

Tapo Privacy & Terms of Use

Privacy Policy

Last Updated: Jul, 25 2023

TP-Link Corporation Limited (“TP-Link,” “we” “us,” or “our”), takes your privacy seriously. We want you to understand what information we collect, and how we use and share it. That’s why we encourage reading our Privacy Policy. This helps your use TP-Link Products and Services in a way that’s right for you. Some Products and Services of TP-Link can be used together or in ways that integrate with products and services from third parties. Using third-party products and services may allow the third party to collect or share data about you. We do not control these third-party products and services, and we encourage you to read the privacy notice of every third-party product and service you use.

Please read this Privacy Policy carefully as it explains how we collect information, how we use the information we collect, and with whom we disclose such information. By using or accessing our Products and Services in any matter, you accept and consent to the practices and policies outlined in this Privacy Policy. This Privacy Policy incorporates herein the Terms of Use; both statements should be read in conjunction with each other. This Privacy Policy may change from time to time. Your continued engagement with our Products and Services after such revisions indicates that you accept and consent to them, so please check the Privacy Policy periodically for updates.

Supplemental data protection information for specific countries and/or regions where TP-Link is active is also available. For further information regarding data protection in a specific country and/or region, please refer to the privacy policy tailored for that specific country and/or region via <https://www.tp-link.com/en/choose-your-location/>. You may consult the respective privacy policy for your residing country/region for your data protection.

What Products and Services does this policy cover

- (1) TP-Link branded hardware, firmware, and software products (“Products”);
- (2) website(s) that may be accessed at <https://www.tp-link.com> and <https://www.tapo.com> (“Sites”);
- (3) services, including on and through the Products, and technical support and services accessible through the Site(s) (“Web Apps”);
- (4) software that may be downloaded to your smartphone or tablet to access services (“Mobile Apps”);

(5) subscription services, including services that can be accessed using Web Apps and Mobile Apps (“Subscription Services”). The term “Services” means the Sites, Web Apps, Mobile Apps, and Subscription Services, which may be used in conjunction with Products and in other ways provided by TP-Link.

1. YOUR INFORMATION WE COLLECT

We collect and use different types of data from and about you, including:

1.1 Personal Information You Provide to Us:

You provide information to us when you :

- search for products or services on our website ;
- place order in our stores;
- download, stream, view, or use content on a device (camera usually), or through a service or application on a device;
- provide information in Your Account (and you might have more than one if you have used more than one e-mail address or mobile number when you register and use our Products and Services) or Your Profile;
- configure your settings on, provide data access permissions for, or interact with a TP-Link device or service;
- communicate with us by phone, e-mail, livechat, or otherwise;
- complete a questionnaire, a contest entry form, or beta testing application;
- upload or stream images, videos, or other files to the cloud Services;
- post new topics on the TP-Link Community forum.

As a result of those actions, you might supply us with information such as:

- identifying information such as your name, address, and phone numbers;
- payment information;
- your location information;
- people, addresses, and phone numbers listed in your Addresses;
- email address;
- content of livechats, posts, and emails to us;
- personal description and photograph in Your Profile;
- images and videos collected by cameras or stored in connection with subscribed cloud services;
- device log files and configurations, including Wi-Fi credentials, if you choose to automatically synchronize them with your other devices or third-party accounts.

1.2 Automatic Information

We automatically collect information about you when you access or use our Products and Services. For example, when you connect hardware devices or third-party services to your account, those hardware devices may report usage information to the Services, and the Services may read, process, and store this information for the purposes described in this Privacy Policy. Such information is usually associated with the usage of the particular hardware device or third-party service, such as when a motion sensor senses motion. The Services will receive information about the device activation, as well as the information that you have chosen to associate with the Product or Service such as device name, group name, and location name. The type of the Product or Service from which information is received will change the types and quantities of information that is received.

We also collect the information about how you interact with our Site and Services, which may include the pages accessed and links clicked on our site, your Internet Protocol (IP) address, MAC address, access times, location, mobile device information, operating system, browser type, certain demographic information, application information, and other information associated with how you interact with the Site and Services. We will collect a device's browser history and access time when the device is under the control of the Parental Controls feature, such as the Parental Controls feature on Deco Products, in order to better monitor the device which is under control. We will record and analyze a device's attempted URL connections and block access to malicious websites (such as phishing / fraud / fake websites) only when the device has the Real-Time Protection feature enabled. Data will no longer be collected after you turn off this feature.

1.3 Information from Other Sources

We may receive data from other sources including, but not limited to, third-party service providers which you have integrated into our Products and Services and/or voluntarily have provided with data and/or from our authorized partners, or others that we use to fulfill our obligations to you as a customer. You should carefully and diligently review the terms and conditions and privacy policies of those third-party products and services, and we will consider your decision to use those third-party products and services with our Products and Services to be a representation to us that you have consented to the third parties' terms and practices.

2. HOW WE USE YOUR INFORMATION

We use your personal information to operate, provide, develop, and improve the products and services that we offer our products. These purposes include:

Purchase and delivery of products and services. We use your personal information to take and handle orders, deliver products and services, process payments, and communicate with you about orders, products and services, and promotional offers.

Provide, troubleshoot, and improve our Products and Services. We use your personal

information to provide functionality, analyze performance, fix errors, and improve the usability and effectiveness of our Products and Services.

Recommendations and personalization. We use your personal information to recommend features, products, and services that might be of interest to you, identify your preferences, and personalize your experience with our Products and Services.

Provide voice, image, and camera services. When you use our voice, image, and camera services, we use your voice input, images, videos, and other personal information to respond to your requests, provide the requested service to you, and improve our services.

Comply with legal obligations. In certain cases, we collect and use your personal information to comply with applicable laws. For instance, we collect from Partner Program users information regarding taxpayer identification number and bank account information for tax purposes.

Communicate with you. We use your personal information to communicate with you in relation to our Products and Services via different channels (e.g., by phone, email, livechat).

Marketing. We use your personal information to display interest-based ads for features, products, and services that might be of interest to you. We do not use information that personally identifies you to display interest-based ads.

Fraud Prevention and Credit Risks. We use personal information to prevent and detect fraud and abuse in order to protect the security of our customers, TP-Link, and others. We will only process your personal data for the purposes of providing Products and Services in compliance with applicable laws, as may be amended from time to time.

We will not use your information for automated decision-making.

3. WHAT ABOUT COOKIES AND OTHER IDENTIFIERS

Cookies are small pieces of text used to store information on web browsers. Cookies are used to store and receive identifiers and other information on computers, phones, and other devices. Other technologies, including data that we store on your web browser or device, identifiers associated with your device and other software, are used for similar purposes. In this policy, we refer to all of these technologies as “cookies”.

We use cookies to distinguish you from other users. This helps us deliver a better and more personalized service when you use our Products and Services. It also allows us to improve our Products and Services by enabling us to:

- estimate our audience size and usage patterns;
- store your preferences so we may customize our Products and Services according to your individual interests;
- speed up your searches;
- recognize you when you return;
- keep your account, data, and our Products and Services safe and secure;

promote the products or services to you that you may be interested in; and measure the performance of cooperating third-party sellers.

You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting, certain parts of our Website may become inaccessible and certain features may not work correctly. Unless you adjust your browser settings to refuse cookies, our system will issue them.

4. HOW WE SHARE YOUR INFORMATION

We may share your personal information internally and externally with suppliers, advisors, or Partners for our legitimate business purposes, and only on a need-to-know basis. When sharing personal information, we implement appropriate checks and controls to confirm that the information can be shared in accordance with applicable laws. Here's more detail about who we may share your information with and in what kinds of situations:

(1) **With Our Authorized Partners:** We may share your information with our authorized partners. We share information with our authorized partners to

promote safety, security, and integrity and comply with applicable laws;
personalize offers, ads, and other sponsored or commercial content;
develop and provide features and integrations;
understand how customers use and interact with our Products and Services.

(2) **Service Providers:** To assist in our business operations and better provide Products and Services (e.g., for software maintenance services, advertising serving technologies, e-mail services, delivery services, database management services, web analytics, and other services), we may share your information with such service provider.

(3) **Other Entities with Your Consent:** You may choose to integrate certain third-party services with our Services. By doing so, you authorize us to transmit your personal information to third parties when you choose to integrate their services with our Services. Information collected by such third-party services is subject to their own terms and policies, all of which you should carefully and diligently review.

(4) **Marketing:** We may aggregate anonymized user information and provide it to our third-party marketing service providers only for our promotional and/or marketing practices.

(5) **Change of Control:** We may be required to share your information as part of a merger, acquisition, asset sale, asset purchase, financing, bankruptcy, or other change of control.

(6) **Responding to Legal Requests:** We may share information where we have a good faith belief that such disclosure is necessary to (a) comply with an applicable law or legal process or (b) respond to actual or potential complaints or legal claims, like search warrants, court orders, production orders, or subpoenas. These requests come from third parties such as civil litigants, law enforcement, and other government authorities. Or (c)

where otherwise necessary to protect our rights, interests, and/or property (including, without limitation, to enforce our agreements), or the rights, interests, and/or property of our agents, independent contractors, customers, and others.

5. SECURITY

We have implemented measures, including encryption and TLS technology, designed to secure your personal data from accidental loss and from unauthorized access, use, alteration, and disclosure. In addition, we restrict the number of staff in charge with access to your personal data to the minimum level and frequently conduct training and education so that they comply with the confidentiality obligations with respect to your personal data.

Your account's privacy and security are protected by your password. In order to prevent unauthorized access to your account and personal data, you should select a strong password and protect it by limiting access to your computer, device, browser, or application and by signing off after you have finished accessing your account. If you use a third-party service to sign into your account, you should protect that account accordingly as well.

While we strive to always protect the privacy of your account and personal data in our records, we cannot always guarantee it will be completely secure. The security of your personal data may be compromised by unauthorized entry, unauthorized use, hardware failure, software failure, and other factors at any time.

Here are some best practices to protect your TP-Link ID account:

Use complex passwords (a mixture of upper and lower letters, numbers, and symbols) when signing up.

Use a unique password different from other website accounts to avoid being involved in their accidental data breaches.

Change your passwords regularly.

Use 2 Factor Authentication (2FA) if possible.

6. HOW WE STORE AND PROCESS YOUR INFORMATION

Your information will be transferred or transmitted to, or stored and processed in the following circumstances in accordance with the purposes stated within this Privacy Policy:

Places we have infrastructure or data centers, including the United States, Ireland, and Singapore, among other Countries where TP-Link Products and Services are available. Typically, the primary storage region is the region that is closest to the customer's region, often with backups to data centers in another region. The storage location(s) are

chosen in order to operate efficiently, to improve performance, and to create redundancies in order to protect the data in the event of an outage or other problem. Other countries where our Partners, vendors, service providers and third parties are located outside of the country where you live, for purposes as described in this Privacy Policy.

These countries may have different privacy standards that differ from where you are. Please note that data processed in another country may be subject to different laws and may be accessible to government, judicial, law enforcement, and regulatory agencies in those countries. However, we will take appropriate measures to guarantee an adequate level of data protection even if your personal data are transferred to these countries.

7. THIRD-PARTY LINKS

The Services may include links to third-party websites whose privacy practices may differ from ours. Your usage of any such websites is governed by the privacy policies of those websites and not this Privacy Policy. You should carefully review the privacy policy of any website you visit. We will consider your decision to use those third-party products and services with our Products and Services to be a representation to us that you have consented to the third parties' terms and practices.

8. YOUR RIGHTS

To the extent required by applicable law, you may (i) have the right to access certain personal data we maintain about you, (ii) request that we update or correct inaccuracies in that data, (iii) object or restrict to our use of your personal data, and (iv)) ask us to delete your personal data from our database through <https://account-delete.tplinkcloud.com/>. To exercise these rights, please send us an email at privacy@tplink.com to give your feedback online. Your written request may be required for security. We will verify your personal identity as required by local laws. We may decline the request if we have reasonable grounds to believe that the request is a fraudulent, unfeasible, may jeopardize the privacy of others, or would violate any law or legal requirement or negatively impact the information's accuracy.

If allowed by applicable laws, you have the right to withdraw your consent at any time when we process your personal data based on your consent. However, withdrawal does not affect the legitimacy and effectiveness of how we process your personal data based on your consent before the withdrawal is made; nor does it affect any data processing based on another justification other than your consent.

If you think that the way we process your personal information does not comply with applicable data protection laws, you can contact the relevant competent data protection authority. You can obtain the information for contacting EU data protection authorities at http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm.

9. CHILDREN'S PRIVACY

Our Products and Services are not directed to, or intended for, children as defined by local legal requirements, and we do not knowingly collect personal information from children. If you believe that we have any such information, please notify us immediately using the contact information provided in Section 11 and we will delete the information as quickly as possible.

10. CALIFORNIA CONSUMER PRIVACY ACT

Click [here](#) to read additional disclosures required under the California Consumer Privacy Act.

11. UPDATES TO OUR PRIVACY POLICY

This Privacy Policy may change from time to time and we may notify you by updating the Privacy Policy's effective date above. If there are material changes, we will place a prominent notice on this website. We encourage all users to occasionally refer to this Privacy Policy so that they can remain aware of our current practices. If you do not agree with the terms of the updated Privacy Policy, you must stop using the Products/Services. Your continued use of the Products/Service after any Privacy Policy changes means that you agree to the updated Privacy Policy.

12. CONTACT US

If you have any questions or need further assistance, please email us at privacy@tplink.com

TP-Link Corporation Limited

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TERMS OF USE

Welcome to TP-Link!

The Services defined here in are provided by TP-Link Corporation Limited. This document may refer to the service provider as "TP-Link Corporation Limited.", "TP-Link", "we", "us", or "our". These are the rules and restrictions that govern your use of

our website(s), products, services, mobile applications, and other software (collectively, the "Services").

The term "Services" means the Sites, Web Apps, Mobile Apps, and Subscription Services, which may be used in conjunction with Products and in other ways provided by TP-Link, as defined at points 1–5, below. Some Products and Services of TP-Link can be used together or in ways that integrate with products and services from third parties.

(1) TP-Link hardware products ("Products");

(2) Websites that may be accessed at <https://www.tp-link.com> and <https://www.tapo.com> (individually a "Site" or collectively "Sites");

(3) Services, including technical support and services accessible through the Sites ("Web Apps");

(4) Software that may be downloaded to your smartphone or tablet to access services ("Mobile Apps" such as Tether, Deco, Tapo, Tapo Camera and so on);

(5) Subscription services, including services that can be accessed using the Web Apps and Mobile Apps ("Subscription Services");

These are the rules and restrictions that govern your use of our Products and Services. Please read these Terms of Use (the "Terms") carefully before using the Services, because they affect your legal rights and obligations (e.g., requiring arbitration and no class action relief and limiting our liability). You acknowledge and agree that, except for physical TP-Link Products that you may have purchased such as routers or switches, the Services and the software embedded in the Product (and any updates thereto) ("Product Software") are licensed, not sold, to you. You do not acquire any ownership interest in any Service or Product Software under these Terms, or any other rights thereto other than to use such Service and Product Software in accordance with the license granted, and subject to all terms, conditions, and restrictions under these Terms. Certain features of the Services may be subject to additional guidelines, terms, or rules, which will be presented through the Services in connection with such features. You must review and agree to the additional guidelines, terms, or rules before using such Services.

Your Acceptance

These Terms of Use (the "Terms") are a binding contract between you and TP-Link (the "Agreement"). If you do not agree to and accept all of the Terms, you do not have the right to use the Services and should cease using them immediately. By using the Services in any way, you agree to the Terms. The terms shall remain in effect as long as you use the Services. The Terms also include TP-Link's Privacy Policy.

Modifications to Terms

Please note that these Terms may be revised and reissued, prospectively, by posting updated terms on this website (<https://www.tapo.com>). You consent and agree to receive notices of updates of these Terms through our posting of updated Terms on this website. You should visit this page regularly to review the current terms. TP-Link may provide notifications to you as required by law or for marketing or other purposes via email (to the email address you provide our Services), or by posting of such notice on the Site(s). TP-Link is not responsible for any automatic filtering you or your network provider may apply to email notifications. TP-Link recommends that you add @tp-link.com URLs to your email address book to help ensure you receive email notifications from TP-Link. Your continued use of the Services will be deemed as irrevocable acceptance of any updates to these Terms.

Legal Capacity

The Services are directed to a general audience for adults. We will assume (and by using the Services you warrant that) you have legal capacity to enter into these Terms (i.e., that you are of sufficient age and mental capacity and are otherwise entitled to be legally bound in contract). If you are using the Services on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on their behalf and bind them to these Terms. You may only use the Services for your personal, non-commercial use. Your use must comply with all laws that apply to you. You may not use these Services if applicable laws prohibit such use.

Children's Privacy

We do not knowingly collect information relating to children under 13 years old. If you are a child under 13, you may not register for the Services or send any personal information about yourself to us. In the event that we learn we have collected personal information from a child under 13, we will destroy that information as quickly as possible.

Account Registration

In order to use the Services, you may be required to sign up for an account. To sign up for an account, you represent and warrant that: (a) all required registration information you submit is truthful and accurate; and (b) you will maintain the accuracy of such information. You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Services; and keeping your password and other account details confidential.

Representations and Warranties

You represent and warrant that you are of legal age to enter into a binding contract. If not, you represent and warrant that you have acquired parental consent and that they have read and agreed to these Terms on your behalf. If you're using the Services on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on their behalf and bind them to these Terms. You may only use the Services for your personal, non-commercial use. Your use must comply with all laws that apply to you. You may not use these Services if applicable laws prohibit such use.

We may prevent or suspend your access to the Services if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

Changes to the Services

The Services may change over time, as we improve them. At any time, we may temporarily or permanently modify, suspend, discontinue, or restrict access to all or part of the Services and/or any related software, facilities, and services, with or without notice and/or to establish general guidelines and limitations on their use. Some such changes to the Services may render certain hardware devices, third-party services, configurations, or software setups inoperable. We may make such changes at our sole discretion and with or without notice.

Intellectual Property

(a) You acknowledge that all intellectual property rights, including without limitation patents, copyrights, trademarks, trade secrets and all other proprietary rights, in the Products, Product Software, and Services (i.e., the Sites, Web Apps, and Mobile Apps) are owned by TP-Link or its affiliates, licensors, or suppliers (collectively, the “IP Rights”). Your possession, access, and use of the Products, Product Software, and Services do not transfer to you or any third party any rights, title, or interest in or to such IP Rights. TP-Link and its affiliates and licensors and suppliers reserve all rights not granted in these Terms. Moreover, other than with respect to User Contents (defined below), TP-Link retains full and complete title to all content on the Services, including any downloadable software and all data that accompanies it.

(b) Use of the Services. Your right to make use of the Services and any content appearing on it is subject to your compliance with these Terms. Modification or use of the content on the Services for any purpose not permitted by these Terms may be a violation of the IP Rights protected by law and these Terms and is prohibited.

You are prohibited from using the IP Rights except as specifically permitted in these Terms. Subject to these Terms, TP-Link grants you a limited, non-exclusive and non-transferable license to download, copy, install, and use the authorized parts of the Services (including this Site) on to your own device (e.g., your computer, smart device, etc.) for your own personal use. You may not use the content of the Services in any other public or commercial way nor may you copy or incorporate any of the content of the Services into any other work, including your own website without the prior written consent of TP-Link. You must have a reseller or distribution license from us before you can copy or redistribute any portion of the Services. Any authorization to copy content granted by us in any part of the Services for any reason is subject to your keeping intact all copyright and other proprietary notices. You must not copy, modify or in any way reproduce or damage the structure or presentation of the Services or any content therein.

Also, modifying, translating, adapting, or otherwise creating derivative works and

improvements, decompiling, decoding, reverse engineering, disassembling, or otherwise reducing the code used in any software in connection with the Services into a readable form in order to examine the source code or construction of such software and/or to copy or create other products based (in whole or in part) on such software, is prohibited.

(c) Open Source. Certain items of independent, third party code may be included in the Web Apps and/or Mobile Apps that are subject to the GNU General Public License (“GPL”) or other open source licenses (“Open Source Software”). The Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software. In particular, nothing in these Terms restricts your right to copy, modify, and distribute such Open Source Software that is subject to the terms of the GPL.

Forum

THE MATERIALS, INFORMATION AND OPINIONS INCLUDED AND/OR EXPRESSED IN OR ON USER FORUMS, BULLETIN BOARDS, COMMENT SECTIONS, COMMUNITY PAGES, OR OTHER FORUMS ON THE SERVICES (“FORUMS”) ARE NOT NECESSARILY THOSE OF TP-LINK, ITS SUBSIDIARIES, AFFILIATED COMPANIES, PARENTS, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AND PARTNERS (COLLECTIVELY, “THE TP-LINK GROUP”). THE TP-LINK GROUP DOES NOT UNDERTAKE TO MONITOR OR REVIEW FORUMS, AND THE CONTENT OF FORUMS IS NOT THE RESPONSIBILITY OF TP-LINK GROUP. THE TP-LINK GROUP MAY REMOVE OR MODIFY ANY CONTENT WITHOUT NOTICE OR LIABILITY AT ANY TIME IN THE TP-LINK GROUP’S SOLE DISCRETION. ANY USE OF THE FORUMS WILL BE AT YOUR OWN RISK AND WILL BE SUBJECT TO THE DISCLAIMERS AND LIMITATIONS ON LIABILITY SET OUT BELOW.

Submissions, Postings and Emails

TP-Link is interested in hearing from you regarding your questions or comments about our Services. However, the TP-Link Group does not accept or consider unsolicited submissions of any kind (e.g., ideas, treatments, concepts, or any other materials) in any format, by any means of transmission (including email). Any such submissions are either returned to the sender without being reviewed or deleted or discarded without being reviewed. Therefore, please do not send any unsolicited submissions to any member of the TP-Link Group.

Invited Submissions

From time to time, areas on the Services may expressly request submissions of concepts, stories, or other potential content from you (“Invited Submissions”). Where this is the case, please carefully read any specific rules or other terms and conditions which appear elsewhere on the Services to govern those submissions (“Additional Terms”), as they will affect your legal rights. If no Additional Terms govern those submissions, then these

Terms will apply in full to any Invited Submissions you make. IN ANY EVENT, ANY MATERIAL YOU SEND TO US WILL NOT BE TREATED AS CONFIDENTIAL.

Our Use of Content

TP-Link will consider anything you provide to us and/or contribute to the Services as available for our use free of any obligations to you (including any payment), except where Invited Submissions are expressly governed by Additional Terms appearing elsewhere on the Services, in which event those Additional Terms will determine how we will treat your Invited Submissions. Regardless of any industry custom or practice, we will not pay you for the use of any content that you submit to the Services.

User Content

You are solely responsible for all content, including, without limitation, reviews, responses, profile entries, posts, questions, videos, images, and audios that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, our Services. You represent and warrant that you have all rights necessary to do so. For some of our Services' features, other users may be able to request email notifications of your new public content or publish their own comments to your comments. We may use this public content to develop aggregate ratings, personalize site views, market products, identify or feature popular users, protect you, improve our Products and Services, and/or develop new Products and Services. By posting or uploading any content to the Services (including, without limitation, posts, responses, videos, images, and audios) and/or providing any communication or material to TP-Link (collectively, "User Content"), you automatically and irrevocably:

1. Grant and assign to TP-Link a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to any and all rights in the User Content including without limitation copyright, together with all consents (if any) necessary to enable its reproduction, distribution, modification, publishing, and/or other exploitation by TP-Link and/or by any person authorized by TP-Link, by any means and in all media now known or hereafter devised, without payment or other reference to you or any other person, and to advertise and promote such exploitation, for the full period of all such rights (together with any extensions and renewals) and insofar as possible in perpetuity;
2. Waive all moral rights in the User Content which may be available to you in any part of the world and confirm that no such rights have been asserted;
3. Appoint TP-Link as your agent with full power to enter into any document and/or do any act TP-Link may consider appropriate to confirm the grant and assignment, consent and waiver set out above;
4. Warrant that you have the rights to and are the owner of the User Content and entitled to enter into these Terms;
5. Confirm that no such User Content will be subject to any obligation, of confidence or otherwise, to you or any other person, and that TP-Link shall not be liable for any use or disclosure of such User Content;
6. Acknowledge and agree that TP-Link may access, use, preserve and/or disclose the

User Content to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if we have a good faith belief that such access, use, preservation, or disclosure is reasonably necessary to: (a) comply with legal process or request; (b) enforce these Terms, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of TP-Link, its users, a third party, or the public as required or permitted by law. TP-Link also reserves the right, but shall not be obligated, to remove any User Content from our servers at any time in its sole and absolute discretion.

Restrictions on Use

During your use of the Services, you may create connections between our hardware devices, third-party hardware devices, our Services, and/or third-party services. You agree that you will not connect to the Services any hardware devices or third-party services in a manner that could be dangerous to any person(s), or which could cause damage to or loss of any property.

Your use of the Services is subject to the following additional restrictions. You may not use the Services or interact with the Services in a manner that:

1. Infringes or violates the intellectual property rights or any other rights of anyone else;
2. Violates any law or regulation;
3. Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
4. Jeopardizes the security of your account or anyone else's;
5. Attempts, in any manner, to obtain the password, account, or other security information from any other user;
6. Violates the security of any computer network, or cracks any passwords or security encryption codes or otherwise incorporates any disabling code designed to permit improper use, access, deletion or modification of software or hardware programs or systems or improperly to disable, deactivate, damage or shut down such programs or systems;
7. Sends, creates, or replies to so called "mailbombs" (i.e., emailing copies of a single message to many users, or sending large or multiple files or messages to a single user with malicious intent) or engages in "spamming" (i.e., unsolicited emailing for business or other purposes);
8. "Crawls," "scrapes," or "spiders" any page or portion of the Services (through use of manual or automated means);
9. Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
10. Copies or stores any significant portion of the content;
11. Decompiles, reverse engineers, or otherwise attempts to obtain the source code of the Services; or
12. Undertake any other activity which may adversely affect the operation or enjoyment of the Services by any other person, including placing malware on the Services.

Content on the Services

“Content” is all of the information collected during your use of the Services. It includes information provided by you, by other users, by hardware devices connected to the Services, and by third-party devices and services connected to the Services. It also includes any information we provide into the Services, as well as information derived from or aggregated from any and all information provided to the Services.

Third-Party Services

You accept that TP-Link is not responsible for the risks you take associated with links or connections to third-party applications or services. You understand that such third-party services may or may not carry their own terms, conditions, privacy policies or other policies that may or may not be related to the Services. We encourage you to be aware of such agreements when you connect third-party services to the Services. We cannot and do not have control over, nor do we assume any responsibility or risk for content, accuracy, practices, opinions, or policies of any third-party applications or services that you may be exposed to when you interact with the Services. Your interactions with third-party organizations and/or individuals found on or through the Services are solely between you and such organizations and/or individuals. You agree that we shall not be responsible for any liability for any loss or damage associated with any such interactions.

Third-Party Sites

The Services may link you to other sites on the Internet. These sites may contain information or material that some people may find inappropriate or offensive. These other sites are not under the control of TP-Link, and you acknowledge that (whether or not such sites are affiliated in any way with TP-Link) the TP-Link Group is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. The inclusion of such a link does not imply endorsement of any site by TP-Link Group or any association with its operators.

TP-Link cannot ensure that you will be satisfied with any products or services that you purchase from any third-party site that links to or from TP-Link since the third-party sites are owned and operated by independent retailers. TP-Link does not endorse any of the merchandise purchased from any third-party site, nor has TP-Link taken any steps to confirm the accuracy or reliability of any of the information contained on such third-party sites. TP-Link does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third-party, and you irrevocably waive any claim against us with respect to such sites. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online transaction with any of these third-parties.

Termination

You are free to stop using the Services at any time. You understand and agree that we

may or may not delete your User Content in the event that you stop using the Services. At any time, TP-Link may (a) suspend or terminate your rights to access or use the Services if TP-Link in good faith believes that you have used the Services in violation of these Terms, including any incorporated guidelines, terms, or rules. If you transfer a Product to a new owner, your right to use the Services with respect to that Product automatically terminates. The new owner will have no right to use the Product or Services under your account and will need to register for a separate account with TP-Link unless the new owner already has an account with TP-Link that can be connected to that Product or Service.

In the event that we elect to terminate your account, we will try to provide advance notice to you prior to termination so that you are able to retrieve any important User Content stored in your account. You understand and agree that we may provide no advanced notice for any reason, but usually because it would be impractical, illegal, not in the interest of someone's safety or security, or otherwise harmful to the rights or property of TP-Link.

Product Specifications, Pricing, Typographical Errors

We do our best to describe every product or service offered on the Services as accurately as possible. However, we are human, and therefore we do not warrant that product specifications, pricing, or other content on the Services is complete, accurate, reliable, current, or error-free. In the event of any errors relating to the pricing or specifications, TP-Link shall have the right to refuse or cancel any orders in its sole discretion. If we charged your credit card or other account prior to cancellation, we will issue a credit to your account in the amount of the charge. Additional Terms may apply.

Security

Any usernames and passwords used for the Services are for individual use only. You shall be responsible for the security of your username and password (if any). TP-Link shall be entitled to monitor your username and password and, at its discretion, require you to change it. If you use a username and password that TP-Link considers insecure, TP-Link will be entitled to require your username or password to be changed and/or terminate your account. However, TP-Link cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk. You agree to immediately notify TP-Link of any unauthorized use, or suspected unauthorized use, of your account or any other breach of security of which you become aware. TP-Link is not liable to you for any loss or damage arising from your failure to comply with the above requirements.

Violation of Security Systems

You are prohibited from using any services or facilities provided in connection with the Services to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing

programs, cracking tools, malware, disabling code, virus, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, TP-Link reserves the right to release your details to system administrators at other sites, law enforcement and/or governmental authorities in order to assist them in resolving security incidents.

Investigations

TP-Link reserves the right to investigate suspected violations of these Terms, including without limitation, any violation arising from any submission, posting or emails you make or send to any Forum. TP-Link may seek to gather information from the user who is suspected of violating these Terms and from any other user. TP-Link may suspend any users whose conduct or postings are under investigation and may remove such material from its servers as it deems appropriate and without notice. If TP-Link believes, in its sole discretion, that a violation of these Terms has occurred, it may edit or modify any submission, posting or emails, remove the material permanently, cancel postings, warn users, suspend users and passwords, terminate accounts, or take other corrective action it deems appropriate. TP-Link will fully cooperate with any law enforcement authorities or court order requesting or directing TP-Link to disclose the identity of anyone posting any emails, or publishing or otherwise making available any materials that are believed to violate these Terms. BY ACCEPTING THESE TERMS YOU WAIVE AND HOLD HARMLESS ALL MEMBERS OF THE TP-LINK GROUP FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY MEMBER OF THE TP-LINK GROUP DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER A MEMBER OF THE TP-LINK GROUP OR LAW ENFORCEMENT AUTHORITIES.

Warranty Disclaimer

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YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. EXCEPT AS PROVIDED BY THE WARRANTIES THAT MAY ACCOMPANY CERTAIN TP-LINK PRODUCTS, THE SERVICES AND ALL THE MATERIALS, INFORMATION, WEBSITES, SOFTWARE, FACILITIES, SERVICES AND OTHER CONTENT RELATED TO THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND,

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TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL TP-LINK BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR FAILURE OR MALFUNCTION OF ANY DEVICE CONNECTED TO THE SERVICES, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO TP-Link IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THE APPLICABLE CLAIM, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL.

THE LIMITATION OF LIABILITY SET OUT ABOVE DOES NOT APPLY TO LIABILITY RESULTING FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

Risk of Loss; Insurance

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES (INCLUDING, WITHOUT LIMITATION, USING THE SERVICES TO SECURE OR OTHERWISE CONTROL ACCESS TO ANY REAL OR PERSONAL PROPERTY) IS SOLELY AT YOUR OWN RISK, AND THAT YOU ACCEPT RESPONSIBILITY FOR ALL LOSSES, DAMAGES, AND EXPENSES ARISING OUT OF SUCH USE. TP-LINK IS NOT AN INSURER. YOU ARE RESPONSIBLE FOR MAINTAINING INSURANCE COVERING ALL LOSS, DAMAGE, OR EXPENSE, WHETHER FOR PROPERTY DAMAGE, PERSONAL INJURY (INCLUDING DEATH), ECONOMIC LOSSES, OR ANY OTHER FORM OF LOSS, DAMAGE, OR EXPENSE ARISING OUT OF OR FROM (I) THESE TERMS, OR (II) THE SERVICES.

TP-Link is or may be the seller of various goods and services available on the Services. All items purchased from the Services are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon TP-Link's delivery to the carrier.

Indemnity

You agree to indemnify and hold TP-Link, its affiliates, officers, agents, employees, and partners harmless for and against any and all claims, liabilities, damages (actual and consequential), losses, and expenses (including legal fees) arising from or in any way related to any third-party claims relating to (a) your use of the Services (including any actions taken by a third-party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

Updates

TP-Link may from time to time in its sole discretion develop and provide updates to its Services and/or Product Software, which may include upgrades, bug fixes, patches, other error corrections, security fixes and/or new features (collectively, including related documentation, if any, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that we have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your device settings, when your device is connected to the internet either: a) the Services will automatically download and install all available Updates; or b) you may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all Updates and acknowledge and agree that the Services or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Services and be subject to all terms and conditions of these Terms.

Updates to the Product Software may be automatically installed without providing any additional notices or receiving any additional consent. You consent to such automatic

updates. If you do not want such automatic Updates, your remedy is to terminate your account and to stop using the Product Software and applicable Products. If you do not terminate a previously created account, you will receive Updates automatically.

Limitations of Services and Product Software

You acknowledge and agree that Services and Product Software are not intended to be 100% reliable or available 24 hours a day, 7 days a week. The Services/Product Software may be suspended temporarily without notice for security reasons, system failure, maintenance and repair, updates, or other circumstances. You agree that you will not be entitled to any refund or rebate for such suspensions. TP-Link does not offer any specific uptime guarantee for the Services/Product' Software.

Assignment

You may not assign, delegate, or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without TP-Link's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent. No one other than a party to these Terms has any right to enforce any of these Terms.

Additional Terms and Conditions

The following additional terms apply to our applications available via the Apple, Inc. ("Apple") App Store (the "Apple Application"):

1. The Apple Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sub-licensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the Terms as they are applicable to the Services;
2. Both you and TP-Link acknowledge that the Terms are concluded between you and TP-Link only, and not with Apple, and that Apple is not responsible for the Apple Application or the content;
3. You will only use the Apple Application in connection with an Apple device that you own or control;
4. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple Application;
5. In the event of any failure of the Apple Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Apple Application; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple Application;
6. You acknowledge and agree that TP-Link, and not Apple, is responsible for addressing any claims you or any third-party may have in relation to the Apple Application;
7. You acknowledge and agree that, in the event of any third-party claim that the Apple Application or your possession and use of the Apple Application infringes that third-

party's intellectual property rights, TP-Link, and not Apple, will be responsible for the investigation, defense, settlement, and discharge of any such infringement claim;

8. You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;

9. Both you and TP-Link acknowledge and agree that, in your use of the Apple Application, you will comply with any applicable third-party terms of agreement which may affect or be affected by such use; and

10. Both you and TP-Link acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof.

The following additional terms apply to our applications available via the Google Inc. ("Google") Google Play store (the "Android Application"):

1. Notwithstanding anything to the contrary in these Terms, if you use the Android Application you hereby acknowledge and agree that (i) the Android Application relies in part on functionality provided by Google (the "Google Functionality"), (ii) any information provided by you via the Android Application may be shared with Google in connection with your use of the Google Functionality, and (iii) all such information shall be handled by Google in accordance with the then-current Google Privacy Policy (currently available at <https://www.google.com/privacy.html>), as may be amended by Google from time to time;

2. You acknowledge and agree that Google has no obligation whatsoever to furnish any maintenance and support services with respect to the Android Application;

3. In the event of any failure of the Android Application to conform to any applicable warranty, including those implied by law, you acknowledge that Google has no warranty obligation whatsoever with respect to the Android Application;

4. You acknowledge and agree that TP-Link, and not Google, is responsible for addressing any claims you or any third-party may have in relation to the Android Application and that Google will not be liable to you for any claims, losses, liabilities, damages, costs or expenses attributable to any failure of the Android Application.

Miscellaneous

You will be responsible for withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services.

The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. You and TP-Link agree that this agreement is the entire agreement between both parties and that it supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of these Terms; it being understood that the terms of express warranties accompanying the purchase of TP-Link products are in

addition to such Terms.

No agency, partnership, joint venture, or employment is created as a result of these Terms and you do not have any authority of any kind to bind TP-Link in any respect whatsoever. Except as expressly set forth in the sections above regarding the Apple Application and Android Application, you and TP-Link agree there are no third-party beneficiaries intended under these Terms. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable.

Disputes

We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us please contact us as soon as possible. If you and we cannot resolve a dispute using our complaint handling procedure, we will: let you know that we cannot settle the dispute with you; and give you certain information about our alternative dispute resolution provider. If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to these Terms. Relevant United Kingdom law will apply to these Terms.

How to Contact Us

Please forward any comments, complaints about the Services or questions you may have to support@tp-link.com

Effective Date: May 31, 2022.

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