海尔无线服务使用协议

重要须知：青岛众海汇智能源科技有限责任公司（以下简称“本公司”或“海尔无线”）在此特别提醒用户认真阅读、充分理解本《软件许可安装协议》（下称《协议》）---用户应认真阅读、充分理解本《协议》中各条款，包括免除或者限制本公司责任的免责条款及对用户的权利限制条款。请您审慎阅读并选择接受或不接受本《协议》。除非您接受本《协议》所有条款，否则您无权安装或使用本软件及其相关服务。您的安装、使用、License获取和登录等行为将视为对本《协议》的接受，并同意接受本《协议》各项条款的约束。

本《协议》是您（下称“用户”）与本公司之间关于用户安装、使用软件，注册、使用、管理软件；以及使用本公司提供的相关服务所订立的协议。本《协议》描述本公司与用户之间关于“软件”许可使用及服务相关方面的权利义务。“用户”是指通过本公司提供的获取软件授权和License注册的途径获得软件产品及号码授权许可以及使用本公司提供的相关服务的个人或组织。

本《协议》可由本公司随时更新，更新后的协议条款一旦公布即代替原来的协议条款，恕不再另行通知。用户可重新下载安装本软件或网站查阅最新版协议条款。在本公司修改《协议》条款后，如果用户不接受修改后的条款，请立即停止使用本公司提供的软件和服务，用户继续使用本公司提供的软件和服务将被视为已接受了修改后的协议。

除本《协议》有明确规定外，本《协议》并未对利用本“软件”使用的本公司或合作单位的其他服务规定相关的服务条款。对于这些服务，一般有单独的服务条款加以规范，用户须在使用有关服务时另行了解与确认。单独的服务条款与本协议有冲突的地方，以单独的服务条款为准。如用户使用该服务，视为对相关服务条款的接受。

1 知识产权声明

1.1

本“软件”是由本公司开发。“软件”的一切版权、商标权、专利权、商业秘密等知识产权，以及与“软件”相关的所有信息内容，包括但不限于：文字表述及其组合、图标、图饰、图表、色彩、界面设计、版面框架、有关数据、印刷材料、或电子文档等均受中华人民共和国著作权法、商标法、专利法、反不正当竞争法和相应的国际条约以及其他知识产权法律法规的保护，除涉及第三方授权的软件或技术外，本公司享有上述知识产权。

1.2

未经本公司书面同意，用户不得为任何营利性或非营利性的目的自行实施、利用、转让或许可任何三方实施、利用、转让上述知识产权，本公司保留追究上述未经许可行为的权利。

2 “软件”授权范围

2.1

用户可以在单台或者多台计算机、终端机、工作站（下统称“计算机”）上安装、使用、显示、运行本“软件”。运行环境通常为一台或多台服务器，多台客户端计算机。本软件为平台级应用软件，包含多个子系统模块，每个模块需单独安装、部署、授权及进行License分配。本公司根据相关协议提供以上不同模块的安装组合给用户。

2.2

用户不得未经本公司许可，将本“软件”安装在未经本公司明示许可的其他计算机设备上。

2.3

保留权利：未明示授权的其他一切权利仍归本公司所有，用户使用其他权利时须另外取得本公司的书面同意。

2.4

除本《协议》有明确规定外，本《协议》并未对利用本“软件”访问的本公司或合作单位的其他服务规定相关的服务条款，对于这些服务有可能有单独的服务条款加以规范，请用户在使用有关服务时另行了解与确认。

3 用户使用须知

3.1

用户应保证其提供给本公司的资料均为真实无误。

3.2

关于本公司软件使用

3.2.1

用户可以通过购买注册海尔License使用本公司提供的与购买软件相关的各种服务。用户通过购买软件License使用本公司的服务时，须同时遵守各项服务的服务条款。

3.2.2

软件的著作权归本公司所有，用户完成申请注册手续后，获得软件的使用权。

3.2.3

公司软件License使用权仅属于初始申请注册人，禁止赠与、借用、租用、转让或售卖。如果软件发现使用者并非License初始注册人，公司有权在未经通知的情况下回收该License而无需向该账号使用人承担法律责任，由此带来的包括并不限于中断、清空等损失由用户自行承担。本公司禁止用户私下有偿或无偿转让License，以免因软件问题产生纠纷，用户应当自行承担因违反此要求而遭致的任何损失，同时本公司保留追究上述行为人法律责任的权利。

3.2.4

用户承担软件使用License的保管责任，并就其基于License项下之一切活动负全部责任。用户须重视软件License保护。用户同意如发现他人未经许可使用其License时立即通知本公司。

3.3

用户在遵守法律及本《协议》的前提下可依本《协议》使用本“软件”。用户无权实施包括但不限于下列行为：

3.3.1

用户通过非本公司开发、授权或认可的三方兼容软件、系统登录或使用本公司软件及服务，用户针对本公司的软件和服务使用非本公司开发、授权或认证的插件和二次开发软件；

3.3.2

删除本“软件”及其他副本上所有关于版权的信息、内容；

3.3.3

对本“软件”进行反向工程、反向汇编、反向编译等；

3.3.4

对于本“软件”相关信息等，未经本公司书面同意，用户擅自实施包括但不限于下列行为：使用、出租、出借、复制、修改、链接、转载、汇编、发表、出版，建立镜像站点、擅自借助本“软件”发展与之有关的衍生产品、作品、服务、插件、外挂、兼容、互联等。

3.3.5

利用本“软件”发表、传送、传播、储存违反国家法律、危害国家安全、祖国统一、社会稳定、公序良俗的内容，或任何不当的、侮辱诽谤的、淫秽的、暴力的及任何违反国家法律法规政策的内容。

3.3.6

利用本“软件”发表、传送、传播、储存侵害他人知识产权、商业秘密权等合法权利的内容；

3.3.7

传送或散布以其他方式实现传送含有受到知识产权法律保护的图像、相片、软件或其他资料的文件，作为举例（但不限于此）：包括版权或商标法（或隐私权或公开权），除非用户拥有或控制着相应的权利或已得到所有必要的认可；

3.3.8

使用任何包含有通过侵犯商标、版权、专利、商业机密或任何一方的其他专有权利的方式利用本“软件”获得的图像或相片的资料或信息；

3.3.9

任何人进行任何危害计算机网络安全的行为，包括但不限于：使用未经许可的数据或进入未经许可的服务器/账号；未经允许进入公众计算机网络或者他人计算机系统并删除、修改、增加存储信息；未经许可，企图探查、扫描、测试本“软件”系统或网络的弱点或其它实施破坏网络安全的行为；企图干涉、破坏本“软件”系统或网站的正常运行，故意传播恶意程序或病毒以及其他破坏干扰正常网络信息服务的行为；伪造TCP/IP数据包名称或部分名称；

3.3.10

通过修改或伪造软件作品运行中的指令、数据、数据包，增加、删减、变动软件的功能或运行效果，不得将用于上述用途的软件通过信息网络向公众传播或者运营；

3.3.11

将本软件及本公司提供的服务用于核设施运行、生命维持或其他会使人类及其财产处于危险之中的重大设备。用户明白本软件及本公司提供的服务并非为以上目的而设计，如果因为软件和服务的原因导致以上操作失败而带来的人员伤亡、严重的财产损失和环境破坏，本公司将不承担任何责任；

3.3.12

制作、发布、传播用于窃取相关或者其它软件及他人专属信息、财产、保密信息的软件；

3.3.13

在未经本公司书面明确授权前提下，出售、出租、出借、散布、转移或转授权软件和服务或相关的链接或从使用软件和服务或软件和服务的条款中获利，无论以上使用是否为直接经济或金钱收益；

3.3.14

其他以任何不合法的方式、为任何不合法的目的、或以任何与本协议不一致的方式使用本软件和和本公司提供的其他服务；

3.3.15

用户若违反上述规定，本公司有权采取终止、完全或部分中止、限制用户对软件的使用功能。

3.4

本“软件”同大多数互联网软件一样，受包括但不限于用户原因、网络服务质量、社会环境等因素的差异影响，可能受到各种安全问题的侵扰，如他人利用用户的资料，造成现实生活中的骚扰；用户下载安装的其它软件或访问的其他网站中含有“特洛伊木马”等病毒，威胁到用户的计算机信息和数据的安全，继而影响本“软件”的正常使用等等。用户应加强信息安全及使用者资料的保护意识，要注意加强密码保护，以免遭致损失和骚扰。

3.5

非经本公司或本公司授权开发并正式发布的其它任何由本“软件”衍生的软件均属非法，下载、安装、使用此类软件，将可能导致不可预知的风险，由此产生的一切法律责任与纠纷一概与本公司无关。建议用户不要轻易下载、安装、使用此类软件，否则引起的一切法律责任纠纷一概与本公司无关。

3.6

一般而言，本公司基于下列原因需要使用到用户的资料信息：（1）执行软件验证服务。（2）执行软件升级服务。（3）提高您的使用安全性并提供客户支持。（4）执行本公司公司的隐私保护声明。

3.7

“用户同意”的方式有：（1）接受本协议及本公司发布的服务条款；（2）用户通过电子邮件、电话、传真、及时通信等方式所作的口头或者书面表示；（3）协议或者服务声明中有“默认同意”条款且用户对此无异议；（4）其他本公司与用户均认可的方式。

3.8

本“软件”的替换、修改和升级：本公司保留在任何时候通过为您提供本“软件”替换、修改、升级版本的权利以及为替换、修改或升级收取费用的权利。

3.9

本“软件”使用的第三方的软件或技术

3.9.1

本“软件”可能会使用第三方的软件或技术，该等使用均是获得了合法授权的。如因本“软件”使用的第三方软件或技术引发的任何纠纷，由该第三方负责解决，本公司不承担任何责任。

本公司不对该第三方软件或技术提供客服支持，若用户需要获取支持，请与该第三方联系。

3.9.2

本“软件”如果使用了第三方的软件或技术，该第三方对该等使用有要求且需要用户遵守的，则用户应当遵守该等要求。本《协议》的附件将向用户介绍本“软件”使用了的第三方的软件或技术，并将向用户提供该第三方网络链接地址，用户可以通过点击该网络链接地址浏览、阅读、了解该第三方提出的该等软件或技术的使用要求。

3.9.3

本《协议》上述第3.9.2条提到，本《协议》附件将对本“软件”所使用的第三方的软件或技术进行介绍。用户充分理解到：该介绍仅仅是本公司依照该第三方提供的情况，并根据本公司的理解对该等软件或技术所作的一个大致的介绍。本公司并不对该等软件或技术的功能、性质及其他情况作任何明示的或者默示的担保，也不保证该介绍就是对该等软件或技术所有情况的全面的、细致的介绍。用户如需对该等软件或技术进行全面细致的了解，应当直接与该第三方联系。

3.9.4

本《协议》上述第3.9.2条提到，第三方可能对本“软件”使用其授权的软件或技术有相关要求，且需要用户遵守，本《协议》附件将向用户提供第三方的网络链接地址，供用户了解第三方的相关要求。用户充分理解到：本《协议》附件所提供的第三方的网络链接地址，是本公司根据第三方提供的当前的网络链接地址而向用户提供的。该第三方有可能变更上述网络链接地址，也有可能对本“软件”使用其授权的软件或技术的相关要求进行变更，而本公司可能不能及时更新上述网络链接地址。因此，用户需要及时了解该第三方上述网络链接地址及相关要求的变更。而且，用户还充分理解到：第三方的相关要求可能会以“软件使用许可协议”、“授权协议”或者其他的形式来表达，是本《协议》不可分割的组成部分，与本《协议》具有同等的法律效力。且如该等要求需要用户遵守而您没有遵守时，该第三方或者国家司法机关可能会对您提起诉讼、罚款或其他的制裁措施，且要求本公司给予协助。

3.9.5

您充分理解到：本《协议》附件所提到的本“软件”使用的第三方授权的软件或技术，仅仅是本“软件”当前“正在”使用的第三方授权的软件或技术，本公司并不保证本“软件”将会永久地使用该等软件或技术，也不保证将来不会使用该第三方的其他的软件或技术，还不保证将来不会使用非该第三方的同类型或不同类型的软件或技术。

4 法律责任与免责

4.1

利用的许可

4.2

本公司特别提请用户注意：本公司为了保障公司业务发展和调整的自主权，本公司拥有随时自行修改或中断软件授权而不需通知用户的权利，如有必要，修改或中断会以通告形式公布于本公司网站重要页面上。

4.3

用户违反本《协议》或相关的服务条款的规定，导致或产生的任何第三方主张的任何索赔、要求或损失，包括合理的律师费，用户同意赔偿本公司与合作公司、关联公司，并使之免受损害。

4.4

使用本“软件”由用户自己承担风险，本公司及合作单位对本“软件”不作任何类型的担保，不论是明示的、默示的或法令的保证和条件，包括但不限于本“软件”的适销性、适用性、无病毒、无疏忽或无技术瑕疵问题、所有权和无侵权的明示或默示担保和条件，对在任何情况下因使用或不能使用本“软件”所产生的直接、间接、偶然、特殊及后续的损害及风险，本公司及合作单位不承担任何责任。

4.5

使用本“软件”涉及到互联网服务，可能会受到各个环节不稳定因素的影响，存在因不可抗力、计算机病毒、黑客攻击、系统不稳定、用户所在位置、用户关机，非法内容信息、骚扰信息屏蔽以及其他任何网络、技术、通信线路、信息安全管理措施等原因造成的用户的经济损失，本公司及合作单位不承担任何责任。

4.6

用户因第三方如电信部门的通讯线路故障、技术问题、网络、电脑故障、系统不稳定性及其他各种不可抗力原因而遭受的一切损失，本公司及合作单位不承担责任。

4.7

因技术故障等不可抗事件影响到服务的正常运行的，本公司及合作单位承诺在第一时间内与相关单位配合，及时处理进行修复，但用户因此而遭受的一切损失，本公司及合作单位不承担责任。

5

隐私权政策

有关您的若干信息及其它资料将受到中国有关隐私的法律和本公司《隐私权政策》之规范，请仔细阅读隐私权政策。

海尔集团及其附属公司（下称"Haier"、”海尔”、"本公司"、"我们"）了解隐私权对客户的重要性，我们力求明确说明我们是如何收集、使用、披露、传送及存储您的信息的。本隐私政策概述了我们的信息处理做法。本隐私政策适用于引用或链接本隐私政策的海尔设备、网站或在线应用程序（统称为我们的"服务"）。

虽然本隐私政策适用于我们的所有服务，但我们也针对特定服务制定了某些明确的隐私权补充条文，其中包含有关我们的信息处理做法的其他信息。使用相关的服务时，必须遵守这些补充条文。当我们进行其它数据收集处理活动时会另外取得您的同意。

请注意，本隐私政策也适用于您对海尔设备（与我们的网站和在线应用程序同属本隐私政策涵盖的服务）的使用。无论您是使用计算机、手机、平板电脑、电视还是其他设备访问我们的服务，本隐私政策也一概适用。请务必仔细阅读本隐私政策，因为只要您使用我们的服务，就表示您同意隐私政策及补充条文中所描述的做法。如果您不同意隐私政策中所描述的做法，请不要使用我们的服务。

5.1

我们会收集哪些信息

5.1.1

您直接提供的信息：某些服务会要求您直接向我们提供信息，如会员注册、购买、送货及安装服务。

会员注册：当您注册海尔无线会员及您在使用海尔无线平台提供的相关服务时填写及/或提交的信息，包括您的姓名、性别、出生年月日、身份证号码、电话号码、电子邮箱、地址等相关附加信息（如您所在的省份和城市、邮政编码等）。

购买、兑换、送货及安装等服务：我们可能会询问您的姓名、联系信息、配送地址等，以便处理您的订单。

在您使用服务过程中收集的信息。

5.1.2

除了您提供的信息外，我们还可能通过您设备中的软件以及其他方式来收集您使用我们的服务的相关信息，如设备信息、日志信息、位置信息等。

设备信息：您下载或使用海尔无线或其关联公司客户端软件，或访问移动网页使用海尔无线平台服务时，海尔无线平台可能会读取与您移动设备相关的信息，包括但不限于硬件型号、IMEI号码和其他唯一设备标识符、MAC地址、IP地址、操作系统版本以及用于访问服务的设备的设置。

日志信息：在您使用海尔无线平台服务，或访问海尔无线平台网页时，海尔无线自动接收并记录的您的浏览器和计算机上的信息，包括但不限于您的IP地址、浏览器的类型、使用的语言、访问日期和时间、软硬件特征信息及您需求的网页记录等数据。

位置信息：您下载或使用海尔无线或其关联公司客户端软件，或访问移动网页使用海尔无线平台服务时，海尔无线可能会读取与您位置信息，例如设备的GPS信号或附近的WiFi接入点和手机信号发射塔的相关信息，这些信息可能会在您使用某些服务时传送给我们。

5.1.3

第三方来源信息：我们可能从公开市场购买获得您的信息（在法律允许的情况下），并可能将其与收到的或与您有关的其他信息组合。如果您选择连接第三方社交网络服务，我们也可能从这些服务获得您的信息。

5.1.4

我们收集的其它信息：除上述信息外，我们也可能通过其他方式收集有关您、您的设备或使用服务情况的其他信息，这些方式会在收集时向您说明，或者征得您的同意。包括您与我们的客户服务团队联系时您提供的相关信息，您参与问卷调查时向我们发送的问卷答复信息，以及您与海尔无线的关联方、海尔无线合作伙伴之间互动时我们收集的相关信息。您可以选择不提供某些类型的信息（例如，我们在海尔会员注册过程中请求的信息），但这样可能会影响您使用某些服务的能力。

5.2

Cookie和网络Beacon的使用

5.2.1

Cookie技术：您访问海尔无线平台相关网站或使用海尔无线平台提供的服务时，我们可能会通过小型数据文件识别您的身份，这么做是帮您省去重复输入注册信息的步骤，或者帮助判断您的账户安全。这些数据文件可能是Cookie，Flash Cookie，或您的浏览器或关联应用程序提供的其他本地存储（统称“Cookie”）。

Cookie是计算机、电视、手机或其他设备上存储信息的小文件。在您的设备上放置Cookie

的实体可以通过Cookie在不同网站、服务、设备和/或浏览会话中识别您。Cookie具有许多用途。例如：Cookie可以记住您的登录凭据，这样您就不必在每次登录服务时都输入这些凭据。Cookie帮助我们和第三方了解我们的哪部分服务最受欢迎，因为Cookie有助于我们查看访问者访问的是哪些页面和功能，以及在这些页面上花费多长时间。了解此类信息后，我们就能更有效地改善服务并为您提供更好的体验。Cookie帮助我们和第三方了解您观看了哪些广告，这样您就不会在每次访问服务时都收到相同的广告。Cookie通过收集您使用我们的服务以及其他网站和应用程序的信息，帮助我们和第三方为您提供相关的内容和广告。

如果您使用Web浏览器访问服务，可以将浏览器配置为接受所有Cookie、拒绝所有Cookie

或发送Cookie时通知您。每种浏览器都是不同的，因此请查看浏览器的“帮助”菜单以了解如何更改您的Cookie首选项。您的设备的操作系统可能包含其他Cookie控件。

请您理解，我们的某些服务只能通过使用“Cookie”才可得到实现。如果您的浏览器或浏览器附加服务允许，您可以修改对Cookie的接受程度或者拒绝海尔无线的Cookie，但这一举动在某些情况下可能会影响您安全访问海尔无线平台相关网站和使用海尔无线平台提供的服务。

5.2.2

网络beacon技术：网页上常会包含一些电子图象（称为"单像素"GIF文件或"网络beacon"），使用网络beacon可以帮助网站计算浏览网页的用户或访问某些cookie，我们会通过网络beacon收集您浏览网页活动的信息，例如您访问的页面地址、您先前访问的援引页面的位址、您停留在页面的时间、您的浏览环境以及显示设定等。

5.3

我们如何使用信息

我们可能将所收集的信息用于以下用途：

5.3.1

为您或您的设备进行服务注册。

5.3.2

提供您请求的服务或功能。

5.3.3

提供定制内容并根据您过去使用我们的服务的活动进行推荐，包括但不限于通过邮件、短信、微信、电话等发出产品和服务信息，或通过系统向您展示个性化的第三方推广信息，或者在征得您同意的情况下与海尔无线的合作伙伴共享信息以便他们向您发送有关其产品和服务的信息。

5.3.4

营销信息，例如根据您的产品使用情况，不定时向您发送产品使用提醒或产品市场活动信息。

5.3.5

评估和分析市场、客户、产品及服务（包括询问您对我们的产品和服务的意见，以及执行客户调查）：我们可能会将来自某项服务的个人信息与来自其他服务的信息结合起来，用于为了给您提供更加个性化的服务使用，例如让您拥有更广泛的社交圈的需要而使用、共享或披露。

5.3.6

了解用户使用我们的服务的方式，以便我们改善服务并开发新产品和服务。

5.3.7

为您的设备提供维护服务。

5.3.8

在法律允许的情况下进行免费抽奖、有奖竞赛或促销。

5.3.9

我们可能使用您的个人信息以预防、发现、调查欺诈、危害安全、非法或违反与我们或其关联方协议、政策或规则的行为，以保护您、其他我们用户，或我们或其关联方的合法权益。

5.3.10

征得您同意的其他用途。

5.4

我们如何共享信息

未经您的同意，我们将不会向第三方披露您的信息以用于其各自的独立市场营销或商业用途。但是，我们可能向下列实体披露您的信息：

5.4.1

附属公司。您的信息可能在海尔集团附属公司内共享。

5.4.2

业务合作伙伴。我们也可能与可信的业务合作伙伴（包括无线运营商）共享您的信息。这些实体可能使用您的信息来提供您请求的服务、对您的喜好进行预测，并可能向您提供促销材料、广告以及其他材料。

5.4.3

服务提供商。我们也可能向为我们或代表我们提供服务的公司披露您的信息，如协助我们处理账单或代表我们发送电子邮件的公司，但这些实体只能将您的信息用于为我们提供服务。

5.4.4

法律要求或保护我们的服务所必需的其他各方。在有些情况下我们可能会向其他各方披露您的信息：

5.4.5

遵守法律或服从强制性的法律程序（如搜查证或其他法院命令）。

5.4.6

确认或强制遵循我们的服务策略；以及保护海尔、我们的各个附属公司、业务合作伙伴或客户的权利、财产或安全。

5.4.7

与公司事务有关的其他各方。在公司合并、转让或破产过程中，我们可能会向第三方披露您的信息。

5.4.8

征得您同意的其他各方。除本隐私政策中描述的披露情况之外，我们也可能在您同意共享或提出共享请求时与第三方共享您的信息。

5.4.9

您的选择权利：对于我们如何使用您的信息，我们给您提供了多种选择。您可以根据退订提示来选择是否接受我们的促销信息。另外您可以在设置中进行选择，或者访问相关网站。

5.5

我们如何确保您的信息安全

为保障您的信息安全，我们努力采取各种合理的物理、电子和管理方面的安全措施来保护您的信息，使您的信息不会被泄漏、毁损或者丢失，包括但不限于SSL、信息加密存储、数据中心的访问控制。我们对可能接触到您的信息的员工或外包人员也采取了严格管理，包括但不限于根据岗位的不同采取不同的权限控制，与他们签署保密协议，监控他们的操作情况等措施。海尔无线会按现有技术提供相应的安全措施来保护您的信息，提供合理的安全保障，海尔无线将尽力做到使您的信息不被泄漏、毁损或丢失。

您的账户均有安全保护功能，请妥善保管您的账户及密码信息。海尔无线将通过向其它服务器备份、对用户密码进行加密等安全措施确保您的信息不丢失，不被滥用和变造。尽管有前述安全措施，但同时也请您理解在信息网络上不存在“完善的安全措施”。

6

其他条款

6.1

本《协议》所定的任何条款的部分或全部无效者，不影响其它条款的效力。

6.2

本《协议》的解释、效力及纠纷的解决，适用于中华人民共和国法律。若用户和本公司之间发生任何纠纷或争议，首先应友好协商解决，协商不成的，用户在此完全同意将纠纷或争议提交本公司所在地即青岛有管辖权的人民法院管辖。

6.3

本《协议》版权由本公司所有，本公司保留一切解释权利。本文中提及的软件和服务名称有可能为本公司的注册商标或商标，受法律保护。

Important Information: Qingdao Zhonghaihuizhi Power Tech Co. Ltd. (hereinafter referred to as the "Company" or "Haier Wireless") hereby reminds you, namely the User, to read through this Software License Agreement (hereinafter the "Agreement") and make sure that you understand all terms and conditions stipulated herein, including those about exempting or limiting the liability of Haier Wireless and those restricting the rights of the User. Please read through this Agreement and decide whether to accept it. You are not allowed to download, install or use the Software and to use related services unless you accept all terms and conditions of this Agreement. Your download, installation, acquisition of License and Login shall be regarded as that you have accepted this Agreement and you will be bound by this Agreement.

This Agreement, between the User and Haier Wireless, is an agreement concerning the User's downloading, installation, use and management, as well as the use of related services provided by Haier Wireless. This Agreement stipulates the rights and obligations of You and Haier Wireless regarding the licensed use and related services. "The User" or "You" herein refers to a person or entity who obtains the Software License and/or the Software products provided by Haier Wireless.

This Agreement is subject to modifications by Haier Wireless from time to time and without prior notice to the User. All old Versions shall be replaced by the Modified Versions newly published. Users can read the updated Agreement by logging in the Software or checking on the Website at any time. The User should stop using Software and services provided by Haier Wireless if he/she does not agree with any contents of the Modified Versions, or otherwise it shall be deemed as that the user has accepted the Modified Versions of this Agreement.

Except those indicated in this Agreement, other services, which may be offered by Haier Wireless or its Partners during the use of this Software, are usually subject to independent service agreements, and the User shall make himself/herself familiar with and confirm his/her acceptance of such service agreements when uses the relevant services. If there are conflicts between separate terms of service and this Agreement, the separate terms of service will govern. By using those services, the User shall be regarded as having accepted the relevant terms of service.

1. Statement of Intellectual Property

1.1

The Software was developed by Haier Wireless. All intellectual properties, trade mark rights and patent rights in the Software and all information related to the Software, including but not limited to written expressions and their combinations, icons, decorations, charts, colors, page designs, page frameworks, data, printings and electronic documents, are under the protection of copyright laws, trademark law, Patent Law, Law of the People's Republic of China against Unfair Competition and international copyright treaties and other intellectual property laws and regulations. Except those involved in software or technologies authorized by a third party, Haier Wireless is entitled to all the above Intellectual Properties.

1.2

Without the written consent of Haier Wireless, the User may not implement, use, transfer or permit any third party to implement, use or transfer the above intellectual property by himself/herself for the purpose of profit or nonprofit, and Haier Wireless reserves the right to investigate the above behaviors unauthorized.

2. Scope of Application

2.1

User can install, use, display and operate the Software on a single or multiple computers, terminals, workstations (collectively referred to as the "Computer"). The Software is an Application for the Operation Platforms, and includes multiple sub-systems, each of which shall be installed, arranged, licensed and sub-licensed independently. The Company provides, according to the relevant agreements, a combination of these sub-systems for the User to install as a whole.

2.2

Without the permission of Haier Wireless, the User shall not install the Software in any other computers not authorized expressly by the Haier Wireless.

2.3

Rights reserved: All other rights not hereby licensed still belong to Haier Wireless. When uses any other rights, User shall obtain separate written approval from Haier Wireless.

2.4

Except those indicated in this Agreement, other services, which may be offered by Haier Wireless or its Partners during the use of this Software, are usually subject to independent service agreements, and the User shall make himself/herself familiar with and confirm his/her acceptance of such service agreements when uses the relevant services.

3. Terms and Conditions

3.1

The User shall provide accurate and authentic information when registering for the Software or other services offered by the Company.

3.2

Use of Software

3.2.1

The User may use all services, offered by Haier Wireless concerning the Software, by registering for or purchasing the License in compliance with this Agreement.

3.2.2

All copyrights related to the Software are the property of Haier Wireless, and the Registered User only has the right to use the Software.

3.2.3

The Software License can only be used by the initial registrant. It is not allowed to be presented as a gift, lent, rented, transferred or sold. If Haier Wireless finds that the Software License is not being used by the initial registrant, Haier Wireless is entitled to reclaim the said Software License, without bearing any legal liability to the said user. The User shall bear the losses including, but not limited to, communication interruption, information and game item missing caused by the foresaid cases. In order to prevent disputes on the Software License, the User is not allowed to privately transfer the Software License with or without consideration; the User shall bear all possible losses arising from the breach of this requirement. Further, Haier Wireless reserves the right to investigate against any User in breach of the above.

3.2.4

The User shall be responsible for the safekeeping of the Software License, and be fully responsible for all activities related to the use thereof. The User shall pay attention to the safekeeping of the Software License. The User agrees that such a case shall be immediately notified to Haier Wireless as the User's License is being used by others without permission.

3.3

The use of this Software by the User is subject to the laws and this Agreement. The User shall not conduct any improper and illegal activities, including but not limited to:

3.3.1

Log in or use software and services of Haier Wireless by means of using a third party's software or system not developed, authorized or approved by Haier Wireless Company; use any plug-ins or secondary-developed software, which are not developed, authorized or approved by Haier Wireless Company, for the purposes of using the Software.

3.3.2

Delete the copyright statements attached to the Software and its copies.

3.3.3

Execute reverse engineering, reverse compiling or decompiling to the Software.

3.3.4

During using the Software, without the prior written consent of Haier Wireless, use, copy, revise, link to, cite, compile, issue or publish the information of the Software, or to build mirror website of the said information or to develop related derivative products, works or services by using the Software.

3.3.5

By using the Software, publish, deliver, transmit or store any content that contravenes national law, or threatens the national security, reunification of the nation, social stability, or anything that is inappropriate, insulting, defamatory, obscene, and violent against the national laws, regulations and policies.

3.3.6

By using the Software, publish, deliver, transmit or store content that infringes other's intellectual property rights or trade secrets.

3.3.7

Distribute or transmit files including pictures, photos, software or other materials, which are under the protection of intellectual property law, such as, but not limited to, copyright or trademark laws (or right of privacy or right to publicize), unless the User owns or controls the related rights or have obtained the necessary authorization.

3.3.8

Use any material or information that contains pictures or photos which have been acquired by infringing the existing trademark, copyright, patent, trade secrets or other exclusive rights of any third party.

3.3.9

Take any actions to threaten the security of the network, including but not limited to, use data or enter server/License without permission; enter public networks or private computer and delete, copy, amend or add stored information without permission; without permission, attempt to detect, scan or test the weakness of the Software system or the network or attempt to conduct any other activities to damage the network security system; attempt to intervene with, affect the normal operation of, the Software or the network; intentionally spread malicious programs or viruses, and take other actions to damage or intervene with the normal information service of the network; forge part or all of the titles of TCP/IP packages.

3.3.10

By forging the instructions, data and data packages used for the running of software works to add, delete, decrease or change the functions or running effects of software; spread the Software specified herein to the public through any information networks for business or any other purposes;

3.3.11

Apply the Software and services offered by Haier Wireless to the running of nuclear facility, life supporting systems or any other important equipment endangering any persons or properties. Understand that the Software and services offered by Haier Wireless are not designed for the above purposes, and Haier Wireless will not bear any responsibility for any injuries, losses or damages caused to any persons, properties or environment due to any unsuccessful operations related the Software and services;

3.3.12

Make, issue or spread any software in order to steal Software License and others' exclusive information, properties and confidential information;

3.3.13

Without prior written permits by Haier Wireless, sell, lease, lend, spread, transfer or sublicense software and service or relevant links, or gain profits from using software and services or any terms or conditions specified for any software or services, no matter whether such profits are direct or indirect economic incomes or money;

3.3.14

Use the Software and any other services offered by Haier Wireless in any other illegal manners, for any illegal purposes or in any forms inconsistent with the Agreement;

3.3.15

Understand that Haier Wireless has the right to terminate, suspend in part or in whole, or restrict the functions of the User's License in cases of any breaches of the above clauses by the User.

3.4

Similar to most Internet software, the Software is vulnerable to all kinds of security threats caused by, including but not limited to User operation, network service and social environment, for example, third party may make use of the User's information to cause disturbance to the User's real life; the User may download and install other software containing viruses, such as Trojan Horse, that threaten the security of the User's computer and data and as a result, adversely affect the normal use of this Software. The User should enhance his or her awareness to information security and personal data protection, and be careful in enhancing the protection of his or her password, so as to avoid loss and disturbance.

3.5

All software derived from the Software that are not developed and formally released by Haier Wireless or not authorized by Haier Wireless, are illegal. It may bring about unpredictable risks to the User who downloads, installs or uses the said illegal software. The User should not download, install or use them. Haier Wireless shall not be responsible for any legal liability and disputes arising therefrom.

3.6

In general, Haier Wireless may use the User's personal information for the following reasons: (1) to carry out the Software verification service; (2) to upgrade the Software; (3) to improve the security of the use of the Software and provide supports for the User; and (4) to implement the Privacy Policies of Haier Wireless.

3.7

The User may show his/her consent by the following means: (1) accepting this Agreement and the terms of service issued by Haier Wireless; (2) verbal or written consent via email, telephone, fax or instant message, etc.; (3) not protesting against the articles of "implied consent" in the Agreement or the service statement; and (4) other means accepted by both Haier Wireless and the User.

3.8

Replacement, modification and upgrade of the Software: Haier Wireless reserves the right to replace, modify and upgrade the Software at any time and at any rates.

3.9

Third party's software and technologies adopted in the Software

3.9.1

The use of any software or technologies of any third parties in the Software have been legally authorized. Any dispute arising from the software or technology of a third party shall be resolved by the third party, and Haier Wireless does not bear any responsibilities related to such software or technologies.

Haier Wireless does not provide any customer supports for any third party's software or technologies. If the User needs help, please contact the corresponding third party.

3.9.2

If the "Software" uses the software or technologies of a third party, and the third party has requirements on such use and requires the User to follow, the User shall comply with such requirements. The Annex to the Agreement will introduce the third party's software or technologies used by the "Software" to the User, and provide the User with the third party's network link address. The User may browse, read and know the third party's requirements on using such software or technologies by clicking the network links.

3.9.3

As mentioned in above Clause 3.9.2 of the Agreement, the Annex to the Agreement will introduce the third party's software or technologies used by the "Software". The User fully understands: Haier Wireless just made a rough introduction to the software or technologies according to the situations offered by the third party and Haier Wireless' comprehension. Haier Wireless neither makes any explicit indication or implied guarantee to functions, nature and other conditions of the software or technologies, nor ensure the introduction is all-around and detailed about all aspects of the software or technologies. The User shall directly contact the third party for a comprehensive apprehension of the software or technologies.

3.9.4

As mentioned in above Article 3.9.2 of the Agreement, the third party may have relevant requirements on software or technologies authorized by him/her and used in the "Software" and require the User to follow them. The Annex to the Agreement will provide the User with the third party's network links to know relevant requirements of the third party. The User fully understands: the third party's network link address offered in the Annex to the Agreement is provided by Haier Wireless according to the current network link address offered by the third party. The third party is likely to alter the foresaid network link address or relevant requirements on software or technologies authorized by him/her and used in the "Software", and maybe Haier Wireless does not update the foresaid network link address in time. Therefore, the User shall get acquainted with alterations of the foresaid network link address and relevant requirements of the third party in time. Furthermore, the User also fully understands: the third party's relevant requirements may be expressed in the form of Software Use License Agreement, License Agreement or other form, which compose part of the Agreement and have the equal legal effect with the Agreement. Moreover, if such requirements need the User to be followed, but you fail to follow them, the third party or the State's judicial authority may take such measure to you as lawsuit, penalty or other sanctions and request Haier Wireless to offer assistance.

3.9.5

You fully understand: the software or technologies authorized by the third party and used in the "Software" as mentioned in the Annex to the Agreement are just those being currently used in the "Software". Haier Wireless neither ensures that the "Software" will permanently use such software or technologies, nor ensures that Haier Wireless will not use other software or technologies of the third party or like or unlike software or technologies of a party except the third party.

4 Legal Obligations and Disclaimers

4.1

Permits for Use

4.2

Haier Wireless hereby reminds the User that, in order to reserve the discretionary rights of Haier Wireless in its business development and adjustment, Haier Wireless shall be entitled to amend or suspend the license of the Software at any time and without prior notice to the User. If necessary, the notice of amendment or suspension will be published on Haier Wireless' website.

4.3

If the User's breach of this Agreement or relevant terms of service brings about any third party's claims, demands or losses, including reasonable attorney's fee, the User hereby agrees to indemnify and keep Haier Wireless and its Partners or affiliated companies indemnified against all losses incurred because of the said claims, demands or losses.

4.4

The User shall bear all risks arising from the use of the Software. Haier Wireless and its Partners do not provide any warranties in any forms for the Software, whether express, implied, or statutory warranty and condition, including but not limited to express or implied warranties and condition as to its MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, virus-free, negligence-free, or free from technical defect, or that the Software is properly owned and does not infringe any existing rights. Haier Wireless and its Partners bear no responsibility for any direct, indirect, incidental, particular and subsequent loss and risk because of the use of the Software or failure to use the same in any circumstances.

4.5

The use of the Software involves the Internet service, which may be affected by various unstable factors; Since the service may be suspended or blocked because of force majeure events, computer virus, hacker attack, instability of the system, the location of the User, User switching off the computer, illegal information and blocking of the harassing information, as well as other issues related to the network, technology, communication circuit and information security management, there is a risk that the User's demand may not be met. The User must understand and bear these risks solely and Haier Wireless and its Partners bear no liability if the User is unable to send, accept or read information, or sends or receives wrong information because of the said risks.

4.6

Haier Wireless and its Partners bear no liability for the User's all possible loss due to a third party's communication error, technical problem, network or computer failure, system instability, or other force majeure events.

4.7

In case the normal operation of the service is affected by force majeure events, like technical failure, Haier Wireless and its Partners agree to cooperate with related parties promptly to solve the problem. Nevertheless, Haier Wireless and its Partners bear no responsibility for the User's all possible loss arising therefrom.

5

Privacy Policy

All information and data provided by you are subject to the protection of Chinese laws related to privacies and this Privacy Policy which shall be read through carefully.

Haier Group and all its Affiliates (hereinafter referred to as “Haier”, “we”, “us,” “our” or "the Company") know how important privacy is to our customers, and we strive to explain how we collect, use, disclose, transfer and store your information. This Privacy Policy provides an overview of our information practices. The Privacy Policy applies to Haier devices, websites or online applications that referred to or linked herein (collectively, our “Services”).

While this Privacy Policy applies to all our Services, we also have provided certain specific privacy supplements that contain additional information about our practices in connection with particular Services. These supplements apply to your use of the Services they cover. Additional consent will be obtained for certain data processing activities.

Please note that the Privacy Policy applies to your usage of Haier devices (which are among the Services covered by this Privacy Policy, along with our websites and online applications). It also applies regardless of whether you use a computer, mobile phone, tablet, TV, or other device to access our Services. It is important that you read the Privacy Policy carefully because anytime you use our Services; you consent to the practices we describe in the Privacy Policy and the supplements. If you do not agree to the practices described in the Privacy Policy, you should not use our Services.

5.1

What information do we collect about you?

5.1.1

Information you provide directly: some services may require your information, such as registration of membership, purchase, delivery and installation.

Membership Registration: when you apply for a Haier Wireless Membership / Account, or use the services through the Haier Wireless Platforms, you may be asked to provide your name, gender, date of date, age, ID number, phone number, email, address, post code and other information or data.

Purchase, Exchange, Delivery and Installation: you may be asked to provide your name, contact information, delivery address, etc. to us for executing your orders.

Information about your use of our Services

5.1.2

In addition to the information you provide, we may collect information about your use of our Services through software on your device and other means. For example, we may collect:

Device information: when you download or use the Client Software provided by Haier Wireless or its affiliates, or use the Services through the Internet or Haier Wireless Platforms, your information related to these activities may be collected, including but not limited to your hardware model, IMEI / unique identification, MAC / IP address, OS version and access location.

Log Information: during use of or our Services or access to our Websites, your information from your Browser and Computer may be collected, including but not limited to your IP address, Browser version, language, access date / time, software / hardware information, and relevant website visiting records.

Location Information: when you download or use the Client Software provided by Haier Wireless or its affiliates, or use the Services through the Internet or Haier Wireless Platforms, such as your device’s GPS signal or information about nearby WiFi access points and cell towers that may be transmitted to us when you use certain Services.

5.1.3

Information from third-party sources: We may receive information about you from publicly and commercially available sources (as permitted by law), which we may combine with other information we receive from or about you. We also may receive information about you from third-party social networking services when you choose to connect with those services.

5.1.4

Other information we collect: we also may collect other information about you, your device, or your use of the services in ways as specified at the point of collection or otherwise with your consent. Such information includes those provided by you to our service teams or those through the questionnaire, as well as the interactive information between you and Haier Wireless' affiliates and partners. You can choose not to provide us with certain types of information (e.g., information we request during Haier Wireless Account registration), but doing so may affect your ability to use some Services.

5.2

Cookies and Web Beacons

5.2.1

Cookie: when you visit any websites of or use any services provided by Haier Wireless, we may identify you by small data files just for the purposes of avoiding repeated entering of your information, or assisting you in evaluating the safety level of network. These data files may be Cookies, Flash Cookies, or other local information provided by the Browser or a related application (collectively referred to as "Cookies").

Cookies are small files that store information on your computer, TV, mobile phone or other device. They enable the entity that put the cookie on your device to recognize you across different websites, services, devices, and/or browsing sessions. Cookies serve many useful purposes. For example:

Cookies can remember your login identifications so you don’t have to enter those identifications for each logon. Cookies help us and third parties understand which parts of our Services are the most popular because they help us to see which pages and features visitors are accessing and how much time they are spending on the pages. By studying this kind of information, we are better able to adapt the Services and provide you with a better experience. Cookies help us and third parties understand which ads you have seen so that you don’t receive the same ad each time you access a Service. Cookies help us and third parties provide you with relevant content and advertising by collecting information about your use of our Services and other websites and apps.

When you use a web browser to access the Services, you can configure your browser to accept all cookies, reject all cookies, or confirm each Cookie. Each browser is different, so check the “Help” menu of your browser to learn how to change your cookie preferences. The operating system of your device may contain additional controls for cookies.

Please note, however, that some Services may be designed to work using cookies and that disabling cookies may affect your ability to use those Services or the safety level thereof.

5.2.2

Web Beacons: certain electronic images, namely single-pixel GIF files or Web Beacons, are used for facilitating the counting by a Website the numbers of visitors or facilitating the access to a certain Cookie. We will collect the information about your browsing activities, such as the address of the webpage you visited now, the address of the linking page you visited before, your visiting duration, browsing environment, display settings, etc.

5.3

How do we use your information?

We may use information we collect for the following purposes:

5.3.1

To register you or your device for a Service;

5.3.2

To provide a Service or feature you request;

5.3.3

To provide customized content and make recommendations based on your past activities on our Services, and such recommendations include but not limited to send products or service information through email, SMS, WeChat, phone, etc., or a third party's promotions presented through our systems, or sharing your approved information with Haier Wireless' associates or partners who will send information to you.

5.3.4

To provide promotional information, such as those, including prompts and promotional activities, sent to you from time to time based on your use of the Services.

5.3.5

To evaluate and analyze our market, customers, products, and services (including asking you for your opinions on our products and services and carrying out customer surveys): we may combine the personal information provided by you and from other services for providing customized services for you, such as those used, shared and disclosed for extending your social circles.

5.3.6

To understand the way you using our Services in order to make improvements and develop new products and services.

5.3.7

To provide maintenance services for your device.

5.3.8

To conduct free prize drawings, prize competitions or promotions, as permitted by law.

5.3.9

To use your personal information for preventing, discovering, investigating all illegal or improper activities in order to protect you, other users and our related parties.

5.3.10

To use your personal information for any other purposes you approved.

5.4

How We Disclose Your Personal Information?

We will not disclose your information to any third parties for their own independent marketing or business purposes without your consent. However, we may disclose your information to the following entities:

5.4.1

Affiliates. Your information may be shared among Haier and its affiliates.

5.4.2

Business Partners. We also may share your information with trusted business partners, including wireless carriers. These entities may use your information to provide you with services you request, make predictions about your interests and may provide you with promotional materials, advertisements and other materials.

5.4.3

Service providers. We also may disclose your information to companies that provide services for or on behalf of us, such as companies that help us with billing or that send emails on our behalf. These entities are limited in their ability to use your information for purposes other than providing services for us.

5.4.4

Other Parties as Required by Laws or as Necessary to Protect Our Services. There may be instances when we disclose your information to other parties:

5.4.5

To comply with the law or respond to compulsory legal process (such as a search warrant or other court order);

5.4.6

To verify or enforce compliance with the policies governing our Services; and

To protect the rights, property and / or safety of Haier and / or its affiliates, business partners, or customers.

5.4.7

Other Parties in Connection with Corporate Transactions. We may disclose your information to a third party as part of a merger or transfer, or in the event of a bankruptcy.

5.4.8

Other Parties as You Required / Directed. In addition to the disclosures described in this Privacy Policy, we may share information about you with third parties when you consent to or request such sharing.

5.4.9

Your Choices: We offer a variety of choices about how we use your information. You can make choices about whether to receive promotional communications from us by following the unsubscribe instructions included in the communication. In addition, you can also generally make choices in your settings, or by visiting relevant websites.

5.5

How Do We Secure Your Personal Information?

To safeguard your personal information, we adopt as far as possible all physical, electronic and managerial measures, including but not limited SSL, encrypt and access control, to protect your information against any disclosure, losses or damages. We implement strict control on the access of your information by our employers or any persons from our outsourcers, including but not limited to access right control, signature of confidential agreements, site monitoring, etc. Haier Wireless will provide all safety measures based on the prior arts to safeguard your individual information, and to protect them against any disclosure, loss or damage.

Considering their safety functions, you shall properly keep secret of your account and password. Hair Wireless will provide remote backup, encryption and other safeguard measures to protect your information against loss, abuse or alternation. You, however, shall understand that there is no perfect safety measure within any information networks.

6

Other Provisions

6.1

The invalidity of any or part of a Clause of this Agreement does not affect the validity of any other parts of this Clause or any other Clauses.

6.2

Laws and regulations of People's Republic of China are the governing laws for the interpretation of, validity of and settlement of disputes arising from this Agreement. When any disputes or controversies arise between Haier Wireless and the User, the two parties shall resolve the same through friendly negotiation; if the negotiation fails, the User hereby agrees that such disputes or controversies shall be submitted to the competent Court located within Qingdao, the jurisdiction where Haier Wireless resides.

6.3

The Copyrights of or related to this Agreement are properties of Haier Wireless, and the Company reserves all rights for making interpretations. The software and services specified or referred to herein may be subject to the protections by the laws and regulations of trademarks or trade names.