

# **ORELHOME - TERMS OF SERVICE**

## **1. INTRODUCTION.**

**1.1** OrelHome is a Mobile Application owned and operated by Orel Corporation (Pvt) Limited, a company registered under the Company Laws in the Democratic Socialist Republic of Sri Lanka under Company Registration Number PV72125 with our registered office at No 49, Sri Jinarathana Road, Colombo 02.

## **2. ACCEPTANCE.**

**2.1** These Terms of Service (Hereinafter referred to as **“Terms”** or **“Agreement”**) constitutes a legal agreement between you and OrelHome (Hereinafter referred to as **“OrelHome”**, **“we”**, **“us”**, or **“our”**).

**2.2** By clicking the “I accept” icon, downloading, installing or using the application which accompanies these Terms, you represent and warrant that,

**2.2.1** You have read, understand and agree to be bound by these Terms;

**2.2.2** You are of legal age to form a binding agreement with OrelHome.

## **3. CHANGES TO TERMS OF SERVICE.**

**3.1** OrelHome reserves the right to change these terms at any time in its sole discretion.

**3.2** When such changes are made, OrelHome will make sure that the latest up to date version of the Terms of Service is available at OrelHome Mobile Application (the **“Application”**). Your continued use of the Application and/or Services constitutes your acceptance of such changes.

## **4. RIGHT TO INSTALL AND USE THE APPLICATION.**

**4.1** We grant to you a limited, non-exclusive and non-transferable license to install and use the Application on the applicable Device(s) solely for your personal use in connection with the Services we provide.

## **5. OWNERSHIP OF THE APPLICATION.**

**5.1** You acknowledge and agree that the, title to and ownership of the Application, and Services, including all reproductions, corrections, enhancements, derivative works, and other modifications, and all intellectual property rights therein, are and will at all times be deemed our sole and exclusive property.

## **6. RESTRICTIONS ON USE.**

**6.1** You will not, directly or indirectly,

**6.1.1** Modify, adapt, alter, translate, or create derivative works from the Application or the Services;

**6.1.2** Merge the Application with other software;

**6.1.3** Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Application or the Services;

**6.1.4** Tamper with the security of the Application, Services, or other customer accounts;

**6.1.5** Attempt to access data on the Application or Services not belonging to or intended for you;

**6.1.6** Attempt to probe, scan test, or breach the security of the Application or Services; or

**6.1.7** Use the Application to access or control Devices not belonging to you.

## **7. OBLIGATIONS OF THE USER.**

**7.1** In order to use the Application and Services, you must create an account ("**User Account**").

**7.2** You are responsible for all activities that occur under your Account.

**7.3** You must immediately notify OrelHome of any unauthorized use of your password or any other breach of security of your Account.

**7.4** In registering for a User Account, you agree to;

**7.4.1** Provide true, accurate, current and complete information about yourself as prompted by the Application's registration form (the "**Registration Data**"); and

**7.4.2** Maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

## **8. COLLECTION OF DATA.**

**8.1** If you upload, post, provide or otherwise make available any information via the Application or Services ("**Your Information**"), you acknowledge that we may store your Information on your behalf, all in connection with your use of the Application and Services.

**8.2** For the Application to work as designed, you will need to authorize our Application to access, control and collect data about your Devices.

## **9. TERMINATION.**

**9.1** These Terms are effective as of the date you accept them and will continue until terminated as provided herein.

**9.2** This Agreement may be terminated:

a) By User, if he/she deactivates the User Account; or

b) By either Party upon the other Party's material breach of this Agreement.

**9.3** We may immediately terminate these Terms and the license granted hereunder if we decide to cease making the Application or the Services generally available.

## **10. APPLICATION FEE.**

**10.1** OrelHome currently offers the Application free of charge. However, OrelHome reserves the right to charge for the Application and/or Services in the future upon posting notice to you within the Application.

## **11. AVAILABILITY OF THE APPLICATION.**

**11.1** You acknowledge and agree that the availability of the Application is dependent on the third party from whom you received the Application license, e.g., the Apple App Store or Google Play ("**App Store**").

**11.2** In order to use the Application, you must have access to a wireless network, and you agree to pay all fees associated with such access.

## **12. DISCLAIMERS.**

**12.1 THE APPLICATION AND SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." WE EXPRESSLY DISCLAIM ALL WARRANTIES REPRESENTATIONS, AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE APPLICATION, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, SYSTEM INTEGRATION, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO APPLICATION WHEN ENTERING INTO THESE TERMS AND THAT YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE APPLICATION AND SERVICES.**

## **13. LIMITED LIABILITY.**

**13.1** In no event will OrelHome, including our affiliates, subsidiaries, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders (collectively "OrelHome" for purposes of this section), be liable to you for any incidental, special, exemplary,

punitive, consequential, or indirect damages arising out of or in connection with the OrelHome Application , the Services, or the terms of this Agreement, however arising including negligence, even if we or our agents or representatives know or have been advised of the possibility of such damages.

#### **14. GENERAL**

**14.1 Entire Agreement.** These Terms constitute the entire agreement between us and supersedes all previous and contemporaneous agreements, understandings and arrangements with respect to the subject matter hereof, whether oral or written.

**14.2 Waiver.** No term or provision of these Terms will be considered waived by either of us, and no breach excused, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted.

**14.3 Severability.** If any provision of these Terms is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way.

**14.4 Assignment.** You may not assign or transfer, by operation of law or otherwise, any of your rights under these Terms (including any licenses granted herein) to any third party without our prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void.

#### **15. GOVERNING LAW AND DISPUTE RESOLUTION.**

**15.1** This agreement shall be governed by the laws of the Democratic Socialist Republic of Sri Lanka and any dispute between the parties arising from or relating to this Agreement shall be subject to the jurisdiction of the competent courts of Colombo Sri Lanka.

**16. CONTACT INFORMATION.**

**16.1** Address: No 49, Sri Jinarathana Road, Colombo 02 Sri Lanka.

**16.2** Telephone Number:

**16.3** Email Address: