

User Agreement

Last Updated Date: May 10, 2024

Welcome

This User Agreement (the “Agreement”) is a legally binding agreement between users (“users” , or you) and Aiper entities (“AIPER” , “us” , “we” , our) concerning your use of Aiper App, which refers to an application software for mobile devices that enables you to manage the products paired to your Aiper App account (the “Machine”) and to enjoy other related services offered by us (collectively, the “Services”). The Aiper App, is licensed, not sold, to you.

The Services are provided or controlled by the following entities and its affiliates (i) Aiper Intelligent, LLC (located at 2700 CUMBERLAND PKWY SE SUITE 350 ATLANTA GA 30339 US) if you are accessing the Services from the countries inside North America or South America; or (ii) AIPER INTELLIGENT SARL (located at 24 Avenue du Prado 13006 Marseille 6e Arrondissement, France) if you are accessing the Services from the countries inside the EEA, or the United Kingdom and Africa; or (iii) AIPER GLOBAL PTE. LTD. (located at 60 PAYA LEBAR ROAD #12-03 PAYA LEBAR SQUARE SINGAPORE) if you are accessing the Services from other countries or regions.

1. Effectiveness and Scope of the Agreement

1.1. Please carefully read the terms of this Agreement, especially the terms on exemption or limitation of liability, jurisdiction and applicable laws, and other terms that may have a material impact on your rights and interests. You understand and agree that as long as you click the “Agree” button in the account registration process, or you actually use Aiper App and Services, you will be deemed to have accepted the terms of this Agreement and agree to be bound by them.

1.2. We may change the Agreement to meet technical, operational and legal changes. We will post a notice about changes made to the Agreement in the App a reasonable time before the changes take effect. By your continuing use of the App after the changes have taken effect, you indicate your consent to the amended Agreement. If you do not agree to the new terms, please stop using the Aiper App.

1.3. To provide you with better service, you might need to install updates to keep or ensure the use of certain functions of Aiper App, or upgrades to have more functions added to the Aiper App. Such updates and/or upgrades are subject to this Agreement unless other terms accompany the updates and/or upgrades, in which case, those other terms shall apply.

1.4. You expressly declare and warrant that you have sufficient legal rights or authorization to agree and perform this Agreement: (i) you are an adult of reasonable capacity and competence in accordance with the law applicable to you. If you are a minor (in accordance with the laws applicable to you), please exit immediately and do not use the Aiper App. If you are an adult, you have the obligation to ensure that the Aiper App you install, use, display or run is not used by minors (ii) your execution and performance of this Agreement will not conflict with or result in a breach of any other agreement or arrangement to which you are subject; (iii) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (iv) you are not listed on any U.S. Government list of prohibited or restricted parties, or specially designated nationals.

2. Account Registration

2.1. We offer the Services for registered users. You must register an account to use any feature offered by the Services, including pairing and managing your Machine and to utilize upgrades applicable to your Machine, etc. (for details please follow the product instruction of your Machine).

2.2. You understand and agree that you assume full responsibility for the authenticity, legality, and validity of the information you provided for the registration.

2.3. You are solely responsible for keeping your account information secure. Please note that nobody except you have the access to your password and our employees will never ask for the password of your account. For any transmission and storage of your password, we will take the state-of-the-art encryption technology to secure your account information including your password, and such encryption is irrevocable. We will reasonably assume that the person who uses and acts under your account (and satisfies our identify verification procedure, if applicable) is you, and any action taken in the name of your account will be deemed to be your action and under your responsibility. The responsibility for hacking or password theft of your account due to your mishandling is yours alone, unless we can be deemed responsible for such hacking or password theft. Please notify us as soon as you become aware of any potential or actual misuse or unauthorized use of your account.

2.4. You may delete your account by (i) contacting us via email at: service@aiper.com; or (ii) submit your request via Aiper App setting, which could be found in your personal profile; or (iii) log in our privacy portal (privacy.aiper.com) and submit your deletion request. We may need to verify your identity by requesting your additional information and will delete your account upon processing your request. Please note that all data stored in the account will be deleted and cannot be recoverable, and you will still be responsible for your actions prior to and during your use of the Services before account deletion. For more details, please refer to our Account Deletion Statement that would be provided to you during the request submission.

3. Our Services and Machine

3.1. Subject to the terms and conditions set forth in this Agreement, we hereby grant you a non-exclusive, non-transferable, non-sublicensable, limited, personal, revocable right to download, access and use the Aiper App and the Services for your personal purposes only. Except as expressly authorized in this Agreement, we do not grant any other rights to you, and any other rights by you require written consent from us. We reserve the right suspend the license, terminate the Services, and restrict the use of your account at any time.

3.2. To access the Services, you will be required to connect to the internet in advance. You should connect your Machine to your Account in the Aiper App by using Bluetooth, scanning QR code or inputting the Serial Number manually. You may install, use, display, and run the App on multiple mobile terminal devices for non-commercial purposes. When you connect the same Machine to multiple devices, please do not operate the Machine on multiple devices simultaneously.

3.3. The Services may only be paired with Machine approved to be used with the Services by us, but not with any other third-party products.

3.4. You are only allowed to create a connection between the Services and a Machine if you are the owner. Any change of ownership of the Machine requires that the previous owner immediately deactivates the connection between the Services and the Machine and deletes the relevant data.

3.5. You may enable your Machine to connect to the internet via a Wi-Fi or Bluetooth connection. By connecting your Machine to the Services and the internet, you will receive automatic updates to the product software and can choose whether to update the software.

3.6. Although our Services can be used or accessed worldwide, the functionalities of our

Services accessible in certain countries/regions might differ from those in other countries/regions. We may prohibit certain or entire functionalities in some countries/regions ("non-target countries/regions") at our discretion to meet our legal obligation or other legitimate interest. You understand and agree that the Services are not designed for use in non-targeted countries/regions. We do not assume any responsibility for any damage or loss caused by your use of the Services in non-target countries/regions. If you choose to use the Services in non-target countries/regions, you use them on your own initiative, and you are solely responsible for compliance with the applicable local laws.

4. User Conduct

4.1. When using the Services, you agree to abide by any usage guidelines we may convey to you from time to time and by all applicable laws, regulations and rules.

4.2. You may not directly or indirectly:

distribute, sell, assign, encumber, transfer, rent, lease, loan, sublicense, modify, time-share or otherwise exploit the Aiper App or the Services in any unauthorized manner ;
copy, reproduce, adapt, create derivative works of, translate, localize, port or otherwise modify the Aiper App, the Services, or any part thereof in any form or manner or by any means;
harvest or scrape any content or data from Aiper App or the Services;
decompile, reverse engineer, attempt to derive the source code of, modify, create derivative works of the Aiper App and the Services;
remove or alter any copyright or other proprietary rights' notice or restrictive rights legend contained or included in the Aiper App or the Services;
use any robot, spider, or other automatic device, process, or means to access the Aiper App for any purpose, including monitoring or copying any of the material on the Aiper App;
use the Aiper App or the Services to develop or create a similar or competitive product or service to the Services;
engage in any activity that interferes with, disrupts, disables, overburdens, damages, or impair the proper working of the Services;
use the Services in violation of applicable laws, rules or regulations.

4.3. Notwithstanding any remedies that may be available to us under any applicable law, we may temporarily or permanently deny, limit, suspend, end or terminate your rights to use the Aiper App and the Services and take technical and legal measures to keep you off the Services at any time by contacting you, if we determine in our sole discretion that: (i) you have abused your rights to use the Services; (ii) you have breached the Agreement, or any usage guidelines we may convey to you; (iii) you violated any applicable law, rule, or regulation; or (iv) you have performed any act or omission which is harmful or likely to be harmful to us, or any other third party, including other users of the Aiper App. If we end or terminate your rights to use the Aiper App and the Services, you must stop the use of the Aiper App and the Services and delete or remove the Aiper App from all your devices.

5. Intellectual Property

5.1. Unless otherwise specifically stated, the contents (including but not limited to web pages, texts, pictures, audio, video, graphics, etc.) of the Services provided under this Agreement, the source and object code of Aiper App, your Machine and the Services rely upon, trademarks and other commercial logos used on the Services and your Machine, as well as their copyrights, patents, trademark rights or other related intellectual property and legal rights and interests are owned by us or authorized to be used by us.

5.2. AIPER's trademarks (whether registered or not), name and logo - are our sole property. You may not use them, or any confusingly similar mark or text, without our prior express written consent.

6. Privacy and Data Protection

6.1. You acknowledge that when you download, install, or use the Aiper App, we may use automatic means (including, for example, cookies) to collect information about your mobile devices, your Machine which is connected to your Aiper App account and about your use of the Aiper App. You also may be required to provide certain information about yourself in order to downloading, installing, or using the Aiper App or certain of its features or functionality. The Machine might also collect environmental data such as water temperature and quality information via sensors installed on it depending on the Machine type. We respect your privacy and would take necessary to protect your personal data. Please refer to the Statement About AIPER APP and Privacy to understand how we collect and process your personal data.

7. Exemptions; Limitation of Liability

7.1. You understand and agree that Services are provided to the extent our existing technologies and conditions can achieve. We will do our best to ensure the continuity and security of our services. We are not responsible for the suspension or obstruction of the Services caused by any of the following, as long as such occurs despite our performance of legal obligations on information security protection, and our adoption of reasonable precautions:

Damage under the influence of computer viruses, Trojans or other malicious programs, hacker attacks that are out of our control;

Errors or discontinuance of your network connections;

Mis-operation by you, including your use in a manner not in compliance with the product instructions of your Machine, this Agreement or other instructions provided in the Services;

Natural disasters such as floods, earthquakes, large-scale plague and other epidemics, and storms, and social events such as strikes, wars, turmoil, and government actions;

Pairing the Services with third-party products/devices which are not manufactured by us or with our permission; or

Other situations that we cannot control or reasonably foresee.

7.2. You understand and agree that your Machine as well as the Services are not designed for any specific purposes, including but not limited to important areas such as nuclear facilities, military use, medical facilities, as well as transportation and communication. If a person suffers property damage, or environmental damage due to the failure of the above-mentioned operations caused by your Machine and/or the Services, we do not assume any legal responsibility except otherwise prescribed by applicable laws and regulations.

7.3. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL AIPER BE LIABLE TO YOU OR ANY THIRD PARTY FOR LOSS OF PROFITS, REVENUE OR INCOME, OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING FROM OR RELATED TO THE AGREEMENT OR THE USE OR INABILITY TO USE THE APP OR THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL AIPER'S TOTAL AGGREGATE LIABILITY UNDER THE AGREEMENT REGARDING USE OR INABILITY TO USE THE APP OR THE SERVICES WHETHER BASED ON BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT OF ONE HUNDRED US DOLLARS (\$100.00).

8. Indemnification

8.1. You agree to indemnify us and our officers, directors, shareholders and employees (the "Indemnified Parties"), and hold the Indemnified Parties harmless from and against any and all claims, losses, liabilities, damages, judgments, fines, fees, costs or expenses, taxes or interest or penalty thereon, including without limitation, reasonable attorneys' fees and disbursements incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or in connection with your use of the App

and Services, your breach of the Agreement or any applicable law or regulation, your violation of any rights of any third party and your negligence or willful misconduct.

9. Governing Law; Jurisdiction

9.1. If there is any dispute or controversy arising between you and AIPER regarding your use of the Services, both parties shall attempt to resolve such disputes or controversies in good faith immediately. If we are unable to resolve such disputes or controversies within a reasonable time (not exceeding thirty (30) days), you agree that all matters (including all disputes) relating to your use of the Services shall be governed by the laws of (i) the law of France, if you reside in Europe, (ii) the law of Singapore, if you reside in Asia, and (iii) the laws of the State of Georgia, if you reside in country or region apart from Europe and Asia, without regard to its conflict of law provisions. If there is no such applicable law, international commercial practices and/or commercial customs shall be followed.

9.2. Venue

you reside within Europe, all disputes arising out of or in connection with this Agreement shall be finally settled in International Chamber of Commerce (" ICC ") in France under the Rules of Arbitration of the ICC by one or more arbitrators appointed in accordance with the said Rules. If you reside in Asia, any dispute arising from the Agreement shall be submitted to Singapore International Arbitration Centre (" SIAC ") for arbitration which shall be conducted in accordance with the SIAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

If you reside in non-Europe and non-Asia countries or region, any action or proceeding relating to this Agreement must be brought in a federal or state court located in Atlanta, Georgia, US and you irrevocably submits to the jurisdiction and venue of any such court in any such claim or dispute. You also waive your right to a jury trial or to participate in a class action.

9.3. This section does not, however, prevent us from seeking injunctive relief regarding (i) the infringement of our intellectual property or other related legal rights; (ii) the recognition or enforcement of any award or order obtained against you.

10. Other Provisions

10.1. No Assignment: This Agreement, and any associated rights or obligations, may not be assigned or otherwise transferred by you without the prior written consent from us. This Agreement may be assigned by us to our affiliates and service providers for the purpose to the extent permitted by applicable laws and regulations, and we are not obliged to obtain your consent for any such assignment as long as we remain responsible for the assigned rights and obligations (but for the personal information transfer which shall be subject to the AIPER APP Privacy Notice).

10.2. Severability: If any provision of the Agreement is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of the Agreement will remain valid.

10.3. Notice: We may contact you and send you notices via email and through pop-up reminders in the App. Such notice shall be to have been delivered to you on the date that it was sent, unless you can prove that you received the notice on a different date.

10.4. Contact Us: For any concerns about this Agreement, the Aiper App, and/or the Services, you may contact us at: service@aiper.com.