

Eureka J15 Pro Ultra Terms of Service ("Terms")

Effective Date: (October 20, 2020)

Welcome! Thank you for your interest in our services.

PLEASE READ THESE TERMS OF SERVICE FOR OUR SERVICES CAREFULLY BEFORE USING OUR SERVICES BECAUSE IT CONSTITUTES A BINDING LEGAL TERMS BETWEEN YOU AND US ("US", "WE", OR "OUR").

BY CLICKING ON THE "I AGREE" (OR SIMILAR BUTTON OR CHECKBOX) THAT IS PRESENTED TO YOU AT THE TIME OF YOUR REGISTRATION, OR USING OUR SERVICES ("OUR SERVICES"), YOU CONFIRM THAT YOU ACCEPT THESE TERMS. YOU ALSO CONFIRM THAT YOU HAVE REACHED THE AGE OF 16. IF YOU DISAGREE WITH ANY PART OF THE TERMS THEN YOU MAY NOT USE OR ACCESS THE SERVICE.

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. IF YOU DON'T AGREE TO THE CHANGES, YOU CAN STOP USING OUR SERVICES AND DELETE YOUR ACCOUNT. BY CONTINUING TO USE OUR SERVICES AFTER THE UPDATED TERMS BECOME EFFECTIVE, YOU CONFIRM THAT YOU UNDERSTAND AND ACCEPT THE UPDATED TERMS.

The "Effective Date" of this Terms is the date which is the earlier of (a) your initial access to or use of the Services (as defined below) or (b) the effective date of the first Order referencing this Terms.

Your Account

You may need to create an account to use some of our Services ("Account"). By creating an Account, you agree that:

1. You'll provide accurate and complete information when you create your account.
2. You'll update your account if any of your information changes.
3. You'll safeguard your password and won't share it with anyone.
4. You'll contact us immediately if you suspect anyone else is using your account.

You can delete your Account at any time on our Application.

License and Access

Subject to your compliance with these Conditions of Use and any Service Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of our Services. This license does not include any resale or commercial use of any of our Services; any derivative use of any of our Services or contents; any

downloading, copying, or other use of account information for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Conditions of Use or any Terms are reserved and retained by us or our Affiliates. No Service, nor any part of any of our Services, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written our consent. You may not frame or utilize framing techniques to enclose any of our trademark, logo, or other proprietary information (including images, text, or form) without express written consent. You may not misuse our Services. You may use our Services only as permitted by law. The licenses granted by us terminate if you do not comply with these Conditions of Use or any Terms.

We reserve the right to close all “inactive” accounts. You must sign in to your Account at least once in a six-month period to keep your account active. If you don’t sign in during this time, we will consider your account to be inactive.

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Privacy Policy

See Privacy Agreement for details regarding our Privacy Policy. This Privacy Agreement has the same legal effect as the original Terms.

Warranty Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR SERVICES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND FROM US, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES OR OTHER TERMS EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR TERMS OF MERCHANTABILITY, SATISFACTORY QUALITY, WORKMANLIKE EFFORT, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, ACCURACY, LACK OF VIRUSES, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OR OTHER VIOLATION OF RIGHTS. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR OUR AFFILIATES SHALL BE DEEMED TO ALTER OUR DISCLAIMER OF WARRANTY REGARDING OUR SERVICES, OR TO CREATE ANY WARRANTY OF ANY SORT FROM US. YOU EXPRESSLY AGREE THAT YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK.

WITHOUT LIMITING THE PREVIOUS DISCLAIMER, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DO NOT REPRESENT, WARRANT, OR GUARANTEE THAT OUR SERVICES OR THE CONTENT THEREIN WILL (I) OPERATE IN AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE MANNER; (II) WILL BE FREE FROM ALL HARMFUL COMPONENTS OR

ERRORS; (III) WILL BE SECURE OR IMMUNE (INCLUDING THE CONTENT DELIVERED TO YOU OR THE INFORMATION YOU PROVIDED) FROM UNAUTHORIZED ACCESS; OR (IV) WILL BE ACCURATE, COMPLETE, OR RELIABLE, THAT THE QUALITY OF THE SERVICES WILL BE SATISFACTORY TO YOU, OR THAT ERRORS WILL BE CORRECTED.

Governing Law And Jurisdiction

THE LAWS OF THE PEOPLE'S REPUBLIC OF CHINA, WITHOUT REGARD TO CONFLICT-OF-LAW RULES, GOVERN THIS TERMS AND ANY DISPUTE BETWEEN YOU AND US. ANY DISPUTE MAY BE BROUGHT BY EITHER PARTY IN A COURT OF COMPETENT JURISDICTION IN FOSHAN SHUNDE DISTRICT PEOPLE'S COURT FOR THE PEOPLE'S REPUBLIC OF CHINA. Each party submits itself to the exclusive jurisdiction and venue of those courts, and waives all jurisdictional, venue and inconvenient forum objections to those courts. You and we have a dispute with each agree to waive, to the fullest extent allowed by law, any trial by jury. IN ANY LITIGATION TO ENFORCE ANY PART OF THIS AGREEMENT, ALL COSTS AND FEES, INCLUDING ATTORNEY'S FEES, WILL BE PAID BY THE NON-PREVAILING PARTY.

If any term or provision of this Terms is held to be void or unenforceable by any judicial or administrative authority, such determination shall not affect the validity of enforceability of the remaining terms and provisions of the Terms. The remaining provisions of the Terms shall remain in effect and shall be construed in accordance with its terms.

Contact Us

If you have any questions about these Terms or you wish to exercise any right, or you have any requests to discuss with us, please send an email to our Office specially established at the following address: MideaDPO@midea.com. Upon receiving your request, we shall make every effort to respond within one month of the request from the subject of personal information for the access. Your patience and understanding are highly appreciated. Given the complexity and quantity of requirements, the period may be extended for another 45 days as necessary. In case of deferred response, we shall inform the reasons for the delay. As we receive a large amount of commercial promotion e-mails every day, we shall not respond if we believe that your e-mails are not related to the Terms of Services. If the limitation period set in this paragraph conflicts with the local laws, the local laws shall prevail.

Software License Agreement

Effective starting: June 20, 2020

This Software License Agreement (the "Agreement") is between you and us who own the Software that you are accessing or using listed here ("us", "we" or "our"). We may modify this Agreement from time to time, subject to the terms in Section 10 (Changes to this Agreement) below. The Software is not intended for and should not be used by anyone under the age of 16. You must ensure that all Authorized Users are at least 16 years old.

The "Effective Date" of this Agreement is the date which is the earlier of (a) your initial access to or use of the Software (as defined below) or (b) the effective date of the first Order referencing this Agreement.

By clicking on the “I agree” (or similar button or checkbox) that is presented to you at the time of your registration, or by using or accessing the Software, you indicate your assent to be bound by this Agreement. If you do not agree to this Agreement, do not use or access the Software.

1. Scope of Agreement

Software. This Agreement governs your initial downloading, installation or use of our Software, and any Additional Services, as well as any future upgradation made by you that reference this Agreement. This Agreement includes our Policies, the Product-Specific Terms, and any other referenced policies and terms. The Software and its permitted use are further described in the Documentation. The term “Software” includes Documentation unless otherwise specified.

2. Accounts; Authorized Users

2.1. Account Registration. You must register for an account with us in order to access or receive Software. Your registration information must be accurate, current and complete. You must keep your registration current so that we may send notices, statements and other information to you by email or through your account. You are responsible for all actions taken through your account. See Terms of Services for additional provisions regarding our Services

2.2. Authorized Users. Only Authorized Users may access and use the Software. Some Software may allow you to designate different types of Authorized Users, in which case functionality may vary according to the type of Authorized User. You are responsible for compliance with this Agreement by all Authorized Users, including what Authorized Users do with your data, and for all fees incurred by Authorized Users (or from adding Authorized Users). All use of Software must be solely for the benefit of you and must be within the Scope of Use.

3. Use of the Software

3.1. Your License Rights. Subject to the terms and conditions of this Agreement, We grant you a non-exclusive, non-sublicensable and non-transferable license to install and use the Software during the applicable License Term for your own business purposes, in accordance with this Agreement, your applicable Scope of Use, the Documentation and all Laws.

3.2. Restrictions. Except as otherwise expressly permitted in this Agreement, you will not: (a) reproduce, modify, adapt or create derivative works of any part of the Software; (b) rent, lease, distribute, sell, sublicense, transfer, or provide access to the Software to a third party; (c) use the Software for the benefit of any third party; (d) incorporate the Software into a product or service you provide to a third party; (e) interfere with any license key mechanism in the Software or otherwise circumvent mechanisms in the Software intended to limit your use; (f) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to the Software, except to the extent expressly permitted by applicable law (and then only upon advance notice to us); (g) remove or obscure any proprietary or other notices contained in the Software; (h) use the Software for competitive analysis or to build competitive products; (i) publicly disseminate information regarding the performance of the Software; or (j) encourage or assist any third party to do any of the foregoing. You will not alter or remove any copyright or other proprietary notice

that appears on or in the Software.

3.3. Product-Specific Terms. Some Software may be subject to additional terms specific to that Software as set forth in the Product-Specific Terms. By accessing or using a product covered by the Product-Specific Terms, you agree to the Product-Specific Terms.

3.4. System Requirements. You are solely responsible for ensuring that your systems meet the hardware, software and any other applicable system requirements for the Software as specified in the Documentation. We will have no obligations or responsibility under this Agreement for issues caused by your use of any third-party hardware or software not provided by us.

4. Our Commitments

4.1. Support and Maintenance. During the validity of this Agreement, we will provide Support and Maintenance for the Software. Support and Maintenance for Software includes access to New Releases, if and when available, and any references to “Software” in this Agreement include New Releases.

4.2 Our Deliverables. We will retain all right, title and interest in and to any materials, deliverables, modifications, derivative works or developments that we provide in connection with any Additional Services (“Our Deliverables”). You may use any of Our Deliverables provided to you only in connection with the Software, subject to the same usage rights and restrictions as for the Software. For clarity, Our Deliverables are not considered Software, and any Software (including any New Release) is not considered any of Our Deliverables.

4.3 Customer Materials. You agree to provide us with reasonable access to your materials, systems, personnel or other resources (including your instances of the Software) as reasonably necessary for our provision of Additional Services (“Customer Materials”). If you do not provide us with timely access to Customer Materials, our performance of Additional Services will be excused until you do so. You retain your rights in your Customer Materials, subject to our ownership of any underlying Software, Our Deliverables or other Technology. We will use Customer Materials solely for purposes of performing the Additional Services. You represent and warrant that you have all necessary rights in Customer Materials to provide them to us for such purposes.

5. Ownership and Feedback.

The Software is made available on a limited license or access basis, and no ownership right is conveyed to you, irrespective of the use of terms such as “free” or “sale”. We and our licensors have and retain all rights, titles and interests, including all intellectual property rights, in and to our Technology (including the Software). From time to time, you may choose to submit Feedback to us. We may in connection with any of our products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered your Confidential Information, and nothing in this Agreement limits our right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

6. Term and Termination

6.1. Term. This Agreement is effective as of the Effective Date and continues until expiration of all License Terms, unless earlier terminated as set forth herein.

6.2. Termination for Cause. Either party may terminate this Agreement (including all related Orders) if the other party fails to cure any material breach of this Agreement within thirty (30) days after written notice.

6.3. Termination for Convenience. You may choose to stop using the Software and terminate this Agreement (including all Orders) at any time for any reason upon written notice to us.

6.4. Effects of Termination. Upon any expiration or termination of this Agreement, your license to the Software terminates (even if the License Term is identified as “perpetual” or if no expiration date is specified in your Order) and you must cease using and delete (or at our request, return) all Software or other materials of us in your possession, including on any third-party systems operated on your behalf. .

6.5. Survival. The following Sections will survive any termination or expiration of this Agreement: 3.2 (Restrictions), 5 (Ownership and Feedback), 6 (Term and Termination), 7 (Warranty Disclaimer), 8 (Dispute Resolution), and 11 (General Provisions).

7. Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 14.1 (GENERAL WARRANTIES) AND 14.2 (VIRUS WARRANTY), ALL SOFTWARE, SUPPORT AND MAINTENANCE AND ANY ADDITIONAL SERVICES ARE PROVIDED “AS IS,” AND WE AND OUR SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. WE WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE OUR REASONABLE CONTROL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER WE NOR ANY OF OUR THIRD PARTY SUPPLIERS MAKES ANY REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY SOFTWARE OR ANY CONTENT THEREIN OR GENERATED THEREWITH, OR THAT: (A) THE USE OF ANY SOFTWARE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; (B) THE SOFTWARE WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (C) THE SOFTWARE (OR ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SOFTWARE) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (D) ERRORS OR DEFECTS WILL BE CORRECTED; OR (E) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 14.2 (VIRUS WARRANTY), THE SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

8. Dispute Resolution

8.1. Informal Resolution. In the event of any controversy or claim arising out of or relating to this Agreement, the parties will consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach settlement within a period of sixty (60) days, either party may pursue relief as may be available under this Agreement pursuant to Section 8.2 (Governing Law; Jurisdiction). All negotiations pursuant to this Section 8.1 will be confidential and treated as compromise and settlement negotiations for purposes of all rules and codes of evidence of applicable legislation and jurisdictions.

8.2. Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the applicable laws of the People's Republic of China. Each party irrevocably agrees that any legal action, suit or proceeding arising out of or related to this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the court in Shunde, Guangdong, PRC, and each party irrevocably submits to the sole and exclusive personal jurisdiction of the courts in Shunde, Guangdong, PRC, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party. In any action or proceeding to enforce a party's rights under this Agreement, the prevailing party will be entitled to recover its reasonable costs and attorneys' fees.

8.3. Injunctive Relief; Enforcement. Notwithstanding the provisions of Section 8.4 (Informal Resolution) and Section 8.2 (Governing Law; Jurisdiction), nothing in this Agreement will prevent us from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

9. Third Party Code.

The Software includes code and libraries licensed to us by third parties, including open source software. See Open Source Software License for additional provisions regarding our use of third party code.

10. Changes to this Agreement.

Modifications Generally. We may modify the terms and conditions of this Agreement (including Our Policies) from time to time, with notice given to you by email, through the Software or through our website. Together with notice, we will specify the effective date of the modifications. You must accept the modifications to continue using the No-Charge Software. If you object to the modifications, your exclusive remedy is to cease using the No-Charge Software.

Our Policies: Our products and business are constantly evolving, and we may modify Our Policies from time to time, including during your then-current License Term in order to respond to changes in our products, our business, or Laws. In this case, unless required by Laws, we agree not to make modifications to Our Policies that, considered as a whole, would substantially diminish our obligations during your then-current License Term. Modifications to Our Policies will take effect automatically as of the effective date specified for the updated

policies.

11. General Provisions

11.1. Notices. Any notice under this Agreement must be given in writing. We may provide notice to you via email or through your account. You agree that any such electronic communication will satisfy any applicable legal communication requirements, including that such communications be in writing. Our notices to you will be deemed given upon the first business day after we send it.

11.2. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.

11.3. Assignment. You may not assign or transfer this Agreement without our prior written consent. As an exception to the foregoing, you may assign this Agreement in its entirety (including all Orders) to your successor resulting from your merger, acquisition, or sale of all or substantially all of your assets or voting securities, provided that you provide us with prompt written notice of the assignment and the assignee agrees in writing to assume all of your obligations under this Agreement. Any attempt by you to transfer or assign this Agreement except as expressly authorized above will be null and void. We may assign our rights and obligations under this Agreement (in whole or in part) without your consent. We may also permit our Affiliates, agents and contractors to exercise our rights or perform our obligations under this Agreement, in which case we will remain responsible for their compliance with this Agreement. Subject to the foregoing, this Agreement will inure to the parties' permitted successors and assigns.

11.4. Conflicts. In event of any conflict between the main body of this Agreement and either Our Policies or Product-Specific Terms, Our Policies or Product-Specific Terms (as applicable) will control with respect to their subject matter.

11.5. Waivers; Modifications. No failure or delay by the injured party to this Agreement in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity.

11.6. Interpretation. As used herein, "including" (and its variants) means "including without limitation" (and its variants). Headings are for convenience only. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions will continue in full force and effect.

11.7. Independent Contractors. The parties are independent contractors. This Agreement will not be construed as constituting either party as a partner of the other or to create any other form of legal association that would give either party the express or implied right, power or authority to create any duty or obligation of the other party.

Definitions. Certain capitalized terms are defined in this Section, and others are defined contextually in this Terms or Agreement.

“Affiliate” means an entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a party, where “control” means the power to direct the management or affairs of an entity, and “ownership” means the beneficial ownership of greater than 50% of the voting equity securities or other equivalent voting interests of the entity.

“Our Policies” means Our Software License Agreement, Terms of Services, Privacy Policy, and (unless otherwise specified) any other policies or terms referenced in this Terms or Agreement.

“Our Technology” means the Software (including all No-Charge Software), Our Deliverables, their “look and feel”, any and all related or underlying technology and any modifications or derivative works of the foregoing, including as they may incorporate Feedback.

“Authorized Users” means the specific individuals whom you indicate your assent to be bound by the Agreement, and your acknowledgement of the Agreement and its terms.

“Documentation” means our standard published documentation for the Software.

“Laws” means all applicable local and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications and the exportation of technical or personal data.

“License Term” means your permitted license term for the Software, as set forth in an Order.

“New Releases” means any bug fixes, patches, major or minor releases, or any other changes, enhancements, or modifications to the Software that we makes available to you as part of Support and Maintenance.

“Software” means our commercially available downloadable software products (currently designated as “Server” or “Data Center” deployments), including mobile applications of such products.

“Support and Maintenance” means our support and maintenance services for the Software.