

ORELHOME USER AGREEMENT

1. INTRODUCTION

- a) OrelHome is a Mobile Application owned and operated by Orel Corporation (Private) Limited (hereinafter referred to as “OrelHome”, “Orel”, “we”, “us”, or “our”), 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.
- b) This OrelHome User Agreement (hereinafter referred to as the “Agreement”) constitutes a legal agreement between you and OrelHome.
- c) Before accepting the Agreement, you are supposed to thoroughly read all contents of the Agreement, and fully understand and acknowledge its terms, especially restrictive clauses, or exceptions. You are not allowed to use the service before you have read and accepted all terms of the Agreement. Once you select “agree and submit the Agreement” and complete the registration procedure, or you use the service in any form, it will be deemed that you have read and agreed to the terms of the Agreement. In case of any breach of the Agreement, OrelHome has the right to unilaterally restrict, suspend or terminate the service for you, and has the right to investigate your relevant responsibilities.
- d) This Agreement includes (but not limited to) OrelHome Privacy Policy and other contents. OrelHome reserves the right to change these terms at any time in its sole discretion. When such changes are made, OrelHome will make sure that the latest up to date version of the Agreement is available at OrelHome Mobile Application. Your continued use of the Application and/or Services constitutes your acceptance of such changes.
- e) 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.

2. DEFINITIONS OF TERMS

- a) Licensed software refers to software system developed by OrelHome, downloaded from the platform, and installed and applied in specified system mobile terminals.
- b) Services refers to the services provided for you by OrelHome. You can use such services on the mobile terminal with the licensed software.

3. SERVICE

- a) OrelHome offers you intelligent life equipment management service, based on which you can access to the in intelligent terminal on OrelHome through the OrelHome Control, and realize interlinkage among intelligent equipment. Service contents include intelligent equipment management, scene interlinkage and analysis report, etc. Such functions may be optimized or modified according to changes of users' demands or judgment of service supplier, and service supply may be suspended due to regular and irregular maintenance.
- b) Scope of Service;
- i. OrelHome grants you with the right to use the product based on this software.
 - ii. You are prohibited to license, sell, lease, transfer, issue the product in any form, or use the product for other commercial purpose.
 - iii. You acknowledge that the licensed software can only be used for non-commercial purpose and installation. Application and running of the licensed software are prohibited. If such commercial operation is necessary, prior written authorization and permission from OrelHome shall be obtained.
 - iv. OrelHome may change, upgrade, or transfer the licensed software or relevant functions or services in the licensed software system. If no separate agreements are accompanied with the aforesaid new functions or services, you are entitled to the corresponding functions and services, which is also subject to the Agreement.
 - v. You shall be responsible for the accuracy, reliability, integrity and legality of input data, and legality of the way in which you obtain the data and shall back up data and information from time to time. You shall bear all risks for damage and loss of such information.
 - vi. You shall properly keep your account number and password. In case of any safety loophole for your account (including but not limited to divulgence of user password), you shall notify OrelHome in time, and OrelHome will assist you in taking relevant measures. Otherwise, all behaviors related to your account shall be assumed by you and you will bear all responsibilities.

4. THIRD PARTY SERVICES

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

- b) The product includes certain information and services of the third party. OrelHome neither controls nor bears responsibility for information and services of the third party.
- c) You acknowledge that OrelHome cannot guarantee that the licensed software always uses or contains such services, or that other software provided by the same third party will be used in future. Likewise, it may use similar services supplied by another third party. Upon application, the aforesaid corresponding software or services are subject to this Agreement.

5. SERVICE APPLICATION STANDARD

You shall use the licensed software in a normal manner. The following ways are considered to be in breach of the application standards:

- a) Issue or share computer virus, worms, malicious codes, or software that deliberately damages or changes computer systems or data;
- b) Collect information or data of other users without authorization, for example, email address and the like;
- c) Maliciously use the product in an automatic way causing overload to the server or interfere with or damage web server and network links in other forms.
- d) Attempt to visit server data or communication data of the product without authorization;
- e) Interface with or damage the production application by other users.
- f) You understand and agree that:
 - i. OrelHome will determine whether or not you are involved in violation of standards above and suspend or terminate your application license according to determination results or take other restrictions according to agreements.
 - ii. OrelHome will directly delete information in breach of laws, or infringing others' legal rights, or in breach of the Agreement issued by you when using the licensed software.
 - iii. If a third party suffers from damage due to your breach of application standards, you shall independently bear legal responsibility in your name, and protect and indemnify OrelHome from losses or additional expenses generated therefrom. Otherwise OrelHome has the right to claim compensation.
 - iv. If OrelHome suffers from any loss due to your breach of relevant laws or the agreement, you shall compensate OrelHome for losses and (or) expenses generated therefrom.

6. INFORMATION CONTENT STANDARD

- a) You promise that you will not conduct any act in breach of laws or improper behaviors by using the service, such act and behavior include (but not limited to):

Uploading transferring or sharing information containing one of the following contents:

- i. Opposing the basic principles determined in the Constitution;
- ii. Disclosing state secrets, subverting state unity;
- iii. Inciting national hatred and discrimination and sabotaging national unity;
- iv. Destroying religious policy / believes;
- v. Spreading rumors, disturbing social order, and destroying social stability;
- vi. Spreading obscenity, porn, gambling, violence, murder, and terror or abetting a crime;
- vii. Insulting or slandering others and infringing on the legal rights and interests of others;
- viii. Containing Contents of sham, degradation, harm, threat, infringement to others' privacy, harassment, slander, coarseness, indecency, or morally repulsive contents;
- ix. Containing other contents restricted or forbidden by applicable laws, regulations, rules, provisions, and other legal standards.

7. PRIVATE POLICY AND DATA

It is crucial for OrelHome to protect your personal information. We recommend you to thoroughly read our OrelHome Privacy Policy.

8. EXCEPTION CLAUSES

- a) Unless otherwise specified in laws and regulations, OrelHome will do its best to ensure the security, validity, accuracy and reliability of the licensed software and technologies and information involved.
- b) You understand that OrelHome will not assume responsibility for direct or indirect losses caused by force majeure events and default of a third party.

- c) You shall be responsible for personnel injury or incident, or indirect injury caused by or related to one of the following accidents: i. A third party uses the licensed software or changes your data without permissions; ii. Expenses and losses produced by using the licensed software; iii. Your misunderstanding of the licensed software; iv. Other losses related to licensed software caused by reasons not attributable to OrelHome.
- d) Any other licensed software-derived software not developed and released by OrelHome, or the development and release are not granted by OrelHome, or the development and release are not granted by OrelHome are considered to be illegal software. Downloading, installing, and using such software may cause unpredictable risks. OrelHome shall be free from legal responsibilities and disputes generated therein and OrelHome shall have the right to suspend or terminate application licensed and / or all other services.
- e) You have been informed of that the usage of OrelHome involves in Internet service, which may be affected by unstable factors in all links. Although OrelHome has taken safeguard measures, the service may be suspended, terminated, delayed, suffered from application restriction or application failure due to inherent defects of internet and e-communication as well as factors beyond reasonable control of any party to the Agreement (including but not limited to fire, flood, terrorist attack, pestilence, natural disasters, riot, terminal virus, hacker attack, network fault and terminal fault). You hereby agree to bear foregoing risks and agree that OrelHome is free from any responsibility when normal any responsibility when normal running of services are influenced by the occurrence of foregoing risks.

9. AGREEMENT TERMINATE AND BREACH OF AGREEMENT

- a) You should understand that you shall use the licensed software according to authorization scope, respect intellectual property of software and contents contained in the software and perform obligations according to the Agreement when using OrelHome services. OrelHome will terminate the application license if you are in material breach of the Agreement.
- b) Your application of the software relies on supporting services supplied by OrelHome's related companies. Breach of terms, agreements, rules, annunciation and other relevant regulations of OrelHome and its related companies may cause failure in normal usage of licensed software, in which case, OrelHome shall be entitled to terminate the application license, or take measures to terminate the application license, or take measures to restrain your application licensed or other rights and interests controlled by OrelHome as agreed in the Agreement, Including suspension or termination of your application license.
- c) In case of breach of the Agreement or other agreements signed with OrelHome, OrelHome shall have the right to notify the related companies, requiring them to take restrictive measure to your rights and interests, including requiring related companies to

suspend or terminate supplying part or whole services for you, and legally announce your breach by them.

- d) The licensed software is downloaded from the downloading platform, and you shall abide by stipulations of the download platform, system platform and terminal manufacture on application ways and restrictions of the licensed software. If the above mentioned third party confirms that you are in breach of the agreement and OrelHome's treatment is required, OrelHome may terminate your application license at the third party's request.
- e) When the application license terminates, you shall stop using the licensed software and destroy all copies.
- f) You must bear all compensation responsibilities if OrelHome and other users suffer from losses caused by your breach of terms in the Agreement.

10. DISCLAIMERS

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.

11. LIMITED LIABILITY

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.

12. GOVERNING LAWS AND SEVERABILITY

- a) 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.

- b) 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.
- c) The Agreement is entered into in Colombo, Sri Lanka.

13. GENERAL

- a) **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.
- b) **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.