

Roborock User Agreement

[Important Notice]

Beijing Roborock Technology Co. Ltd. (hereinafter referred to as "Roborock") hereby reminds the user to carefully read and fully understand the Software License and Service Agreement (this "Agreement"). The user shall carefully read and fully understand the terms of this Agreement, in particular those relating to the exemption or limitation of Roborock's liability, dispute resolution and applicable laws. Your attention is drawn to the terms relating to the exemption or limitation of liability, which have been marked in bold. Please read carefully and choose to accept or not accept this Agreement (a minor should be accompanied by his/her legal guardian while reading this Agreement). By downloading, installing and using the software, as well as obtaining and logging in your account, you agree to accept this Agreement and to be fully bound by its terms.

RoboRock reserves the right to amend this Agreement. Updated terms of this Agreement will be published on the official website or software, and become effective from the date of publication. The user can re-download and install the software or view the latest version of the terms of this Agreement on the website. After Roborock has amended the terms of this Agreement, if you do not accept the amended terms, please immediately discontinue using of the "Roborock" software and services provided by Roborock ; the user's continued use of the "Roborock" software and services provided by Roborock will be deemed acceptance of the amended terms of this Agreement.

1. General Provisions

1.1. This Agreement is the agreement concluded by and between you (hereinafter referred to as the "User") and Roborock and its operation partner (hereinafter referred to as the "Partner") concerning the User's downloading, installation and use of the "Roborock" software (hereinafter referred to as the "Software") of Roborock and use of relevant services of Roborock.

1.2. The Software and services are provided by Roborock for installation on (including but not limited to) mobile smart terminal devices, to provide Roborock services for the User who uses the said smart terminal.

1.3. The ownership and right-to-operate of the Software and services shall be vested in Roborock.

2. Scope of Software Licensing

2.1. Roborock grants the User a personal, non-transferable and non-exclusive license to use the Software without the right to sublicense.

2.2. The User can install, use, display and run the Software on a single mobile terminal device for non-commercial purposes. However, the User shall not install, use or run the Software for commercial operation purposes. The User shall not copy, alter or modify any data of the Software, or any data released to the memory of any terminal device during the running of the Software and the interactive data generated between the client and the server during the running of the Software, or run the Software with plug-ins, or create any derivative work in any form, including but not limited to plug-ins, access to the Software and related systems through unauthorized third-party tools/services. If you need to sell, copy or distribute the Software commercially, e.g. software pre-installation and bundling, you must obtain the written authorization and license from Roborock.

2.3. Without the permission of Roborock, the User shall not install the Software on other terminal devices that are not expressly permitted by Roborock, including but not limited to set-top boxes, game consoles, televisions, DVD players and so on.

2.4. The User may make a copy of the Software for the purpose of using the Software and services, but it shall be used only as a backup. The backup copy must contain all the copyright information contained in the original software.

2.5. Except as expressly authorized by this Agreement, Roborock does not grant other rights to the User. If the User intends to use any other right, the written consent from Roborock shall be obtained in advance.

3. Software Acquisition, Installation and Upgrading

3.1. The User shall download and install the Software from the website or in the manner designated by Roborock. Be aware not to download the Software on unspecified websites, so as to prevent mobile devices from infecting malicious programs that can destroy user data and acquire user privacy information. If you acquire the Software or the installation program with the same name as the Software from a third party that has not been authorized by Roborock, Roborock cannot guarantee it will be used normally and Roborock accepts no liability for any loss thereby caused to you.

3.2. The User must select the Software version that matches the terminal device installed. Otherwise, any software problems, device problems or damages resulting from mismatch between the Software version and the device model shall be solely assumed by the User.

3.3. In order to improve User experience and optimize service content, Roborock reserves the right to provide replaced, modified and upgraded version of the Software, and also reserves the right to charge for such replacement, modification or upgrading, but will obtain your consent in advance for such charges. The Software will enable "upgrade prompt" feature by default for the User. Depending on the Software version used by the User, Roborock provides the User with the discretion to or not to enable the said feature. After the new version of the Software is released, Roborock does not guarantee that older versions of the Software will continue to be usable.

4. Usage Specifications

4.1. The User may use the Software and services in accordance with this Agreement and laws. The User shall not commit the following acts:

4.1.1. Delete any copyright information on the Software and other copies, or modify, delete or circumvent the technical measures set by the Software for the protection of intellectual property rights;

4.1.2. Perform reverse engineering of the Software, such as disassembly, decompilation or other attempts to obtain the source code of the Software;

4.1.3. Add, remove or change the features or running effects of the Software by modifying or forging the instructions and data during the running of the Software, or otherwise operate or disseminate to the public the software or methods used for the purposes described above, whether or not for commercial purposes;

4.1.4. Use the Software to commit any acts detrimental to network security, including but not limited to: using unauthorized data or access to unauthorized servers/accounts; unauthorized access to public networks or the operating system of others and delete, modify or add any information stored; unauthorized attempts to detect, scan or test the Software system or network weaknesses or do other things that destruct network security; attempt to interfere with or destruct the normal operation of the Software system or website, deliberately spread malicious programs or viruses, or

carry out other acts that destruct or interfere with normal network information services; forge the name or partial names of TCP/IP data packet;

4.1.5. The User logs in or uses the Software and services through third party compatible software or systems not developed, authorized or approved by Roborock, or makes, publishes or disseminates the above tools;

4.1.6. Without the written consent of Roborock, the User does anything on the Software or the information contained therein, including but not limited to using, leasing, lending, copying, modifying, setting up a link, reproducing, compiling, releasing, publishing, establishing a mirror image website, or unauthorized use of the Software to develop related derivative products, works, services, plug-ins, compatibility or interconnection;

4.1.7. Use the Software to publish, transmit, disseminate or store any content that violates local laws and regulations;

4.1.8. Use the Software to publish, transmit, disseminate or store any content that infringes the others legitimate rights such as intellectual property rights and trade secrets of others;

4.1.9. Use the Software to publish, transmit or disseminate advertising information or spam in bulk;

4.1.10. Use the Software and other services provided by Roborock, in any unlawful manner, for any unlawful purpose or in any manner inconsistent with the licensed usage under this Agreement;

4.2. Information Publication Specifications

4.2.1. You may use the Software to publish information such as views, data, text, information, user names, pictures, photos, personal information, audio or video files, links and so on that are created by you or that you have the right to publish. You must guarantee that you have the intellectual property rights or you have obtained the legal authorization of the information uploaded by you, and that your use of the Software and services does not infringe any legitimate rights or interest of any third party.

4.2.2. While using the Software, you are required to comply with local laws and regulations.

4.2.3. You shall not use the Software to commit the following acts, including but not limited to

4.2.3.1. Publish, transmit, disseminate or store any content that infringes the legitimate rights such as reputation right, portrait right, intellectual property rights and trade secrets of others;

4.2.3.2. Make up the fact or conceal the truth to mislead or deceive others;

4.2.3.3. Publish, transmit or disseminate advertising information or spam;

4.2.3.4. Engage in other acts that violate local laws and regulations and so on.

4.2.4. Without the permission of Roborock you shall not carry out any commercial conduct in the Software, such as advertising, selling merchandise.

4.3 You understand and agree that:

4.3.1. Roborock will determine whether the User is suspected of violating the above-mentioned usage specifications and, based on the result of such determination, suspend or terminate the use

license granted to you or take other restrictive measures that may be taken in accordance with this Agreement;

4.3.2. Roborock will directly delete any information suspected of being unlawful or infringing the legitimate rights of others or violating this Agreement, which is published by the User during use of the licensed Software;

4.3.3. If you violate the above-mentioned usage specifications and thus cause damages to third parties, you need to assume the liability in your own name independently and to hold Roborock harmless from and against any loss or expense arising therefrom;

4.3.4. The User shall indemnify and hold harmless Roborock from and against any and all losses, third-party claims, administrative penalties, damages and/or expenses, including reasonable attorney fees, investigation and evidence collection costs, incurred or suffered by Roborock resulting from the User's violation of relevant laws or breach of this Agreement.

5. Privacy Policy and Personal Data Protection

It is important for Roborock to protect your personal data. We have drafted the Privacy Policy to make important disclosure that how we collect, use, share, store and protect your information which is related to your vital interests. We will collect, use and protect your data strictly in accordance with our Privacy Policy. We recommend you to read the Privacy Policy completely in the software, in order to help you to protect your personal data better.

6. Service Risk and Disclaimer

6.1. The User must procure the device required for Internet access and the usage of telecom value-added services by the mobile terminal device, and bear the communication fees, information fees and related costs incurred by Internet access of personal mobile terminal device or charged by third parties (including but not limited to telecommunications and mobile communication providers). If any telecom value-added services are needed, you are advised to confirm the costs with your telecom value-added service provider.

6.2. Neither Roborock nor its Partner is liable for any loss suffered by the User due to reasons attributable to third parties such as communication line failure, technical problem, network or mobile terminal device failure, system instability and other various force majeure factors.

6.3. The Software, like most other Internet software, may be affected by factors including but not limited to user reasons, network service quality, social environment differences, etc., and may also be subject to the harassment relating to various security problems, such as the usage of data of the User by others, resulting in harassment in real life; other software downloaded and installed by the User or other websites visited by the User contain "Trojan horse" and other viruses, threatening the security of the User's terminal device information and data, and then affecting the normal use of the Software. The User shall enhance the awareness of information security and user data protection, and pay attention to strengthening password protection, so as to avoid loss and harassment.

6.4. When the User uses the Software or requests Roborock to provide specific services, the Software may call a third party system or software to support the User's use or access. The results of the use or access will be provided by the third party. Roborock does not guarantee the safety, accuracy and effectiveness of the results achieved through the support of the said system or software, nor does Roborock assume any other uncertain risks; if any dispute or damage is caused thereof, Roborock will not assume any liability.

6.5 Roborock specifically draws the User's attention to that, in order to protect the company's business development and adjustment autonomy, Roborock has the right to modify or suspend the services at any time without notice to the User and without any liability to the User or any third party.

6.6. Except as expressly provided in laws and regulations, we will do our utmost to ensure that the Software and the technology and information involved are safe, effective, accurate and reliable; however, subject to the existing technology, the User understands that Roborock cannot guarantee it.

6.7. The User shall be solely liable for any personal injuries or incidental or consequential damages, including but not limited to loss of profit, loss of data, business interruption or other commercial damages arising out of or in connection with: (1) the use or failure to use the licensed Software; (2) unauthorized use of the Software or modification of the User's data by a third party; (3) costs and losses incurred by the User during use of the Software; (4) misunderstanding by the User of the Software; (5) other losses in connection with the Software for reasons not attributable to Roborock.

6.8. In the event of any personal or economic damages or losses that have been or may be caused due to the conduct performed by the User and other software users through any software, or due to the User's being misled or deceived, the faulting party shall assume all liabilities arising thereof.

7. Statement on Intellectual Property Rights

7.1. Roborock is the intellectual property right holder of the Software. All intellectual property rights such as copyright, trademark, patent, trade secret, etc. relating to the Software, and all information related to the Software (including but not limited to text, pictures, audio, video, graphics, interface design, layout, data or electronic documents, etc.) are protected by local laws and regulations and corresponding international treaties. Roborock enjoys the above intellectual property rights.

7.2 Without the prior written consent of Roborock, the User shall not independently use or transfer any of the above intellectual property rights for any commercial or non-commercial purposes, or permit any third party to do so. Roborock reserves the right to pursue legal liability for such acts.

8. Amendment

8.1. Roborock reserves the right to amend the terms of this Agreement from time to time at its sole discretion, and any such amended terms will be timely published on relevant web pages. If you do not agree to any amendment, you shall take the initiative to cancel the services. If you continue to use the services, it shall be deemed your acceptance of the amended Agreement.

8.2. Roborock or the Partner reserves the right from time to time and at its sole discretion to modify or change the paid services provided, the charging criteria, charging mode, service charges or service terms. In providing the services, Roborock may start to charge some users for certain fees now or in the future. If the User refuses to pay such fees, the User will not be able to continue using relevant services after the charging starts. Roborock and the Partner will do their utmost to notify the User of any amendments or changes by email or otherwise.

9. Applicable Law and Dispute Resolution

9.1. The validity and interpretation of this Agreement shall be governed by the laws of the Mainland of the People's Republic of China. In the absence of relevant legal provisions, reference may be made to international business practices and/or business practices.

9.2. This Agreement is signed in Haidian District, Beijing.

9.3. Both the User and Roborock agree that any dispute arising from the services shall first be settled through consultations by the Parties. If no settlement can be reached through such consultations, either Party may submit the dispute to the court of competent jurisdiction over the place where this Agreement is signed.

10. Miscellaneous

10.1. For any specific service of the Software, there may be a separate agreement and related business rules, etc. (hereinafter collectively referred to as the "separate agreement"), so please read and agree to relevant separate agreement before using such specific service.

10.2. This Agreement shall enter into force on the June. 13th, 2019.

10.3. The headings to all the terms of this Agreement are for ease of reference only and shall be ignored in interpreting this Agreement.

10.4. If any provision of this Agreement is or becomes invalid or unenforceable for whatever reasons, the remaining provisions hereof shall remain in full force and effect and binding upon both Parties hereto.

Roborock