us

Please forward any comments, complaints about the Services or questions you may have to support@cudy.com

Effective Date: Dec 13, 2023.

User Experience Improvement Program (UEIP)

Dear users of Cudy products,

Providing products beyond user expectations has always been the goal pursued by Shenzhen Cudy Technology Co., Ltd. (Cudy). To help us optimally meet your needs and improve product quality and services, Cudy sincerely invites you to participate in our User Experience Improvement Program (UEIP). We kindly ask you to read the following statement. Giving consent to participate in our UEIP means that you have carefully read and completely agree to this statement (children under the age of 18 should read in the company with their parents). Cudy reminds you, that as the products improve, this statement may be subject to changes from time to time. Upon any changes, we shall display them in a prominent position on the products or relevant pages to inform you. If you do not accept the changes, you have the right to opt out of the UEIP at any time, and remaining in the program will be seen as consent to such changes.

Information Collection

Users participating in the program only send the following data to the Cudy Server:

General information of the product, including device model, software version, system information, etc.

The usage status of the product functions. We aim to collect the specific usage status of the functions to understand the importance of each function, so as to adjust the priority of research and development. For example, the use frequency of each functional module and taps on pages all help us optimally improve the products.

The collected information in the program will not relate to your personal identity, including your name, gender, age, address, personal email, phone number, username, password, etc. We fully respect your privacy, and for more information, please refer to our Privacy Policy.

Information Usage

Cudy hereby promises that we abide by relevant national laws and regulations. We will hold the collected information under strict confidentiality, and only use them for the improvement of products and services. The information will not be disclosed to any third-party companies that are irrelevant to the above purpose.

Participating in and opting out of the program

Users can voluntarily enable or disable the function in the "Advanced-System-User Experience Improvement Program". Enabling the function means you choose to participate in the Cudy UEIP; while disabling the function means you opt out of the program.

Effective Date: Dec 13, 2023.