

## TERMS OF USE

(Effective Date: April 1, 2017)

Welcome to your Hisense Smart Home Appliance (“Device”). The terms and conditions contained herein (“TOU”) are a legal agreement between Hisense and you and govern your use of the Device and this App from Hisense USA Corporation, including its affiliates (herein “Hisense”, “we”, “us”, “ours”). We refer to the end user as “you” or “yours”. The App and your Device are collectively referred to herein as the “HISMART@ Services”. By creating an account and/or using the HISMART@ Services, you are legally bound to the Terms. To the extent permitted by law, Hisense reserves the right to modify or update the Terms from time to time and without any further notice to you.

From time to time, Hisense may offer and make available to you certain HISMART@ Services, and in such event, your use of such HISMART@ Services shall be subject to the Terms. Your right to use the Device and the App will immediately terminate upon your breach of any of the Terms. HISMART@ Services are provided subject to local laws and regulations, and depending on your residence and use location, you may be limited to the types and levels of HISMART@ Services. Terms and conditions for the use of such HISMART@ Services may differ for each different country, region or market subject to relevant local, country and regional laws.

This Agreement is for a license and not for a sale. You may not:

- a. copy, assign, sublicense, lease, sell or rent the App; or
- b. distribute or otherwise transfer the App; or
- c. modify, adapt, translate, or create derivative works of the App, except only to the extent any of the foregoing restrictions are prohibited by applicable law; or
- d. decompile, disassemble, reverse engineer or otherwise derive source code from the App, except to the extent such actions cannot be prohibited under applicable law because they are essential to achieve inter-operability of the App with another software program, and provided that the information obtained by you during such activities is:
  - (i) used only to achieve such inter-operability; and
  - (ii) not disclosed without Hisense’s prior written consent; and
  - (iii) not used to create any software that is substantially similar to the App; or
- e. defeat, bypass, circumvent or interfere with any security mechanism or access control measures; or
- f. have any of the foregoing done for you by a third party; or
- g. violate, in any manner or form, any third party’s personal privacy rights.

The App and Device are for personal, non-commercial use only - no other use is permitted. Copying or redistribution of the App is strictly prohibited and we may prevent or restrict you from copying or re-distributing any elements of the App using digital rights management or other technologies. You may not use any portion of the HISMART@ Service for any other purposes other than as permitted herein. If you redistribute, sublicense, sell, rent, loan, lease, assign, or transfer the Device, you agree that you will deactivate your account on the HISMART@ Services prior to transferring the Device to a third party. **HISENSE AND ITS AFFILIATES EXPRESSLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY RESULTING FROM YOUR FAILURE TO DO SO.** In addition to the limitations set forth above, you are prohibited from using the HISMART@ Service in any way that: (a) is unlawful, threatening, violent, abusive, hateful, defamatory, slanderous, libelous, deceptive, fraudulent, tortious, indecent, vulgar, profane, obscene, or that Hisense deems in its sole discretion to be inappropriate; and (b) accesses, collects, or stores personal information about others; and (c) violates or infringes the rights of anyone else, including, for example, another person’s right to privacy; and (d) impersonates any person, business, entity, or IP address (e.g., IP spoofing); and (e) involves uploading, posting, emailing, transmitting, or otherwise making available any materials that you do not have a right to make available under any law; and (f) is commercial in nature, including, for example, advertising, promotional or marketing materials, or spam, phishing or other unsolicited messages; and (g) gains or attempts to gain unauthorized access to the HISMART@ Services, other computers and networks, or other user data, or that otherwise modifies or interferes with the use or operation of the HISMART@ Services; and (h) gains or attempts to gain unauthorized access to a Device’s firmware or software, including reverse engineering firmware or

installing firmware not approved by Hisense; and (i) imposes an unreasonable or disproportionately large load on Hisense's network including but not limited to transmitting spam or using unsolicited mass emailing; and (j) alters, damages, or deletes any content provided by Hisense; and (k) contains computer viruses or other disruptive or damaging files or programs; and (l) disassemble, reverse engineer and/or tamper with the HISMART@ Services, or transmit hidden or malicious code or to collect information of other users through the HISMART@ Services; and (m) modify, adapt, alter, translate, or create derivative works from the Service; and (n) otherwise violates the Terms or any other guidelines or policies provided by Hisense. WE RESERVE THE RIGHT TO BLOCK OR TERMINATE YOUR ACCESS TO HISMART@ SERVICES IN OUR SOLE DISCRETION FOR ANY REASON AND AT ANY TIME AND WITHOUT FURTHER NOTICE TO YOU.

Hisense shall have no obligation under the Terms to provide:

- (a) Installation services of the App;
- (b) Any new features or additional software used in conjunction with the App or the Device; or
- (c) Any maintenance of the App.

#### USE OF HISMART@ SERVICES

You are required to acknowledge your acceptance of and agreement to the Terms when you create an account and/or use the HISMART@ Services. You agree to the collection and use of electronic documents and records in connection with your registration for and use of the HISMART@ Services and that the Terms satisfy any requirement that we provide you this information in writing. If you don't agree to any of the terms set forth below, you may not create an account or use the HISMART@ Services.

The App is intended for use by persons 18 years of age or older. If you are not at least 18 years of age or older or are legally, or otherwise, restricted from using the App, please discontinue using the App immediately. If you are not 18 years of age or older, you must have a parent or guardian's approval prior to using the App. By using any portion of the App and accepting the Terms, you are certifying that you are at least 18 years of age, or if between the ages of 13 and 18, have parental consent.

To use HISMART@ Services, you may be required to register a user account and/or pay a fee, which may be completed on a webpage run by us (or an affiliate of Hisense) or by a third party (including a payment gateway provider), provide information about yourself and choosing a unique, secret password that may not be shared with others. Any personal information provided by you to Hisense will be protected in accordance with our Privacy Policy. Your personal information must be complete, accurate, and must be YOURS. You shall not use any third party personal information to create an account in connection with the use of HISMART@ Services, and you are not allowed to access others' accounts. In the event that registration of a user account, and/or a fee on such third party or Hisense website is required for the HISMART@ Services, such registration of a user account, and/or a fee shall be subject to privacy policies, terms and condition of the parties providing such access to the HISMART@ Services. If you transfer your Device to a new owner, your right to use the App with respect to the Device automatically terminates. The new owner will have no right to use the App under your account and will need to register for a separate account with Hisense. Hisense is not responsible for the use or misappropriation of another's personal information to access the Device. HISENSE RESERVES THE RIGHT TO BLOCK OR TERMINATE ANY USER ACCOUNT IN THE EVENT THAT HISENSE REASONABLY DETERMINES, IN ITS SOLE DISCRETION, THAT YOUR USE OF HISMART@ SERVICES IS IN VIOLATION OF THE TERMS, INCLUDING CREATING ACCOUNTS WITH FALSE OR ANY OTHER PERSONS' INFORMATION.

#### SAFETY & SECURITY

The HISMART@ Services is provided as a convenience to you. The HISMART@ Services is not a substitute for responsible and safe Device operation. Please refer to your Device's owner's manual for further information. You should not rely on the HISMART@ Services as a means for preventing accidents, fire, or damage to your Device or residence. It is your responsibility to ensure that your Device is maintained in good working order and that your Device is used in a safe and responsible manner. Hisense does not guarantee any results or the accuracy of any results that you may obtain from the HISMART@ Services.

## FUNCTIONAL REQUIREMENTS AND LIMITATIONS

The App uses your Internet connection to provide you with the HISMART@ Services. You must have a working wireless Internet connection at the location of your Device in order to use the HISMART@ Services. You acknowledge that you are responsible for all fees charged by your Internet service provider (“ISP”), mobile service carrier (“Carrier”) or other third party in connection with your use of the HISMART@ Services. You also acknowledge that you are responsible for compliance with all applicable agreements, terms of use/service, and other policies of your ISP, Carrier or other third party. Hisense is not responsible for any charges or actions that your ISP, Carrier or other third party may take against you for using data or the network in violation of your ISP’s, Carrier’s or other third party’s terms and policies.

You may have the opportunity to access goods, services or materials provided by our partners. Hisense does not control or endorse these goods, services or materials. Accordingly, you acknowledge and agree that Hisense is not responsible or liable for any goods, services or materials provided by any partner or third party.

Hisense makes no warranty that the HISMART@ Services: (a) will meet your requirements; (b) will be compatible with your computer or mobile device or the Device; (c) will be available on an uninterrupted, timely, secure, or error-free basis; or (d) will be accurate or reliable. You acknowledge and agree that the availability of the HISMART@ Services is dependent on (i) your computer, mobile device, Device, home wiring, and other related equipment (“Equipment”); (ii) your ISP; (iii) your Carrier or (iv) third parties. Hisense does not guarantee the reliability or timeliness of communications or notifications from or between you and your Device. You agree that the HISMART@ Services are subject to limitations and restrictions outside of Hisense’s control, which include such things as wireless network capabilities, Internet availability, environmental conditions (such as buildings, weather, geography, and topography), atmospheric conditions, and other factors associated with the use of the Internet or with satellites and satellite data. Hisense is not responsible for these limitations.

## WARRANTIES AND LIABILITIES: DISCLAIMER

**TO THE EXTENT PERMITTED BY LAW, THE HISMART@ SERVICES ARE PROVIDED TO YOU “AS IS” WITHOUT ANY WARRANTIES, TERMS, REPRESENTATIONS OR UNDERTAKINGS OF ANY KIND, EXPRESS OR IMPLIED, WITH REGARD TO BUT NOT LIMITED TO THEIR QUALITY, RELIABILITY, PERFORMANCE, PURPOSE, OR ACCURACY. YOU AGREE TO ASSUME ALL RISKS OF USING THE HISMART@ SERVICES, AND, TO THE EXTENT PERMITTED BY LAW, NOT TO HOLD HISENSE OR ANY OF ITS AFFILIATES OR THEIR HOLDINGS, DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, CONTRACTORS, LICENSORS OR ADVERTISERS RESPONSIBLE FOR ANY DAMAGES, LOSSES, OR HARM, TANGIBLE OR INTANGIBLE, INCLUDING BUT NOT LIMITED TO COMPENSATORY, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, LOSS OF PROFIT, REVENUE, INTEREST OR BUSINESS, OR CORRUPTION OF DATA OR ATTORNEY'S FEES ARISING FROM THE USE OF HISMART@ SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, HISENSE OR ANY OF ITS AFFILIATES SHALL NOT BE HELD RESPONSIBLE FOR ANY THIRD-PARTY MATERIALS (INCLUDING BUT NOT LIMITED TO CODE, DATA, CONTENT, INFORMATION, ETC.) THAT MAY BE ACCESSED THROUGH HISMART@ SERVICES, NOR SHALL HISENSE OR ANY OF ITS AFFILIATES BE HELD RESPONSIBLE FOR HIDDEN OR MALICIOUS CODE CONTAINED ON OR DISTRIBUTED THROUGH THE HISMART@ SERVICES OR THE DEVICE BY THIRD PARTIES. HISENSE OR ANY OF ITS AFFILIATES DO NOT GUARANTEE THAT THERE WILL BE NO INTERRUPTIONS, DELAYS OR INACCURACIES IN THE MATERIALS AND DO NOT GUARANTEE THE CONTINUED AVAILABILITY OF HISMART@ SERVICES. DUE TO THE VARIOUS CAPABILITIES OF THE DEVICES FEATURING THE HISMART@ SERVICES, AS WELL AS LIMITATIONS IN THE AVAILABLE MATERIALS OFFERED VIA HISMART@ SERVICES, CERTAIN FEATURES AND/OR MATERIALS MAY NOT BE AVAILABLE ON ALL DEVICES OR IN ALL TERRITORIES. SOME FEATURES ON THE HISMART@ SERVICES MAY ALSO REQUIRE ADDITIONAL PERIPHERAL DEVICES THAT ARE SOLD AND/OR APPLICATIONS TO BE INSTALLED SEPARATELY. HISENSE OR ANY OF ITS AFFILIATES DO NOT ENDORSE ANY OF THE IDEAS, PRODUCTS, PERSONS, OR OPINIONS EXPRESSED IN HISMART@ SERVICES.**

**CERTAIN LEGISLATION MAY IMPLY WARRANTIES OR CONDITIONS OR IMPOSE OBLIGATIONS UPON HISENSE WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED OR CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED EXCEPT TO A LIMITED EXTENT. THE TERMS MUST BE READ SUBJECT TO THESE STATUTORY PROVISIONS. IF THESE STATUTORY PROVISIONS APPLY, TO THE EXTENT TO WHICH HISENSE IS ABLE TO DO SO, ITS LIABILITY UNDER THOSE PROVISIONS WILL BE LIMITED, SOLELY AT ITS OPTION, IN THE CASE OF SERVICES TO (A) THE SUPPLYING OF THE SERVICES AGAIN; OR (B) THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, AND IN THE CASE OF GOODS, TO (A) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; OR (B) THE REPAIR OF THE GOODS; OR (C) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR (D) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED.**

**TO THE EXTENT PERMITTED BY LAW, HISENSE AND ITS AFFILIATES DISCLAIM ALL LIABILITIES WITH RESPECT TO YOUR USE OF THE HISMART@ SERVICES (REGARDLESS OF WHETHER OR NOT SUCH USE REQUIRES REGISTRATION, CREATION OF A USER ACCOUNT AND/OR PAYMENT OF A FEE). IF ANY PORTION OF THE TERMS ARE ILLEGAL OR UNENFORCEABLE OR THERE IS A CLAIM THAT WE HAVE BREACHED ANY OF THE TERMS, IT DOES NOT AFFECT OR INVALIDATE THE OTHER TERMS. THE TERMS MAY NOT BE WAIVED OR MODIFIED WITHOUT WRITTEN CONSENT FROM HISENSE.**

#### GOVERNING LAW AND JURISDICTION

These Terms shall be governed by the laws of the State of Georgia, U.S.A. to the exclusion of any laws of any other jurisdiction, including but not limited to the laws of any foreign jurisdictions, and excluding conflicts of law rules and principles. By accepting the Terms or by your use of the HISMART@ Services, you are agreeing that the Terms and all other aspects of the HISMART@ Services will be construed in all respects in accordance with the laws of the State of Georgia, U.S.A. applicable to the agreement entered into and to be wholly performed therein, and you agree to submit to the non-exclusive jurisdiction of the courts of Gwinnett County, State of Georgia, U.S.A.

**YOU HEREBY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE ARISING OUT OF OR RELATING TO THE TERMS.**

#### ACTIONS REQUIRED BY LAW

Hisense may need to comply with the lawful interception and/or data retention requirements of local law enforcement agencies from time to time. Hisense may restrict access to any part of HISMART@ Services or terminate your access to the HISMART@ Services, at any time in its sole discretion if required by law or by the relevant authorities or regulatory agencies to do so.

#### MISCELLANEOUS

The Terms are binding on successors and assigns. Neither Hisense nor its affiliates will be responsible for any non-performance or delay attributable in whole or in part to any cause beyond their control. Hisense's failure to enforce any term of the Terms shall not constitute a waiver of that provision. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. You acknowledge that you have read the Terms, that you understand them, that you agree to be bound by the Terms, and that the foregoing is the complete and exclusive statement of the Terms.

This Terms of Use is effective as of the Effective Date first given above. We reserve the right to change this TOU at any time or for any reason and at our sole discretion, without the need for further notice. We will post any changes to the TOU within a reasonable period. You are responsible to check the App for any changes to the TOU. Your continued use of this App subsequent to such changes shall constitute your acceptance of all such changes.