

User Agreement for Lumi Service Platform

1. Special notices

1.1 The *User Agreement for Lumi Service Platform* (hereinafter referred to as "the Agreement") is the agreement signed by you (referred to as "User", individual or enterprise that registers, logs into, uses or browses the service) and Lumi United Technology Co., Ltd (hereinafter referred to as "Lumi") for Lumi service platform website (<https://saas.aqara.cn/> and <https://saas.aqara.com/>, hereinafter referred to as "the Website", "the Platform" or "the SaaS").

1.2 Before you use the related services (hereinafter referred to as "the Service" or "the Service of the Platform"), please be sure that you have carefully read and fully understood each term in the Agreement, especially the exception terms which the responsibilities of Lumi are exempted or limited and the right restriction terms related to the users. Please read prudently and choose to accept or not accept the Agreement (minors shall read with being accompanied by the legal guardian). If the user clicks Agree the Agreement, it is deemed that the user has confirmed that he has owned the corresponding right ability and the behavior ability of enjoying the service of the Website and can bear legal liabilities independently. Your registration, login and use will be deemed as that you have accepted the Agreement and that you have agreed to accept the restrictions of all terms of the Agreement.

1.3 If you have accepted the Agreement, it means that you voluntarily accept the restriction of all the terms. Due to national law changes and operation demands of the Website, the Agreement can be updated by Lumi at any time and the terms updated will replace the original terms of agreement once being announced without notice. Users can view the terms of the latest agreement on the Website. **After related terms of the Agreement are modified by Lumi, if users cannot accept the terms modified, please stop using the service provided by Lumi immediately. If a user keeps using the service provided by Lumi, it will be deemed that such user has accepted the agreement modified.**

2. Rights and obligations of both parties

2.1 Account registration

2.1.1 You don't need to browse the Website with an account, but you need to register an account on the Website to enjoy the open services provided by the Website. If you want to use the open services provided by the Website, you shall register an account and provide related individual or enterprise information on the registration page. Once an account has been registered successfully, it cannot be transferred, bestowed, inherited or hired/borrowed, etc.

2.1.2 You shall take all the responsibilities for the truth, legality and effectiveness of the registration information; You shall not pretend to be others or publish any information on behalf of others; Users may not confuse other users by the registered account; Otherwise, we have the right to stop the service provision immediately and ban or cancel and withdraw the account. You shall solely bear all legal responsibilities arising therefrom.

2.1.3 The account registered by you is the evidence that you have logged in and use the platform. You shall take proper confidential measures for the account and the password. All the losses and consequences caused by loss or disclosure of the above-mentioned account or password due to your improper confidential measures or your other behaviors shall be borne by yourself.

2.1.4 If you find that your account or password is used by others who pretend to be you or is stolen, or any other situations without your legal authorization, you should inform Lumi in effective manners immediately (including but not limited to providing your ID information and related ID data and actual situations, etc.). After receiving your effective request and verifying your ID, Lumi will take corresponding measures according to different situations. If the information provided by you is not complete and, as a result, Lumi fails to verify your ID and handle the problem timely, you should bear the losses accordingly by yourself. Meanwhile, Lumi needs reasonable time limit to take measures upon your request. Before you inform Lumi and Lumi takes measures according to your effective notice, losses caused by others shall not be borne by Lumi.

2.1.5 To meet the requirements of relevant laws and regulations and ensure the security of the user's account, Lumi may verify the user's identity by requesting the user to input a verification code, scanning QR code, verifying mobile number or email, etc. If a user fails to complete the verification or rejects the verification, Lumi may reasonably doubt the account is risky and pause the provision of a part of or all services to the user and have the right to take further measures.

2.2 Code of conduct

2.2.1 The application created by you, related services provided and related information and contents published by you shall not violate related laws, legal regulations and policies, the Agreement, related agreements or rules and shall not infringe legal rights of any other persons.

2.2.2 You shall be independently responsible for the contents (including but not limited to the words, messages left, messages, etc.) generated due to use of the application service through your account and guarantee that these contents shall not violate any related laws, legal regulations or policies. Otherwise, you shall delete these contents or cut off the connection timely or take other effective measures.

2.2.3 In terms of application design, you shall attach importance to the user experience, respect the right to know and the selection right of users. In terms of application service, you shall adhere to the integrity principle, shall not mislead, cheat or confuse users, shall respect the privacy of users and shall not harass users or make junk information.

2.2.4 You shall not use the Service to participate in any activities that violate the laws and regulations, including but not limited to the following ones:

- (1) The behavior of opposing to the cardinal principles specified in the Constitution;
- (2) The behavior of jeopardizing national security, divulging state secrets, subverting state power, and undermining national unity;

- (3) Behavior of damaging national reputation and interest;
- (4) Behavior of inciting ethnic hatred and discrimination, and undermining the national unity;
- (5) Behavior of undermining the national religious policy, and propagating heresy and feudal superstition;
- (6) Behavior of spreading rumors, disturbing social order, and destroying social stability;
- (7) Behavior of spreading obscenity, pornography, gambling, violence, murder, terrorism, or abetting a crime;
- (8) Behavior of insulting or slandering others and infringing upon the lawful rights and interests of others;
- (9) Behavior of infringing others' intellectual property rights, commercial secrets or other legal rights;
- (10) Behavior of maliciously making up facts and concealing the truth to mislead and deceive others;
- (11) Release, transfer and communicate advertising information and junk information;
- (12) Other contents of violating laws and administrative regulations and producing adverse impact on the network ecology or interfering with the normal operation of Lumi.

The website reserves the right of deleting various information in the website failing to conform to laws and policies or which are untrue in the case of no notice sent. If users fail to abide by the above-mentioned provisions, the Website is entitled to make a judgment independently and take related measures such as suspending or closing down the account. The user shall take legal responsibility for his/her speech and behavior on the internet.

3. Intellectual property right

3.1 Lumi is the legal right owner of the platform and the service provided on the platform and completeness and integrity of intellectual property rights of other related contents. You shall fully understand and agree that you are only entitled to legally use the services provided by the platform according to the Agreement. All the copyright, trademark right, patent right, commercial secrets and other intellectual property rights shall be protected by the laws and regulations of the People's Republic of China and related international treaties. Lumi enjoys the above-mentioned intellectual property rights.

3.2 Without written consent of Lumi or related right owners, you shall not by yourself or promise any third parties to carry out, use or transfer the above-mentioned intellectual property rights for any commercial or non-commercial purposes.

3.3 Information published on the Lumi service platform Website or the interactive platform shall not infringe the intellectual property rights of any third party. Without written consent of related right owners, users shall not upload, publish, modify, transmit or copy any materials or trademark under copyright protection or exclusive information of others. After receiving proper notice sent by any copyright owners or his legal representatives, Lumi will remove such contents which infringe the copyright of others upon investigation.

3.4 The Lumi marks and product and service names related to the platform shall be owned by Lumi. Without the prior written consent of Lumi, you shall not display or use or handle the identification of Lumi in any manner. Any organization or individual shall not use, copy, modify, transmit, transcribe or sell with other products any part of the trademark in any manner or for any reason.

3.5 You are only entitled to use related SDK or API according to the Agreement. Corresponding copyright, patent right and related rights about SDK or API on the platform shall belong to Lumi. Without the written consent of Lumi, you shall not use illegally or in breach of the Agreement, sell, transfer or authorize the code, SDK or API of Lumi to any organization or individual.

3.6 You shall ensure the truth, accuracy, integrity and safety of related operation during the process of invoking SDK or API without any fraud content; Contents published on the application program shall not infringe the legal rights of any third party, including but not limited to the copyright, trademark right and the patent right; Shall not violate any laws, regulations, rules or provisions. Any legal liabilities caused by any third party's use of your application shall be borne by yourself solely and have nothing to do with Lumi.

3.7 Lumi will not be responsible for the situation where you accept the compensation of any direct, indirect, attached or corresponding third-party compensation claim and lawsuit fee due to any use or misuse of SDK or API. You shall bear all the risks caused by installation and use of API or SDK.

4. Data

4.1 The platform operation data refer to all the or any data due to your use of the Platform or your product developed based on the Service of the Platform, including but not limited to the data submitted by you to the Platform, data generated due to your use or operation and various interactive data. Within the scope permitted by laws and regulations, the users agree that the Lumi accounts and all rights related to service data and records (including but not limited to all registration, login, consumption records and relevant statistical data of use) generated during the registration and use of Lumi accounts shall be owned by Lumi and constitute the commercial secrets of Lumi, unless your relevant legal rights stipulated by related laws and regulations. When any dispute occurs, users agree to use the system data of Lumi as the basis and Lumi shall ensure the authenticity of such data. 4.2 User data: The data related to the user and generated during the application development process on the platform, including but not limited to data obtained by the sensing device and the data generated due to the user's operation. The title and

other rights of "User Data" shall be owned by Lumi and constitute the commercial secrets of Lumi, excluding relevant rights legally owned by users. As for collection, storage and use of the user data, your application or services shall meet the following requirements:

(1) If collection of user data is needed in your application or services, you shall receive prior consent of the user and shall only collect the user data for the purpose of application program operation and function realization. Besides, you shall inform the user of the aim, scope and use mode of data collection to guarantee the users' right to know;

(2) You shall collect the user data with reasonable and safe technical measures to ensure its security and you shall take all the responsibilities for the consequences caused by your behavior (including but not limited to that you install software without permission, take encryption measures or other safety measures, etc.);

(3) The user data collected by you shall be applied to this specific application program, shall not be used for other purposes or other application programs other than the specific application program or provided for others in any manner.

(4) You shall provide users with modes of modifying and deleting user data to ensure that the data deletion can be finished by themselves when necessary and that related data can be deleted completely;

(5) Without the consent of Lumi, you shall not collect, store, select, obtain or require users to provide data (including but not limited to the information and user data of the Platform) for which Lumi thinks that they are sensitive information by virtue of the Service and shall not provide the above-mentioned data legally obtained for users or clients to create, supplement or maintain individual relationship chain;

(6) Without the consent of Lumi, you shall not use the data obtained from the Service to carry out or carry out in disguised forms any promotion, marketing or advertising behaviors.

(7) If Lumi considers that the data collection or use modes of developers may damage the user's experience, Lumi shall have the right to require you to delete related data and shall not collect or use the user data in such manner;

(8) Lumi shall have the right restrict or prevent you from obtaining the user data and data of the Platform;

(9) Once you stop using the Platform or Lumi stops you from using the Service for any reason, you shall immediately delete all the data obtained from the platform (including backups) and shall not use the data in any manner again.

5. Privacy notice

5.1 Protecting the security of user's information is a basic principle of Lumi. Without your consent, Lumi will not disclose your information to any company, organization or individual, excluding the following situations:

- (1) It can be provided according to the Agreement or other related agreements or rules;
- (2) It can be provided according to laws and regulations;
- (3) It can be provided according to the requirements of the administrative, judicial and other governmental authorities;
- (4) It can be provided if you agree that Lumi can provide the data to a third party;
- (5) It is needed to be provided for solving a whistleblowing event or filing a lawsuit;
- (6) It shall be provided to take reasonable actions to prevent severe illegal behaviors or suspected crimes.

5.2 On condition that the privacy of a single user is not disclosed, Lumi shall have the right to analyze the whole user database and utilize it for commercial purpose.

5.3 The Service also abides by the privacy statement. You can visit the following website to view the details: [Privacy policy](#).

6. Disclaimer

6.1 To provide you with a perfect platform support, Lumi is entitled to maintain and update the Lumi service platform regularly or irregularly, in which occasion you may not be able to access to or log in the Website temporarily. We will announce the maintenance / update time on the Website in advance. Please arrange your business timely. Lumi will not take any responsibility for the losses caused by your improper handling.

6.2 If Lumi finds or receives reports or complaints that you have violated the Agreement, Lumi is entitled to take measures, including but not limited to suspend or terminate the Service and claim your legal liabilities according to the nature of your behavior.

6.3 You fully understand and agree that Lumi shall have the right to punish the behaviors of violating relevant laws and regulations or the provisions of this agreement according to the reasonable judgment, take appropriate legal action to any users' violation behaviors, and keep relevant information and report to the relevant departments according to the laws and regulations, etc. The user shall bear all legal responsibilities solely caused by this.

6.4 You admit that your violation of laws, regulations or the Agreement will result in irretrievable damages to Lumi and the degree will be difficult to determine. You have fully understood and agreed that if any or all compensation claim, request, losses, responsibilities or expenses are caused due to damages to Lumi, other users or any third party for your violation to

laws, regulations or the Agreement, you shall solely undertake all the corresponding consequences and losses, including but not limited to the fines, damages, litigation fee, attorney fee, etc. and Lumi will not take any responsibility.

6.5 The Lumi service platform and the services on the platform are provided in accordance with the achievable status of the current technology and conditions. Lumi will try our best to provide you with the platform support to ensure the consistency and safety of the operation of the platform; But Lumi will not ensure that the platform provided by Lumi has no flaw and will not predict or keep away from any legal risks, technical risks or other risks at any time, including but not limited to service interruption, data loss and other losses and risks caused by force majeure, viruses, trojans, hacker attacks, system instability, flaws of third-party service and the government behaviors. So, you agree that, if the Lumi service platform has flaws and such flaws cannot be avoided by the current industrial technical level, it will not be deemed as Lumi's violation of the Agreement and Lumi will not be responsible for losses such as data or information loss accordingly.

6.6 You have understood and agreed that Lumi would be not responsible for platform or service operation interruption or blocking caused by the following situations:

- (1) If a force majeure occasion occurs, including but not limited to natural disasters such as flood, earthquake and storm and social events such as war, unrest and government behavior, etc.;
- (2) Damages of Hacker attacks, computer viruses, trojans and other malicious programs;
- (3) Improper operation of user;
- (4) Network provider lines or other reasons from a third party;
- (5) Temporary shutdown due to government regulation;
- (6) Other situations not caused by mistakes of Lumi.

6.7 The Lumi service platform only supports Lumi Aqara products, but does not support MI Home products. With the written consent of Lumi, you may use the identification of Lumi for advertising. If the MI identification is needed to carry out advertising, please abide by the articles of MI. You shall solely be responsible for all the losses and consequences caused by your arbitrary use of the MI identification for advertising without the consent of MI and Lumi will not take any responsibility.

7. Alteration and termination

7.1 Alteration

7.1.1 The Agreement is allowed to be altered. If there is any substantial alteration of the Agreement, we will inform you by publishing the announcement on the Website. After the alteration announcement is published, if you continue to use the service provided by the Website,

it will be deemed that you have known the alteration and agreed to accept the restriction of the articles.

7.2 Termination

7.2.1 The Agreement takes into effect from the date when you accept it and will be valid during the process when you use the services provided by the Website until it is terminated according to the Agreement.

7.2.2 If the Agreement is terminated for any reason, Lumi may reserve or delete all the data in your account or any information such as data stored on the Lumi server by virtue of access to the platform, including any data that you have not finished before termination of the Agreement.

7.2.3 If the Agreement is terminated for any reasons, you shall solely handle backup of the information such as data and related matters between you and your users properly. You shall be responsible for any losses of Lumi accordingly.

7.2.4 After termination of the Agreement, Lumi still can claim your responsibility of violating laws, regulations or the Agreement according to related laws, regulations and the Agreement. Articles about privacy, intellectual property rights, liability exemption, law applicability and dispute resolution shall be valid all the time.

8. Dispute settlement

8.1 Lumi United Technology Co., Ltd shall have the right to interpret all articles under the Agreement.

8.2 Conclusion, validity, interpretation, performance, modification and termination of the Agreement and access to and use of the Service will be governed under the laws of mainland of the People's Republic of China. Any disputes shall be solved according to the laws of mainland of the People's Republic of China.

8.3 The Agreement is concluded in Shenzhen of China. Any disputes or controversies caused by the Agreement shall be solved by all parties through friendly negotiation. If negotiation fails, all **parties hereby totally agree to submit the disputes or controversies to the People's Court of Nanshan District of Shenzhen for solving by litigation.** If any dispute occurs due to access to and use of the service or any dispute is under a lawsuit, except the matters with disputes, all parties shall continue to perform other individual rights and fulfill other individual obligations.

9. Other

9.1 Your suggestions (or called "feedback") about Lumi will be deemed as that you transfer all the rights of feedback to Lumi and agree that Lumi is entitled to use such feedback and related information in any reasonable manner. We will treat such feedback information as neither confidential nor exclusive and you have agreed that you would not provide any information that you consider confidential and exclusive to Lumi.

9.2 You shall provide us with the valid e-mail address or the mobile number that you frequently use recently. Lumi will not be responsible for the risks that happen to you as a result of our failure to send the announcement to you because the e-mail address or the mobile number provided by you cannot be used or for any other reason. Announcements published on the Website and the email or short message that contains such announcements sent to you will definitely be the valid announcement.

9.3 Without the prior written consent of Lumi, you shall not transfer the rights or obligations stipulated in the Agreement. Any transfer violating the Agreement will be deemed as being invalid.

9.4 All titles in the Agreement are for convenient reading without any legal or contractual obligations.

9.5 Contact information

Address: Room 801-804, Building 1, Chongwen Park, Nanshan iPark, No. 3370, Liuxian Avenue, Fuguang Community, Taoyuan Residential District, Nanshan District, Shenzhen, China

Postal code: 518000

Tel: 0755-86591090

Fax: (86 755) 86635125

9.6 The user shall emphatically read clauses obviously marked based on boldface, overstriking, underline, italic, etc. in the Agreement.

9.7 It will be deemed as that you have totally accepted the Agreement if you check the "Agree and abide by the User Agreement" on the registration and login page. Please confirm again that you have known and totally understood all the contents of the Agreement before checking.