

## END USER TERMS AND CONDITIONS

**Effective Date: December 1, 2018**

These End User Terms and Conditions ("Terms and Conditions") govern and regulate the use of the Application, Device and the Smart Services, and are a legal agreement between the end user (referred to as "you or your") and Hisense International Co., Ltd. and/or any company within the Hisense Group ("we" or "us" or "our" or "ours"). A full list of us is available upon written request.

### IF YOU WANT TO USE THIS APPLICATION

Please read these Terms and Conditions carefully. By using the Application, installing and/or using and/or accessing the Smart Services through the Application, you agree to be legally bound and abide by these Terms and Conditions. Your use of the Device and/or the Smart Services indicates that you have read and accepted these Terms and Conditions and any other applicable terms. By using the Application and/or the Smart Services, you acknowledge and accept the Privacy Policy (available at your account registration process before you click "Join Now") and consent to the collection and use of your data and information in accordance with the Privacy Policy. If you do not wish to agree to these Terms and Conditions or the Privacy Policy, you must not access or use the Application and/or Smart Services in connection with the Device (as defined herein).

### 1. IMPORTANT DEFINITIONS

**"Application"** means the HiSmart Life application, which can be downloaded from Android platform or iOS platform.

**"Device"** means the home appliance product(s) manufactured/provided by us, which is connected with the Application by you.

**"Smart Services"** means all the types of services or functions typically available from the Internet, offered by us or by third parties on behalf of us, through Application to connect, administrate your Device, including turn on/off, diagnose Device failure, setting your favorite Device mode or running schedule, etc.

### 2. USE OF APPLICATION, DEVICE AND SERVICES

The Application is owned and/or licensed by and from us or by and from third parties, as applicable, and are protected by copyright, patent, trademark and/or other intellectual property laws. From time to time, we may directly offer and make available to you certain Smart Services, and in such events, your use of such Smart Services shall be subject to these Terms and Conditions. Smart Services may be provided locally subject to local laws and regulations, and depending on your residence, location, Device feature and network availability, you may be limited to types and levels of the Smart Services. The Terms and Conditions for the use of such

Smart Services may differ for each different country, region or market, and are subject to relevant local, country and regional laws and regulations. All Smart Services are provided solely for your personal use in connection with your use of the Device. You may not use any Smart Services in a manner that has not been expressly authorized herein. Without limiting the foregoing, except as expressly permitted by these Terms and Conditions and/or applicable laws and regulations, you may not modify, copy, re-publish, upload, post, transmit, translate, sell, create derivative works of, exploit, or distribute in any manner or medium any of the Smart Services accessed through, this Device.

a. USE OF THE SMART SERVICES THROUGH THE APPLICATION

Access to the Smart Services through the Application requires registration and creation of a user account. Such registration may require providing personal information to us or third parties and choosing a unique, secret password that may not be shared with others. Any personal information provided by you to us will be protected in accordance with our Privacy Policy (available at your account registration process before you click “Join Now”). The personal information you provide for registration must be complete and accurate. You shall not use any third-party personal information to create an account in connection with the use of the Smart Services, and you are not allowed to access others' accounts.

Smart Services are intended for use by persons sixteen (16) years of age or older. If you are not at least 16 years of age or older or are legally, or otherwise, restricted from using the Smart Services, please discontinue using the Smart Services immediately. If you are not sixteen (16) years of age or older, you must have a parent or guardian's approval prior to using the Smart Services. By using any portion of the Smart Services, you accept these Terms and Conditions and are certifying that you are at least 16 years of age, are not under 16 years of age, or if you are under the age of 16, have parental or guardian's consent. Any use by individuals not of such age shall be considered a violation of these Terms and Conditions. The use of any portion of the Smart Services is restricted solely to personal use and no other uses are permitted.

WE RESERVE THE RIGHT TO BLOCK OR TERMINATE ANY USER ACCOUNT IN THE EVENT WE REASONABLY DETERMINE THAT THE USE OF THE APPLICATION OR SMART SERVICES IS IN VIOLATION OF THESE TERMS AND CONDITIONS, INCLUDING CREATING ACCOUNTS WITH FALSE INFORMATION.

All Smart Services accessible through the Application and Device may be changed, suspended, removed, terminated or interrupted, or access may be denied, blocked or disabled at any time, without notice, and we make no representations or warranties that any Smart Services will remain available for any period of time. We may impose limits on the use of, or access to, or disabling, removal or suspension of certain Smart Services in any case and without notice or liability. You must accept these Terms and Conditions and the Privacy Policy if you wish to use the Smart Services accessible on the Application.

b. GRANT OF LICENSE

As between you and us, we own all right, title, and interest in and to the our owned Application, including, without limitation, all applicable intellectual property rights or other proprietary rights in the Application throughout the world, regardless of whether registered or legally secured. Subject to your full compliance with these Terms and Conditions, we grant to you a non-exclusive, limited, non-transferable and personal license (without the ability to sublicense) to download and/or use the Application to receive or otherwise use (only to the extent permitted in each case) the Smart Services through the Application to administrate your Device only. No other rights to the Application are granted. All rights including intellectual property rights in the Application and the Smart Services remain our property or that of the relevant licensors or owners of the Application or the Smart Services. Any breach of these Terms and Conditions will result in the revocation of the rights granted herein in whole or in part and we or the respective owners of the Application and the Smart Services may conduct further legal action if necessary.

### 3. USE RESTRICTIONS AND PROHIBITIONS

You may not use any portion of the Application, Device and Smart Services for any other purposes other than as permitted herein, including but not limited to illegal activity, to impersonate or falsely claim affiliation with any person or entity, to post, upload, transmit or disseminate any obscene, unreasonably offensive or any information that may negatively impact our reputation, goodwill and/or the Smart Services. Except as expressly permitted by these Terms and Conditions, and except to the extent provided for by applicable laws, you may not disassemble, reverse engineer and/or tamper with the Application, or transmit hidden or malicious code or to collect information of other users through the Application. You are not permitted to copy, edit, modify, alter or create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Application, unless expressly permitted by us in writing, or to the extent permitted under the laws applicable to you, and you will not permit or grant a license to any third party to do so. You may not take any action to interrupt the functionality of or tamper with the Application or its servers. You may not in any manner attempt to gain unauthorized access to 1) any portion or feature of the Application; 2) the Smart Services, or any other systems or networks connected to the Device; 3) the Smart Services or to any our controlled server; or 4) to any of the Device, or other services offered on or through the Application.

WE RESERVE THE RIGHT TO BLOCK, DENY OR TERMINATE YOUR ACCESS TO THE SMART SERVICES IN OUR SOLE DISCRETION FOR ANY REASON AND AT ANY TIME AND WITHOUT FURTHER NOTICE TO YOU.

### 4. CUSTOMER SERVICE COMMUNICATIONS

You understand and agree that the Smart Services may include certain communications from us or third parties such as update announcements, administrative messages and other materials (“Communications”). As those Communications are part of the Smart Services, you may not opt out of receiving them unless you cancel your account in the Application.

### 5. PRIVACY AND PROTECTION OF PERSONAL INFORMATION

To learn about how we protect and handle your personal information and other information when you use the Smart Services, visit our [Privacy Policy](#)(available at your account registration process before you click “Join Now”).

## 6. WARRANTIES AND LIABILITIES

TO THE EXTENT PERMITTED BY LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLICATION, DEVICE, THE QUALITY, PERFORMANCE AND ACCURACY OF SMART SERVICES USED OR ACCESSED THROUGH THE APPLICATION IS SOLELY THE RESPONSIBILITY OF YOU. TO THE EXTENT PERMITTED BY LAW, UNLESS OTHERWISE PROVIDED BY US IN THE DEVICE WARRANTY CARD, THE APPLICATION AND DEVICE IS PROVIDED TO YOU "AS IS" WITHOUT ANY WARRANTIES, TERMS, REPRESENTATIONS, CONDITIONS OR UNDERTAKINGS OF ANY KIND, EXPRESS OR IMPLIED, WITH REGARD TO, BUT NOT LIMITED TO, THEIR QUALITY, RELIABILITY, PERFORMANCE, PURPOSE, OR ACCURACY.

TO THE EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS AND UNDERTAKINGS WITH RESPECT TO ALL ASSOCIATED RISKS FROM THE USE OF THE APPLICATION, DEVICE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WE DO NOT WARRANT THAT THE SMART SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE DEVICE IS OR WILL BE COMPATIBLE WITH ALL SMART SERVICES, OR THAT OPERATION OF THE DEVICE OR SMART SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

YOU AGREE TO ASSUME ALL RISKS OF USING THE APPLICATION, SMART SERVICES, AND, TO THE EXTENT PERMITTED BY LAW, NOT TO HOLD US OR ANY OF OUR 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 THE APPLICATION AND SMART SERVICES. WE DO NOT GUARANTEE THAT THERE WILL BE NO INTERRUPTIONS, DELAYS OR INACCURACIES IN THE SMART SERVICES AND DO NOT GUARANTEE THE CONTINUED AVAILABILITY OF SUCH SMART SERVICES. DUE TO THE VARIOUS CAPABILITIES OF DEVICES FEATURING THE SMART SERVICES, AS WELL AS LIMITATIONS IN THE AVAILABLE SMART SERVICES OFFERED VIA THE APPLICATION, CERTAIN FEATURES AND/OR SMART SERVICES MAY NOT BE AVAILABLE ON ALL DEVICES OR IN ALL TERRITORIES OR MAY CHANGE OVER TIME. SOME FEATURES ON THE SMART SERVICES MAY ALSO REQUIRE ADDITIONAL PERIPHERAL DEVICES THAT ARE SOLD SEPARATELY.

WE SHALL NOT BE LIABLE TO YOU, WHETHER IN CONTRACT OR TORT OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, LOSS OF PROFIT, REVENUE, INTEREST, BUSINESS OR CORRUPTION OF DATA, ATTORNEY FEES, EXPENSES, OR ANY OTHER LOSS OR DAMAGES, INCLUDING PUNITIVE DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, ANY SMART SERVICES CONTAINED IN, OR AS A RESULT OF THE USE, OF THE APPLICATION, OR ANY SMART SERVICES ACCESSED OR USED BY YOU, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

CERTAIN LEGISLATION MAY IMPLY WARRANTIES OR CONDITIONS OR IMPOSE OBLIGATIONS UPON US WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED OR CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED EXCEPT TO A LIMITED EXTENT. THESE TERMS AND CONDITIONS MUST BE READ SUBJECT TO THESE STATUTORY PROVISIONS. IF THESE STATUTORY PROVISIONS APPLY, TO THE EXTENT TO WHICH WE ARE ABLE TO DO SO, OUR LIABILITY UNDER THOSE PROVISIONS WILL BE LIMITED, AT OUR 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; (B) THE REPAIR OF THE GOODS; (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.

YOU ASSUME FULL RESPONSIBILITY FOR ANY DAMAGES, LOSSES, COSTS, OR HARM ARISING FROM YOUR USE OF THE SMART SERVICES. TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ALL LIABILITIES WITH RESPECT TO YOUR USE OF THE SMART SERVICES (REGARDLESS OF WHETHER OR NOT SUCH USE REQUIRES REGISTRATION OR CREATION OF A USER ACCOUNT). IF ANY PORTION OF THESE TERMS AND CONDITIONS ARE ILLEGAL OR UNENFORCEABLE OR THERE IS A CLAIM THAT WE HAVE BREACHED ANY OF THESE TERMS AND CONDITIONS, IT DOES NOT AFFECT OR INVALIDATE THE OTHER TERMS. THESE TERMS AND CONDITIONS MAY NOT BE WAIVED OR MODIFIED WITHOUT WRITTEN CONSENT FROM US.

#### 7. WAIVER OF INJUNCTIVE OR OTHER EQUITABLE RELIEF

TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE APPLICATION OR DEVICE, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE DEEMED IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY DEVICE, APPLICATION, PRODUCT, SERVICE, OR

INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY US OR OUR LICENOR.

#### 8. INDEMNIFICATION

You agree to defend, indemnify and hold harmless us, our affiliates, licensors and service providers, and our and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms and Conditions or your use of the Application, Device and/or Smart Services, including, but not limited to, any use of the Application, services and products other than as expressly authorized in these Terms and Conditions or your use of any information obtained through the Application.

#### 9. GOVERNING LAW AND JURISDICTION

To the extent permitted by law, these Terms and Conditions shall be governed by the laws of the Germany and by accepting these Terms and Conditions, and by your use of the Smart Services, you are agreeing that such Terms and Conditions and all other aspects of the Smart Services will be construed in all respects in accordance with the laws of the Germany, and you agree to submit to the non-exclusive jurisdiction of the courts of Dusseldorf, Germany.

#### 10. ARBITRATION AND CLASS ACTION WAIVER

At our sole discretion, and to the extent permitted by law, we may require you to submit any disputes arising from compliance with these Terms and Conditions or the use of the Smart Services, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the International Chamber of Commerce applying laws of Germany.

Where permitted under applicable law, you and us agree that each may bring claims against the other only in your or our individual capacity and not as a plaintiff or class member in any purported class or representative action. Unless we both agree, no judge or arbitrator may consolidate more than one person's claims or otherwise preside over any form of a representative of class proceeding.

#### 11. ACTIONS REQUIRED BY LAW

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

#### 12. ASSIGNMENT OR TRANSFER

You are not permitted to transfer, assign or otherwise dispose of these Terms and Conditions

which is personal to you, or any of your rights or obligations arising under these Terms and Conditions without our prior written consent.

### 13. WAIVER AND SEVERABILITY

No waiver by us of any term or condition set forth in these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any our failure to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

If any provision of these Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions will continue in full force and effect.

### 14. ENTIRE AGREEMENT

These Terms and Conditions constitute the sole and entire agreement between you and us with respect to your use of the Device and/or the Smart Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to your use of the Device and/or the Smart Services.

### 15. CHANGES TO END USER TERMS AND CONDITIONS

We may revise and update these End User Terms and Conditions from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Device and the Smart Services thereafter.

Your continued use of the Device and the Smart Services following the posting of revised End User Terms and Conditions means that you accept and agree to the changes. You are expected to check this page periodically so you are aware of any changes, as they are binding on you.

### 16. CONTACTING YOU

We may provide you with notices (including notices relating to changes to these Terms and Conditions or termination of the Smart Services or parts thereof) by email, ordinary mail, or postings on or via the Application.

### 17. CONTACTING US

Please direct any additional questions you may have regarding These Terms and Conditions to the local after-sales service center written in the warranty card inside the box of each Device or email to [legal@hisense.com](mailto:legal@hisense.com).