**Service Agreement of FONDAIL Smart Platform**

**Welcome to FONDAIL Smart Platform!**

Before accepting the Agreement, you are supposed to thoroughly read all contents of the Agreement, and fully know its terms, especially restrictive clauses or exceptions. Restrictive clauses or exceptions are bold or highlighted in other forms to catch your attention. In case of any doubt for the terms of the Agreement, please contact relevant business department of FONDAIL. You are not allowed to use the service before you have read and accepted all terms of the Agreement, relevant agreements and rules, etc. Once you select "agree and submit the Agreement" (see registration page for detailed wordings) and complete the registration procedure, or you use the service in any form, it will be deemed that you have read and agreed with the restriction of the Agreement and rules above.

In case of any breach of the Agreement, FONDAIL has the right to unilaterally restrict, suspend or terminate the service for you, and has the right to investigate your relevant responsibilities.

**I. Definitions of Terms**

1.1 Licensed software refers to software system developed by FONDAIL, downloaded from the platform, and installed and applied in specified system mobile terminals.

1.2 FONDAIL grants You use such services on the mobile terminal with the licensed software.

**II. Service**

2.1 FONDAIL offers you intelligent life equipment management services, based on which you can access to the intelligent terminal on FONDAIL Cloud Platform through the FONDAIL 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.

**III. Scope of Service**

3.1 FONDAIL grants you with the right to use the product based on this software.

3.2 You are prohibited to license, sell, lease, transfer, issue the product in any form, or use the product for other commercial purpose.

3.2 Due to limitations on software adaptation platform and terminals, you can only use the licensed software in the authorized system platform and terminal; if you install the licensed software on other terminal equipment, it may damage your hardware or software function.

3.3 You acknowledge that the licensed software can only be used for non-commercial purpose and installation, application and running of the licensed software is prohibited. If such commercial operation is necessary, prior written authorization and permission from FONDAIL shall be obtained.

3.4 FONDAIL may change, upgrade or transfer the licensed software or relevant functions from time to time, and may add new 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.

3.5 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.

3.6 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 FONDAIL in time, and FONDAIL 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.

**IV. Service Application Standard**

4.1 You shall use the licensed software in a normal manner. The following ways are in breach of the application standard:

1) Collect information or data of other users without authorization, for example, email address and the like;

2) Maliciously use the product in an automatic way, causing over load to the server, or interfere with or damage web server and network links in other forms.

3) Attempt to visit server data or communication data of the product without authorization;

4) Interfere with or damage the production application by other users.

4.2 You understand and agree that:

1) FONDAIL 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.

2) FONDAIL 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.

**V. Private Policy and Data**

5.1 It is crucial for FONDAIL to protect your personal information. FONDAIL prepares Privacy Policy of FONDAIL Smart Platform, in which contents related to ownership and protection of intellectual property, collection, use, share, storage and protection, etc. of your information are disclosed. You are suggested to thoroughly read Privacy Policy of FONDAIL Smart Platform.

**VI. Exception Clauses**

6.1 Unless otherwise specified in laws and regulations, FONDAIL will do its best to ensure the security, validity, accuracy and reliability of the licensed software and technologies and information involved, but FONDAIL is unable to guarantee the same due to restriction by available technologies nowadays.

6.2 You understand that FONDAIL will not assume responsibility for direct or indirect losses caused by force majeure and default of a third party.

6.3 You shall be responsible for personnel injury or incidental or indirectly injury caused by or related to one of the following accidents:

1) Expenses and losses produced by using the licensed software;

2) Your misunderstanding of the licensed software;

3) Other losses related to licensed software caused by reasons not attributable to FONDAIL.

6.4 Any other licensed software-derived software not developed and released by FONDAIL or the development and release are not granted by FONDAIL is illegal software. Downloading, installing and using such software may cause unpredictable risks. FONDAIL shall be free from legal responsibilities and disputes generated therein and FONDAIL shall have the right to suspend or terminate application license and/or other all services.

6.5 You have been informed of that the usage of FONDAIL Smart Platform involves in Internet service, which may be affected by unstable factors in all links. Although FONDAIL 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 FONDAIL is free from any responsibility when normal running of services are influenced by the occurrence of foregoing risks.

**FONDAIL Smart device Privacy Policy**

**Welcome aboard!**

So you have purchased our FONDAIL Smart device hardware and are starting to use the FONDAIL Smart device software and all its functionalities! Any information you share with us (e.g. for creating a FONDAIL Account) will help us to provide you with services related to FONDAIL Smart device and to improve them to make them even better. We explain here our ways of collecting and using information, and how we protect your privacy. In this privacy policy, “personal data” means information that can be used to identify an individual, either from that information alone, or from that information and other information we have access to about that individual. We collect both personal and non-personal data to enable and facilitate the best user experience possible.

What information is collected and how do we use it?

Types of Personal Data Collected

Set up and log in of FONDAIL Account.Personal data that are collected for creating a FONDAIL Account may include your email address, device related information and various location related information (e.g. location area code, mobile network and country codes).

Sync FONDAIL Smart device data.When you synchronise the FONDAIL Smart device data, e.g. to FONDAIL Smart device Cloud Service, we may collect data relating to your activities and functionalities of FONDAIL Smart device, such as those obtained from our sensors and features on FONDAIL Smart device, movement data and smart alarm related information.

Processing the services.In providing the above services, we may also collect data in relation to your device, including your FONDAIL Smart device ID, firmware version, device OS version, model and system, and visiting IP and time.

How the Personal Data is used

To provide you with our products and services, processing your orders, performing contractual obligations between you and us, to ensure the functions and safety of our products, to verify your identity, to prevent and trace fraudulent or inappropriate usage

To develop our products and services, together with general and statistical information

To communicate with you, including providing you with notifications on products and services that are updated or launched

To provide marketing and promotional materials to you on our products and services (please note that you may unsubscribe anytime)

To personalise product design and to provide you with services tailored for you, for example, recommending and displaying information and advertisements regarding products suited to you, and to invite you to participate in surveys relating to your use of FONDAIL Smart device

To provide maintenance services, monitor software licenses, to improve our products or analyse the efficiency of our operations

Other Information

We use statistical data that does not specifically identify you (non-personal data) to help in our operations and improve our products and services and provide a better user experience for you. Here are some of the non-personal data we may collect and how we use them:

You have control over your information!

We recognise that privacy concerns differ from person to person. Therefore, we provide examples of ways we make available for you to choose to restrict the collection, use, disclosure or processing of your personal data and control your privacy settings, such as controlling the settings under the User Experience Improvement Program, Location Access functions, and your FONDAIL Account.

**Information based on additional functions:**

**Additional services based on camera:**

You may use the camera to scan the code by turning on the camera permission to pair with a Smart Device, take video, etc. Please be aware that even if you have agreed to enable the camera permission, we will only obtain information when you actively use the camera for scanning codes, video recording, etc.

**Additional services for accessing and uploading pictures/videos based on photo albums (picture library/video library):**

You can use this function to upload your photos/pictures/videos after turning on the photo album permission, so as to realize functions such as changing the avatar, reporting device usage problems by providing photo proofs, etc. When you use the photos and other functions, we will not recognize this information; but when you report a device usage problem, we may use the photos/pictures you upload to locate your problem.

**Additional services related to microphone-based service:**

You can use the microphone to send audio information after turning on the microphone permission, such as shooting videos, talking via IPC, etc. For these functions, we will collect your audio information to send it to the IPC. Please be aware that even if you have agreed to enable the microphone permission, we will only obtain audio information through the microphone when you voluntarily activate the microphone in the App.

**Access, Updating or Correcting Your Personal Data**

You have the right to request access and/or correction or any other personal data that we hold about you. When you update your personal data, you will be asked to verify your identity before we proceed with your request. Once we obtain sufficient information to accommodate your request for access or correction of your personal data, we shall process in accordance with the laws of your country. While we try our utmost in acceding to your requests, unreasonably repetitive or unrealistic requests or those that put others’ privacy at risk may be declined.

We normally provide such services for free but reserve the right to charge a reasonable fee.

If you believe any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible at the email address.

For details relating to the personal data in your FONDAIL Account, you may also access and change them at Email.

**Withdrawal of Consent**

You may withdraw your consent for the collection, use and/or disclosure of your personal data in our possession or control by submitting a request. This may be done by accessing your FONDAIL Account management center at Email. We will process your request within a reasonable time from when the request was made, and thereafter not collect, use and/or disclose your personal data as per your request.

Please recognise that your withdrawal of consent could result in certain legal consequences. Depending on the extent of your withdrawal of consent for us to process your personal data, it may mean that you will not be able to enjoy FONDAIL’s products and services.

Personal data will only be shared by FONDAIL to provide or improve our products or services and will not be shared for use for marketing purposes.

For the avoidance of doubt, in the event that we are permitted by law to collect, use or disclose your personal data without your consent, such permission granted by the law shall continue to apply.

**Information Safety Safeguards**

We are committed to ensuring that your personal data is secure. In order to prevent unauthorised access, disclosure or other similar risks, we have put in place reasonable physical, electronic and managerial procedures to safeguard and secure the information we collect. We have put in place the following security procedures and technical and organisational measures to safeguard your personal data:

Your personal data is stored on secure servers that are protected in controlled facilities.

All data saved in the back-end is classified into different levels based on the importance and sensitivity of the data, e.g. whether the data contains personal data.

In the data centers, clusters that contain sensitive data are grouped together in the network topology, and will be placed in rooms with additional physical security protection.

Data exchanged between FONDAIL devices and servers are encrypted using Secure Sockets Layer (“SSL”).

There is an optional two-step verification process when users access their FONDAIL Account.

There is regular review of information collection, storage and processing practices, including physical security measures, to guard against unauthorized access to systems.

There are also access controls for all server clusters used for cloud-based data **storage and process.**

Most data used for FONDAIL’s products and/or services is stored in a storage system. By using column family based access control mechanism, FONDAIL employees are only allowed access to the data column families they are granted access to.

Information safety is very important to us. We will take all practicable steps to safeguard your personal data. Through our protective measures above, especially encrypted storage and transmission, your data is as secure as it can be. Certain details of encrypted data cannot be accessed by anyone except by you.

**Updates To The Privacy Policy**

We keep our Privacy Policy under regular review. If we change our Privacy Policy, we will post the changes on all the FONDAIL websites, so that you may be aware of the information we collect and how we use it. Such changes to our Privacy Policy shall apply from the time that we post the same on the FONDAIL websites. Your continued use of products and services on the websites, mobile phones and/or any other device will be taken as acceptance of the updated Privacy Policy. We will seek your fresh consent before we collect more personal data from you or when we wish to use or disclose your personal data for new purposes.