

Oclean terms app

Software, Hardware and Service Agreement

Last Updated: 12, April, 2019

[Important Notice]

This Software, Hardware and Service Agreement (the "Agreement") is between Shenzhen Yunding Information Technology Co.,Ltd.. ("Oclean", "we", "us" or "our") and you as our user ("User", "you" or "your"). Oclean hereby reminds you to carefully read and fully understand this Agreement, before you use the "Oclean" software ("Oclean"), Oclean Electric Sonic Toothbrush App software ("Oclean App"), other mobile applications developed or distributed by Oclean, other software, firmware and applications running on Oclean Devices including related services (collectively, the "Software") and Oclean Devices (collectively with the Software, the "Oclean Service"), in particular the terms relating to the exemption or limitation of Oclean's liability, dispute resolution and governing laws, and those sections that are underlined and/or in bold, which might exclude or limit a party's liabilities and/or impose obligations on a party. "Oclean Device" means a device that is manufactured, distributed, or sold by Oclean itself or through its authorized resellers or agents.

Oclean Service is not directed to children under 16 (and in certain jurisdictions under the age of 13) years of age. If you are under the age of 16 (and in certain jurisdictions under the age of 13), you must have your parent's permission to access the products and services. Oclean urges parents to instruct their children never to give out their real names, addresses, or phone numbers, without parental permission, when online.

Oclean does not seek or intend to seek to receive any personal information from minors. Should a parent or guardian have reason to believe that a minor has provided Oclean with personal information without their prior consent, please contact us to ensure that the personal information is removed and the minor unsubscribes from any of the applicable Oclean Service. If we learn that we have collected any personal information from children under 16 (and in certain jurisdictions under the age of 13) and we do not obtain permission from a parent, we will promptly take steps to delete such information and terminate the minor's account.

1. Agreement to the Terms; Amendments

1.1 By downloading, installing and using the Software or otherwise connecting or using the Oclean Service, you agree to accept this Agreement and to be fully bound by its terms. If you do not agree with the terms of this Agreement in whole or in part, then you are not permitted to, and you agree not to, access to or use the Oclean Service.

1.2 Oclean reserves the right to amend this Agreement from time to time at its sole discretion. Any amendments will be published on our website or to the Software, and become effective from the date of publication. After Oclean has amended the terms of this Agreement, if you do not accept the amended terms, you are not permitted to use the Oclean Service anymore and you agree to immediately discontinue using the Oclean Service. Oclean will use commercially reasonable efforts to notify you before Oclean makes material changes to this Agreement, by email or otherwise. Your continued use of the Oclean Service will be deemed acceptance of the amended terms of this Agreement.

2. Scope of Software Licensing

2.1 Oclean grants the User a personal, revocable, non-transferable, non-sublicensable, and non-exclusive license to use the Software in accordance with the terms of this Agreement.

2.2 The User can install, use, display and run Software on a single device for non-commercial purposes. The User agrees not to install, use or run the Software for commercial purposes. The User also agrees not to copy, alter, adapt, translate, lease, assign, publicly display, publicly perform, modify or otherwise exploit (i) the Software, (ii) any data released to the memory of any device during the operation of the Oclean Service, or (iii) the interactive data generated between the client and the server during the operation of the Oclean Service. In addition, the User agrees not to run the Software with unauthorized plug-ins, or create any derivative work in any form, including plug-ins, and the User agrees not to access 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 prior written authorization and license from Oclean.

2.3 Without the permission of Oclean, the User agrees not to install the Software on other types of devices that are not expressly permitted by Oclean, including set-top boxes, game consoles, televisions, and DVD players.

2.4 The User may make a copy of the Software for backup purposes only. The backup copy must incorporate all the proprietary rights notices incorporated in the original Software.

2.5 Except as expressly authorized by this Agreement or otherwise agreed to by Oclean in writing, Oclean does not grant other rights to the User with respect to the Software.

3. Software Installation and Upgrading

3.1 The User shall download and install the Software from the website designated by Oclean, from an official app store or distribution platform (like the Apple App Store or Google Play Store) where the Software may now or in the future be made available, or in another manner designated by Oclean. The User shall not download the Software from any unauthorized websites or distribution platforms. You acknowledge that downloading the Software from an unauthorized website or distribution platform may affect the operation of the Software or infect your mobile devices with malicious programs that can destroy your data and compromise your sensitive personal information. Oclean accepts no liability for any loss thereby caused to you in connection with downloading the Software from any unauthorized websites or distribution platform.

3.2 You may only connect to the Software using an Oclean Device.

3.3 The User must select the Software version that matches the Oclean Device on which the Software is installed. Any software problems, device problems or damages resulting from a mismatch between the Software version and the device model shall be solely assumed by the User.

3.4 Oclean reserves the right from time to time and at its sole discretion to provide a replacement, modified and upgraded version of the Software available to Users. Oclean reserves the right to charge for such replacement, modification or upgrade however Users must

(i) consent to such changes and (ii) install the replacement, modified or upgraded version of the Software. Oclean reserves the right to charge a fee for access to and use of certain features of the Software and Users will be notified of such fees in advance if such fees becoming effective and will be given an opportunity to agree to the payment of such fees. In providing the Software, Oclean may charge Users now or in the future. If the User refuses to pay such fees, the User will not be able to continue using relevant features of the Software.

3.5 Software will enable "upgrade prompt" feature by default for the User.

3.6 After a new version of the Software is released, all earlier versions of the Software will be unsupported and may eventually stop to operate. Oclean does not guarantee the security, continuous operation or customer services for any unsupported versions.

4. Creating an Account

4.1 Full use of the Oclean Service requires that you create an account (the "Account") by logging in through your "Account" from Oclean., or through certain third-party services providers such as Facebook or Google (each, a "Third Party Account"). We'll create your Account by extracting from your Third Party Account certain personal information such as your name and email address and other personal information that your privacy settings on the Third Party Account permit us to access. You are responsible for all activities that occur in association with your Account. We are not liable for any loss or damages caused by your failure to maintain the confidentiality of the credentials of your Third Party Accounts. Please notify the relevant third party services provider immediately if you discover or suspect any security breach related to your Third Party Accounts.

5. Usage Specifications

5.1 The User may only use the Oclean Service in accordance with this Agreement and applicable laws. The User is not permitted to and agrees not to commit the following acts:

5.2 Delete any copyright information displayed or otherwise included in the Software, or modify, delete or circumvent the technical measures set by the Software for the protection of intellectual property rights;

5.3 Reverse engineer, decompile, disassemble, modify, or otherwise attempt to obtain the source code of the Software;

5.4 Use our name, any trademark or logo, proprietary information or any Oclean Content, without our express written consent;

5.5 Access non-public areas of the Software or our computer systems;

5.6 Modify the Software by modifying or forging the instructions and data during the operation of the Software, or otherwise operate or disseminate the Software to the public, whether or not for commercial purposes;

5.7 Use the Software to commit any acts detrimental to network security, including 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 harm network security; interfering or attempting to interfere with the normal operation of the Software system or website; deliberately spreading malicious programs or viruses; carrying out other acts that destruct or interfere with normal network information services; or forging the name or partial names of TCP/IP data packet;

5.8 Log in or use the Software through third party software or systems not developed, authorized or approved by Oclean, or make, publish or disseminate such third party software or systems;

5.9 Copy, modify or create derivative works based on the Software (including Oclean Content);

5.10 Distribute, transfer, sublicense, lease, lend or rent the Oclean Service to any third party;

5.11 Use the Oclean Service to produce, reproduce, publish, transmit, disseminate or store any content that violates local laws and regulations;

5.12 Use the Oclean Service to produce, reproduce, publish, transmit, disseminate or store any content that infringes the legitimate rights such as intellectual property rights and trade secrets of others;

5.13 Use the Oclean Service to produce, reproduce, publish, transmit or disseminate any content that incorporates advertising information, promotional material, junk mail, spam or a contest or sweepstakes;

5.14 Use the Oclean Service and other services provided by Oclean, in a manner that violates any local laws and regulations, for any unlawful purpose or in any manner inconsistent with the licensed usage under this Agreement;

5.15 Provide false information to the Software;

5.16 Spread false or disparaging statements to mislead or deceive others, or to harm the goodwill of the Oclean Service, Oclean or its affiliates;

5.17 Commit any activities which harm or attempt to harm Oclean Service;

5.18 Impersonate or misrepresent your affiliation with Oclean or our affiliates;

5.19 Conduct any activities or produce, reproduce, publish, transmit or disseminate any content which Oclean has reason to believe are inappropriate; and

5.20 Encourage or enable any other individuals to do any of the foregoing.

5.21 Information Publication Specifications

5.21.1. We may permit you to use the Oclean Service 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 (collectively, the "User Content"). Without limiting the generality of the foregoing, User Content also includes

information and data generated by the Software directly based on User's activities such as step count, heart rate, sleep hours and calorie burned and that is directly associated with the User. Subject to the license that you grant to us in accordance with Section 5.2.2, you retain all rights to the User Content. You represent and warrant that you have all rights to grant us the license rights in your User Content under this Agreement. You also represent and warrant that neither your User Content, nor your use and provision of your User Content, nor any use of your User Content by Oclean on or through the Oclean Service will: (i) infringe, misappropriate or violate any third party's intellectual property rights, or rights of publicity or privacy; (ii) result in the violation of any applicable law or regulation; (iii) be obscene, defamatory, pornographic or otherwise offensive; (iv) promote violence, discrimination, racism, bigotry, hatred, harassment or harm against any individual or entity; or (v) promote any illegal or harmful activities or substances. You are solely responsible for all your User Content. Oclean may, in its sole discretion, modify or delete any of User Content, and may temporarily or permanently refuse to permit you to publish, transmit or disseminate any User Content.

5.21.2. By making any User Content available through the Oclean Service, you hereby grant to Oclean a non-exclusive, irrevocable, perpetual, transferable, worldwide, royalty-free license, with the right to sublicense, to use, copy, modify, distribute, translate, publicly display and publicly perform your User Content, in whole or in part, in connection with (i) operating and providing the Oclean Service to you and to other users of the Oclean Service, and (ii) the creation of an anonymized, aggregate dataset which Oclean can use to improve the Oclean Service and which will not be personally identifiable to you, as an individual User. To the extent that any User Content constitutes Personal Information as defined in the Privacy Policy, our collection, disclosure and use of such User Content will be in accordance with our Privacy Policy.

5.21.3. Without the permission of Oclean, you shall not carry out any commercial conduct through the Oclean Service, such as advertising and selling merchandise.

5.21.4. Oclean respects copyright law and expects its users to do the same. It is Oclean's policy to terminate in appropriate circumstances users who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. Please see our Copyright Policy for further information.

5.21.5. You as a user shall indemnify, defend and hold oclean, its affiliates, and their officers, directors, employees and agents, harmless 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, arising out of or in any way connected the user's use of the oclean service, user content and the user's violation of relevant laws or breach of this agreement.

6. Privacy Policy and Personal Data Protection

6.1 It is important for Oclean to protect your personal data. In order to provide the Oclean Service and improve user experience, Oclean will collect certain types of data as stated in our Privacy Policy. By accessing or using the Oclean Service, you agree that we can collect, use and protect your data in accordance with our Privacy Policy. The Privacy Policy is available on the following website [].

7. Service Risk and Disclaimer

7.1 The User agrees to bear the communication fees, information fees and related costs incurred in connection with accessing the Internet from the User's mobile devices including the Oclean Devices used to access the Oclean Service, including applicable fees and costs charged by third parties (such as telecommunications and mobile communication providers).

7.2 Oclean is not 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.

7.3 The functionality of the Oclean Service, may be impacted by factors out of control of Oclean, including user operations, network service quality, social environment differences, social engineering, and computer viruses. You agree to safeguard your mobile device, Oclean Devices, user data and password, and you agree to use best practices to create and manage your password to avoid data loss and harassment.

7.4 The Oclean Service may make available to you content, promotions, websites, apps, services and resources provided by third parties (collectively, "Third Party Services"), including links to third-party websites or resources. We do not control, endorse or adopt any Third-Party Services, do not guarantee the safety, accuracy and effectiveness of the Third-Party Services, and will have no responsibility for any Third Party Services including material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. You agree to assume all risks in connection with your interaction with or use of any Third-Party Services. You also acknowledge that this Agreement does not apply to any Third-Party Services. You are responsible for reading and understanding the terms and conditions and privacy policy that applies to your use of any Third-Party Services.

7.5 We will use commercially reasonable efforts to ensure that the Oclean Service and the technology and information involved are safe, effective, accurate and reliable; however, you accept and acknowledge that there are inherent risks associated with utilizing an internet-based software service and that oclean cannot guarantee the safety, effectiveness, accuracy or reliability of the software. You agree to use the software at your own risk.

7.6 To the maximum extent permitted by the applicable law, oclean and its affiliates disclaim all liability with respect to any personal injuries or incidental, special, punitive, exemplary or consequential damages, or damages for loss of revenue, loss of profits, loss of data, business interruption or other damages arising out of or in connection with: (1) this agreement; (2) the use or failure to use the oclean service; (3) unauthorized use of the oclean service or modification of the user's data by a third party; (4) costs and losses incurred by the user during use of the oclean service; (5) misunderstanding by the user of the oclean service; (6) other losses in connection with the oclean service for reasons not attributable to oclean, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not oclean or any other party has been informed of the possibility of such damages. Notwithstanding any provision in this agreement to the contrary, to the maximum extent permitted by applicable law, in no event will oclean's total liability arising out of or in connection with this agreement or from the use of or inability to use the oclean service, from all causes of action and under all theories of liability, exceed fifty dollars (\$50). The exclusions and limitations of damages set forth above are fundamental elements of the basis of the bargain

between oclean and you.

7.7 Except for any product warranties with respect to any oclean devices that oclean expressly provides in writing in separate agreements with the users: (i) the oclean service including any relevant services are provided “as is,” without warranty of any kind; and (ii) oclean explicitly disclaims all warranties, express or implied, including any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment and non-infringement, and any warranties arising out of the course of dealing or usage of trade.

7.8 If you have a medical condition, consult your doctor before using the oclean service. We are not responsible for any health or medical problems that may result from your use of the oclean service.

8. Intellectual Property Rights

8.1 Oclean owns all right, title and interest in and to the Software (which, for the avoidance of doubt, includes the Oclean Content), including copyright, trademark, patent, trade secret and any other intellectual property rights therein.

8.2 You acknowledge that the Oclean Service including any underlying technology are protected by local laws and regulations and corresponding international treaties. You agree not to remove, change or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Oclean Service. To the extent that any trademark is included or used in the Oclean Service, such trademarks are the properties of Oclean or its licensors and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. “Oclean Content” means text, graphics, images, software, audio, video, works of authorship of any kind, data, and information or other materials that are, either directly or indirectly, posted, generated or otherwise made available to you through the Oclean Service but excluding the User Content.

9. Feedback

9.1 We welcome feedback, comments and suggestions for improvements to the Services (the “Feedback”). You can submit Feedback through the Software. You grant to us a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license, with the right to sublicense, under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

10. Enforcement

10.1 Although we are not obligated to review or edit any User Content, we have the right to do so for the purpose of operating the Oclean Service, to ensure compliance with this Agreement and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to the Oclean Service (including any Oclean Content or User Content), at any time and without notice, including if we, at our sole discretion, consider any User Content to be objectionable or in violation of this Agreement. We have the right to investigate any actual or potential breach of this Agreement.

11. Cancellation, Suspension or Termination of Software

11.1 We may, at its sole discretion, cancel, suspend or terminate your access to and use of all

or any part of the Oclean Service, at any time and without notice or liability to you. Without limiting the generality of the foregoing, we may terminate your access to the Software and delete all related information and files (including User Content).

11.2 Upon any cancellation, suspension or termination of the Oclean Service, the following Sections of this Agreement will survive: 1.1, 2.2, 2.3, 5, 6, 7, 8, 9, 10, 11.2, 12 and 13.

12. Applicable Law and Dispute Resolution

12.1 The validity and interpretation of this Agreement shall be governed by the laws 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.

12.2 Both the User and Oclean agree that any dispute arising from the Software shall first be settled informally through good faith consultations. If no settlement can be reached through such consultations, either the User or Oclean may submit the dispute to a court of competent jurisdiction in ShenZhen City, GuangDong Province, People's Republic of China.

13. Miscellaneous

13.1 For any specific service of the Oclean Service, there may be a separate agreement and related business rules, etc. (hereinafter collectively referred to as the "separate agreement"). Unless a separate agreement provides otherwise, such separate agreement is subject to the terms and conditions of this Agreement. Please read and agree to relevant separate agreement before using such specific service.

13.2 You may not assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of Oclean. Any attempted assignment by you without such consent will be void. Oclean may freely assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without any prior notice to you or your prior consent. Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and assigns.

13.3 This Agreement was last updated on the date set out on the first page of this Agreement.

13.4 The headings to all the terms of this Agreement are for ease of reference only and shall be ignored in interpreting this Agreement. In this Agreement, unless the context indicates a contrary intention, use of the words "includes" or "including" or the abbreviation "e.g." means "including, without limitation", and the term "such as" will mean "such as without limitation".

13.5 If any provision of this Agreement is or becomes invalid or unenforceable for whatever reason, the remaining provisions hereof shall remain in full force and effect and binding upon the parties hereto, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

13.6 Our failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

13.7 This Agreement constitutes the entire and exclusive agreement between the parties pertaining to the subject matter hereof, and supersedes any and all prior agreements,

communications, and understandings (both written and oral) regarding such subject matter.

Shenzhen Yunding Information Technology Co.,Ltd

Sent from [Outlook for Android](#)