

EZCloud Service Agreement

1. General Provisions

Zhejiang Uniview Technologies Co., Ltd. (Uniview for short in the Agreement) reminds you to carefully read and fully understand the *EZCloud Service Agreement* (Agreement for short).

EZCloud is a network platform that Uniview provides for all EZCloud service users (including but not limited to individuals and enterprises and referred to as User hereafter in this agreement) to watch videos remotely. EZCloud does not generate any content by itself but it enables registered Users to watch live videos or recordings of locations installed with surveillance devices connected to EZCloud or to log in to these surveillance devices directly. EZCloud allows User to add or delete the connected surveillance devices as needed.

This is a valid Agreement between User and Uniview regarding the registration and use of EZCloud service (referred to as Service in this agreement). User shall first carefully read and fully understand the terms of the Agreement, especially the disclaimers in favor of Uniview and restrictions regarding user rights, and then decide whether to accept the Agreement. User shall not register or use this Service if he/she does not accept all the terms. Once User has registered, logged in, or used the Service, it is considered that User has accepted all the terms in the Agreement.

The Agreement is subject to change by Uniview without prior notice, and the new terms shall replace the old terms once released. The latest version of Agreement is available at en.ezcloud.uniview.com. User may choose to continue or stop using the Service as needed. User continuing using the Service is considered to have accepted the Agreement.

2. Rights and Obligations

2.1 User can register to use the EZCloud service through the en.ezcloud.uniview.com website or client software. When applying for the Service, User shall provide accurate personal or organization information (including but not limited to username, password, contact person and phone number) to Uniview. User can set the username and the password as required. User can log in and use the Service once the application succeeds.

2.2 User shall guarantee that the registered information is true and accurate. Uniview assumes no responsibility if the Service is unusable to User due to incorrect user information registered. User shall maintain and update the registered information timely to ensure it is complete, accurate and up-to-date.

2.3 User shall appropriately keep the account and password and take full legal responsibilities for activities and events carried out using his/her account. If any other person or third party logs in to the website using User's account and password, Uniview has the right to believe that User has fully authorized this behavior, and User is responsible for all the consequence arising hereafter.

2.4 Uniview takes no responsibility if User's account is illegally used by others for User's own causes, including but not limited to the following: disclosing account information and other registered information to third party; sharing account with others, and installing illegal or unapproved programs.

2.5 If Uniview finds that the account user and the account registrant are not the same person, Uniview has the right to freeze the account temporarily without prior notification of User, and meanwhile Uniview takes no responsibility for freezing the account. User shall be responsible for all

the consequences of losing access to data or losing data due to the frozen account. If User finds illegal use of his/her account by others, User shall immediately inform Uniview to freeze his/her account.

2.6 User who has lost or forgotten the password can apply to retrieve the password through the registered username and phone number or Email. Uniview cannot determine if the phone number or Email user is the account holder, and Uniview assumes no responsibility for User's loss if the account information is illegally obtained by an impostor. User shall be aware that the responsibility of keeping account information lies in User him/herself, and Uniview does not guarantee the password can be successfully retrieved through the registered username and phone number.

2.7 The account that User registers at en.ezcloud.uniview.com shall only be used to use the Service provided at this website. The Service provided at this website requires the use of Uniview terminal devices, such as IP cameras, DVR, NVR, and other alarm devices.

3. Service Regulations

3.1 The EZCloud service shall be used for non-commercial purposes only. User shall not use EZCloud for sales or any other commercial purpose without prior written consent by Uniview. Uniview has the right to immediately terminate the supply of the Service and products and has the right to take legal actions and claim compensations for all losses.

3.2 User understands that, Uniview only provides EZCloud service under this Agreement, and User shall pay for devices relevant to the Service (including computers, modems and other devices for Internet access) and costs (including the telephone bills for Internet access and Internet access fees).

3.3 User shall abide by the rules below when using the EZCloud service in this Agreement:

- (1) User shall observe the relevant laws and regulations, protect the national interests and safeguard the national security.
- (2) User shall observe all the network protocols, regulations and procedures relevant to the website service.
- (3) User shall use the Service through en.ezcloud.uniview.com or other legal channels.
- (4) User shall not use the Service for any illegal purpose.
- (5) User shall not use this Service system to conduct activities that may affect the normal operation of the Internet.
- (6) User shall not use this Service system to conduct activities that may adversely affect Uniview.
- (7) User shall notify Uniview upon finding any illegal use of his/her account or any security leak of his/her account.
- (8) User shall not use the Service by cheating or any inappropriate or unfair practice.

3.4 This Service involves the use of the Internet and may encounter security issues that may threaten user information and data security and affect the normal Service operation. User shall enhance security for his/her account information to avoid losses. Uniview shall make proper commercial efforts to protect the privacy and integrity of User data but does not guarantee any results.

3.5 Uniview reserves the right to upgrade or alter the Service at any time without prior notification. A new release may require the upgrade of the browser plug-in, cell phone client, and terminal device software, which may subject to separate upgrade by Uniview. User shall upgrade the relevant software as instructed by Uniview. Otherwise, Uniview shall not ensure the functions of the new version and

continued use of the old version, and User shall bear the consequence or losses. Uniview reserves the right to alter or limit the use of some functions without prior notification.

3.6 Uniview offers value-added Internet and telecommunication services relevant to this Service, including free and payable value-added services. Uniview reserves the right to alter the fee rates and payment methods of value-added services at any time. Before charging User for a previously free-of-charge service, Uniview shall notify User in an appropriate way, allowing user to choose to accept or decline Service. When using payable services, User shall pay the fees in accordance with the Uniview rates. Uniview reserves the right to terminate service and claim compensations according to law when User refuses payment or defaults on payment.

3.7 Uniview has the right to advertise on this website, including but not limited to system messages and pop-up windows.

3.8 Disputes arising from using the third-party software and technologies during the use of this Service shall be addressed by the third party, and Uniview assumes no responsibility for that. Uniview does not offer support for third-party software and technologies. User shall contact third party for support.

4. Intellectual Property

4.1 All the contents of the Service, including but not limited to characters, charts, frameworks, information, audios, videos and/or software (including but not limited to the included charts, cartoons, audios, videos, UI, data, programs, codes and documentation) are owned by Uniview or the legal rights holders authorized by Uniview and are protected by copyright law, trademark law or other laws and regulations. Except the limited right to use EZCloud service and the right stipulated in this Agreement, User shall not use, copy, change, rent, lease, sale, publicize, release or publish any contents without prior written consent of Uniview and its rights holders. User shall not duplicate, translate, decompose or decompile the relevant software, shall not transform the target codes into source codes in any way.

4.2 This Agreement does not authorize User to use any Uniview trademark, service mark, logo, domain name, or any other Uniview brand feature.

4.3 Uniview has the right to stop offering Service and product upon finding violation of this Agreement by User, and Uniview has the right to resort to law and claim compensation for all losses.

5. Privacy Protection

5.1 Uniview fully respects User privacy and protects User's personal information, and for that Uniview is willing to take reasonable measures. Uniview shall not disclose to the public or share with a third party User information without User's consent. Uniview may disclose User information in the following situation:

- (1) With User's express authorization in advance.
- (2) In accordance with relevant laws and regulations or government mandatory requirements.
- (3) For purposes of academic research or public interests.
- (4) To safeguard legal interests of Uniview, such as searching, preventing, handling fraud and safety issues.
- (5) In accordance with relevant service terms and usage regulations.

5.2 To improve service quality and user experience, Uniview may offer service to User by cooperating with the third party. If the third party agrees to take equal responsibility with Uniview to protect User privacy, Uniview may disclose User information to the third party.

5.3 Uniview may collect service statistics and share the collected statistics with the public. Without disclosing User's private profile, Uniview has the right to analyze user database as a whole and use the database for commercial purpose (including but not limited to publishing, analyzing, or using information on user visits, periods of visit, user preferences).

5.4 User, who is located in European Union where applicable laws apply, has definitive rights regarding his/her personal information, for example, right to access, right to restriction, right to objection, right to be forgotten, and right to data portability. User, who wants to exercise the above mentioned rights or has any questions about the way Uniview uses his/her personal information, may contact Uniview at security@uniview.com, without being charged for exercising the above mentioned rights. If the use of Uniview products by User involves personal data to which General Data Protection Regulation (GDPR) is applicable, Uniview reminds User to pay due attention to and abide by relevant laws and regulations.

5.5 User may refer to [Privacy Policy of Uniview Technologies](#) for more information about users' personal information and data.

6. Disclaimer

6.1 User agrees to solely take risks and consequence of using the Service, and Uniview does not assume any responsibility. Considering the speciality of network service, Uniview has the right to take measures including but not limited to suspending Service, restricting access, freezing or deleting account, terminating Service, and resorting to law without prior notification of User in accordance with laws and regulations and based on the nature of User's behavior. Uniview bears no responsibility for any User and third party.

6.2 To the maximum extent permitted by applicable law, Uniview offers no warranty of any kind for this Service, implied or expressed, in laws or decrees, including but not limited to expressed or implied guarantee and conditions for applicability, stability, free of virus, free of negligence, free of technical flaws, ownership and free of infringement for en.ezcloud.uniview.com. Uniview offers no guarantee that the Service definitely meets User demands, that the Service is free from interruption or interference. Uniview offers no guarantee that the Service is highly responsive, secure, and free of fault. Uniview does not guarantee the accurate, timely, and smooth transmission of information.

6.3 User may obtain third-party contents through the Service, and Uniview may provide links to third-party websites for User's convenience, but Uniview is not responsible for checking or evaluating the correctness and accuracy of any third-party material, product, service, or website content, and Uniview does not offer any guarantee, does not assume any responsibility or obligation for this. User shall use his/her best judgment and take all possible risks for using such contents, including but not limited to the accuracy, completeness, and practicability of such contents.

6.4 To the maximum extent permitted by applicable law, Uniview takes no responsibility for any incidental, indirect, special, punitive, derivational and indirect losses arising from employing this service (including but not limited to business losses, profits losses, revenue losses, losses for using the

data, economic profits losses and losses in human injury) no matter how they are generated or they are arising from breaching of this agreement (including the breaching of the warranty) or infringement though you are informed the possible losses.

6.5 User understands and acknowledges the fact that the Service involves Internet service and can be affected by instable factors such as force majeure, computer virus, hacker attack, system instability, user location, device shutdown, illegal contents, spam message block, and other factors including network, technology, telecommunication line fault, and information security measures that lead to service interruption or service block. User agrees to take the above risks. Uniview assumes no responsibility for User's failure to receive video data, to receive erroneous data, or any other losses.

7. Service Interruption and Termination

7.1 User understands and acknowledges the fact that Uniview needs to regularly or irregularly check and shut down the website or other devices for maintenance purpose, which may interrupt or terminate the normal service. Uniview promises to take reasonable measures to avoid such interruption and termination or to reduce the interruption or downtime to the minimum.

7.2 Uniview has the right to stop or terminate the Service at any time without prior notification of User in the following cases. Uniview takes no responsibility for any inconvenience and loss brought to User or third party:

- (1) Regular inspection or construction, software or hardware upgrade.
- (2) Server is damaged and cannot function properly.
- (3) Unexpected software fault, hardware device fault, electrommunication device fault.
- (4) ISP line fault or other fault.
- (5) In emergencies to safeguard national security or the safety of other users or third-party.
- (6) In the case of force majeure or other causes due to the third party.

8. Other Terms

8.1 If any term in this Agreement becomes invalid partially or wholly, other terms remain valid.

8.2 All the headlines in this Agreement have no actual meaning and cannot be used to interpret this Agreement. The headlines are used only for your reading convenience.

8.3 Laws of the People's Republic of China are applicable to the interpretation and effect of this agreement and to dispute settlements. In case of disputes or controversies between User and Uniview, the disputes or controversies should be settled through friendly negotiation first. If the negotiation fails, User agrees to institute a legal proceeding in the court that has jurisdiction in the area Uniview is located.

Zhejiang Uniview Technologies Co., Ltd.