**Service Agreement of Zamel Sp. z o.o.**

Welcome to **Zamel Sp. z o.o.**

**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 Zamel Sp. z o.o.. 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, Zamel Sp. z o.o. has the right to unilaterally restrict, suspend or terminate the service for you, and has the right to investigate your relevant responsibilities.**

The Service Agreement (hereinafter referred to as "the Agreement") is signed by you and Zamel Sp. z o.o.. It includes (but not limited to) Zamel Sp. z o.o. Privacy Policy and other contents. In case of change, Zamel Sp. z o.o. will announce by means of the licensed software sending a message without further notification. Upon announcement, the changed agreement and rules become a part to the Agreement automatically, without further notification to you for your consent. In case of objection to such relevant changes, stop use Zamel Sp. z o.o.'s service; if you keep using it, it will deemed as that you hold no objections against the changed rules and agree to abide by them.

I. Definitions of Terms

1.1 Licensed software refers to software system developed by Zamel Sp. z o.o., downloaded and installed and applied in specified system mobile terminals.

1.2 Services refer to services provided for you by Zamel Sp. z o.o. and its suppliers. You can use such services on the mobile terminal with the licensed software.

II. Service

2.1 Zamel Sp. z o.o. offers you intelligent life equipment management services, based on which you can access the intelligent terminals on Zamel Sp. z o.o. and its suppliers' smart platform through the Zamel Sp. z o.o. 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 Zamel Sp. z o.o. 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.

3.3 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.

3.4 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 Zamel Sp. z o.o. shall be obtained.

3.5 Zamel Sp. z o.o. and its suppliers 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.

3.6 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.

3.7 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 Zamel Sp. z o.o. in time, and Zamel Sp. z o.o. 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. A Third Party

4.1 You acknowledge that certain service of Zamel Sp. z o.o. and its suppliers 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.

4.2 The product includes certain information and services of the third party. Zamel Sp. z o.o. and its suppliers neither controls nor bears responsibility for information and services of the third party.

4.3 You acknowledge that Zamel Sp. z o.o. and its suppliers 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.

V. Service Application Standard

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

1) Issue or share computer virus, worms, malicious codes, or software that deliberately damages or changes computer system or data;

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

3) 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.

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

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

5.2 You understand and agree that:

1) Zamel Sp. z o.o. 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) Zamel Sp. z o.o. 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.

3) 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 Zamel Sp. z o.o. from

losses or additional expenses generated therefrom. Otherwise, Zamel Sp. z o.o. has the right to claim compensation.

4) If Zamel Sp. z o.o. and its suppliers suffers from any loss due to your breach of relevant laws or the Agreement, you shall compensate Zamel Sp. z o.o. and its suppliers for losses and (or) expenses generated therefrom.

## VI. Information Content Standard

6.1 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):

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

1) Opposing the basic principles determined in the Constitution;

2) Endangering state safety, disclosing state secret, subverting state power and sabotaging state unity;

3) Damaging state honor and benefit;

4) Inciting national hatred and discrimination and sabotaging national unity;

5) Destroying religious policy of the state and advocating heresy and feudalistic superstition;

6) Spreading rumors, disturbing social order and destroying social stability;

7) Spreading obscenity, porn, gambling, violence , murder and terror or abetting a crime;

8) Insulting or slandering others and infringing on the legal rights and interests of others;

9) Containing contents of sham, defraudation, harm, threat, infringement to others' privacy, harassment, infringement, slander, coarseness, indecency, or morally repulsive contents;

10) Containing other contents restricted or forbidden by applicable laws, regulations, rules, provisions and other legal standards.

## VII. Private Policy and Data

7.1 It is crucial for Zamel Sp. z o.o. to protect your personal information. Zamel Sp. z o.o. prepares Zamel Sp. z o.o. Privacy Policy, 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 Zamel Sp. z o.o. Privacy Policy.

## VIII. Exception Clauses

**8.1 Unless otherwise specified in laws and regulations, Zamel Sp. z o.o. will do its best to ensure the security, validity, accuracy and reliability of the licensed software and technologies and information involved, but Zamel Sp. z o.o. is unable to guarantee the same due to restriction by available technologies nowadays. 8.2 You understand that Zamel Sp. z o.o. will not assume responsibility for direct or indirect losses caused by force majeure and default of a third party. 8.3 You shall be responsible for personnel injury or incidental or indirectly injury caused by or related to one of the following accidents: 1) A third party uses the licensed software or changes your data without permission; 2) Expenses and losses produced by using the licensed software; 3) Your misunderstanding of the licensed software; 4) Other losses related to licensed software caused by reasons not attributable to Zamel Sp. z o.o.. 8.4 Any other licensed software-derived software not developed and released by Zamel Sp. z o.o. or the development and release are not granted by Zamel Sp. z o.o. is illegal software. Downloading, installing and using such software may cause unpredictable risks. Zamel Sp. z o.o. shall be free from legal responsibilities and disputes generated**

therein and Zamel Sp. z o.o. shall have the right to suspend or terminate application license and/or other all services. 8.5 You have been informed of that the usage of Zamel Sp. z o.o. and its supplier's smart platform involves in Internet service, which may be affected by unstable factors in all links. Although Zamel Sp. z o.o. 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 Zamel Sp. z o.o. is free from any responsibility when normal running of services are influenced by the occurrence of foregoing risks.

IX. Agreement Termination and Breach of Agreement

9.1 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 Zamel Sp. z o.o.'s services. Zamel Sp. z o.o. will terminate the application license if you are in material breach of the Agreement.

9.2 Your application of the software relies on supporting services supplied by Zamel Sp. z o.o.'s related companies. Breach of terms, agreements, rules, annunciation and other relevant regulations of Zamel Sp. z o.o. and its related companies may cause failure in normal usage of licensed software, in which case, Zamel Sp. z o.o. shall be entitled to terminate the application license, or take measures to restrain your application license or other rights and interests controlled by Zamel Sp. z o.o. as agreed in the Agreement, including suspension or termination of your application license.

9.3 In case of your breach of the Agreement or other agreements signed with Zamel Sp. z o.o., Zamel Sp. z o.o. and its suppliers shall have the right to notify the related companies, requiring them to take restrictive measures 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 of agreement on websites run or actually controlled by them.

9.4 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 Zamel Sp. z o.o. and its supplier's treatment is required, Zamel Sp. z o.o. may terminate your application license at the third party's request.

9.5 When the application license terminates, you shall stop using the licensed software and destroy all copies.

9.6 You must bear all compensation responsibilities if Zamel Sp. z o.o. and other users suffer from losses caused by your breach of terms in the Agreement.

X. Governing Laws and Severability

10.1 Effectiveness, explanation, change, execution and dispute settlement of the Agreement are subject to laws of Poland. If no relevant laws and regulations are available, reference to general international business practices and (or) industrial practices shall be made.

10.2 Dispute arising from or in connection with the Agreement may be settled by you and Zamel Sp. z o.o. through friendly negotiation or submitted to the court with competent jurisdiction of Poland where the Agreement is signed for adjudication.

10.3 When any term of the Agreement is judged to be invalid by such court, it will not influence the effectiveness of other terms or any part thereof, and you and Zamel Sp. z o.o. shall perform the valid terms in good faith.