

# CLEARHAND Hand Sanitizer Dispensing Kiosk IoT Platform Terms and Conditions/ License Agreement

## Welcome to CLEARHAND Hand Sanitizer Dispensing Kiosk (An Inverion Systems' Product and Services) IoT Platform.

Before accepting the Agreement, you are supposed to thoroughly read all contents of the Agreement, and fully know its terms, especially restrictive clauses or exceptions. Restrictive clauses or exceptions are bold or highlighted in other forms to catch your attention. In the case of any doubt for the terms of the Agreement, please contact Inverion Systems. You are not allowed to use the service before you have read and accepted all terms of the Agreement, relevant agreements and rules, etc. Once you select "agree and submit the Agreement" (see registration page for detailed wordings) and complete the registration procedure, or you use the service in any form, it will be deemed that you have read and agreed with the restriction of the Agreement and rules above. In case of any breach of the Agreement, Inverion Systems has the right to unilaterally restrict, suspend or terminate the service for you, and has the right to investigate your relevant responsibilities.

These Terms of Service (this "Agreement") create a binding agreement between Inverion Systems, Registered Address: 15/7 Gopikrishana APPT, Ekta park society, Wakadewadi Shivajinagar, Pune, 411-005. Contact Number: Office: +91 70206 05547 ("Inverion Systems" or "Company") and you ("End User," "Licensee," "You" or "Your").

The Service Agreement (hereinafter referred to as "the Agreement") is signed by you and Inverion Systems (hereinafter referred to as "Inverion Systems"). It includes (but not limited to) Privacy Policy of Inverion Systems, CLEARHAND Hand Sanitizer Dispensing Kiosk (hereinafter referred to as "CHK IoT Platform") and other contents. In case of change, Inverion Systems will announce such change on its official website without further notification. Upon the announcement, the changed agreement and rules become a part of the Agreement automatically, without further notification to you for your consent. In case of objection to such relevant changes, stop use Inverion Systems's service; if you keep using it, it will be deemed as that you hold no objections against the changed rules and agree to abide by them.

This Agreement governs your download, access and use of the CHK IoT Platform which includes CHK IoT's operating software (the "CHK IoT Software"), and CHK IoT's cloud-based services platform (the "CHK IoT Cloud") and any related software, services and documentation as may be made be available through our website, any optimized version of our website via a wireless device or through our mobile application (collectively the "Services").

BY CLICKING THE "ACCEPT" BUTTON AND/OR DOWNLOADING OR USING ANY PORTION OF THE SERVICES, YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS, AND (B) REPRESENT AND WARRANT THAT (1) YOU HAVE CAREFULLY READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, (2) YOU ARE 18 YEARS OF AGE OR OLDER OR OTHERWISE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (3) IF LICENSEE IS A CORPORATION, GOVERNMENTAL ORGANIZATION OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF LICENSEE AND BIND LICENSEE TO ITS TERMS.

**I. Definition of Terms**

- A. Licensed software refers to the software system developed by Inverion Systems, downloaded from the official website, Google Play Store or any other authorised platform, and installed and applied in specified system mobile terminals.
- B. Services refer to services provided for you by Inverion Systems. You can use such services on the mobile terminal with the licensed software.

**II. Service**

- A. Inverion Systems offers you Internet of Things enabled hand sanitizer dispensing kiosks' monitoring service, based on which you can access to the intelligent terminal on Inverion Systems Cloud Platform through the Inverion Systems Control, and realize interlinkage among intelligent equipment. Service contents include intelligent equipment management, scene interlinkage and analysis report, etc. Such functions may be optimized or modified according to changes of users' demands or judgment of service supplier, and service supply may be suspended due to regular and irregular maintenance.

**III. Scope of Service**

- A. You are accepting these terms and conditions of mobile applications that explicitly means that you have purchased the CLEARHAND hand Sanitizer Dispensing Kiosk from Inverion Systems or authorised distributor of Inverion Systems.
- B. Inverion Systems grants you with the right to use the product based on this software.
- C. You are prohibited to license, sell, lease, transfer, issue the product in any form, or use the product for other commercial purposes. Due to limitations on software adaptation platform and terminals, you can only use the licensed software in the authorized system platform and terminal; if you install the licensed software on other terminal equipment, it may damage your hardware or software function.
- D. You acknowledge that the licensed software can only be used for non-commercial purpose and installation, application and running of the licensed software is prohibited. If such commercial operation is necessary, prior written authorization and permission from Inverion Systems shall be obtained.
- E. Inverion Systems may change, upgrade or transfer the licensed software or relevant functions from time to time, and may add new functions or services in the licensed software system. If no separate agreements are accompanied by the aforesaid new functions or services, you are entitled to the corresponding functions and services, which is also subject to the Agreement.
- F. You shall be responsible for the accuracy, reliability, integrity and legality of input data and legality of the way in which you obtain the data, and shall back up data and information from time to time. You shall bear all risks for damage and loss of such information.
- G. You shall properly keep your account credentials such as user ID and password. In case of any safety loophole for your account (including but not limited to divulgence of user password), you shall notify Inverion Systems in time, and Inverion Systems will assist you in taking relevant measures. Otherwise, all behaviours related to your account shall be assumed by you and you will bear all responsibilities.\*\*

**IV. A Third Party**

- A. You acknowledge that certain service of Inverion Systems is based on software or services provided by a third party. Such service is set to facilitate your application and necessary legal authorization is obtained from the third party.
- B. The product includes certain information and services of the third party. Inverion Systems neither controls nor bears responsibility for the information and services of the third party.
- C. You acknowledge that Inverion Systems cannot guarantee that the licensed software always uses or contains such services, or that other software provided by the same

third party will be used in future. Likewise, it may use similar services supplied by another third party. Upon application, the aforesaid corresponding software or services are subject to this Agreement.\*\*

**V. Service Application Standard**

**A. You shall use the licensed software in a normal manner. The following ways are in breach of the applicable standard:**

1. Issue or share computer virus, worms, malicious codes, or software that deliberately damages or changes computer system or data;
2. Collect information or data of other users without authorization, for example, email address and the like;
3. Maliciously use the product in an automatic way, causing overload to the server, or interfere with or damage web server and network links in other forms.
4. Attempt to visit server data or communication data of the product without authorization;
5. 5) Interfere with or damage the production application by other users.

**B. You understand and agree that:**

1. Inverion Systems will determine whether or not you are involved in a violation of standards above, and suspend or terminate your application license according to determination results or take other restrictions according to agreements.
2. Inverion Systems will directly delete information in breach of laws, or infringing others' legal rights, or in breach of the Agreement issued by you when using the licensed software.
3. If a third party suffers from damage due to your breach of application standards, you shall independently bear legal responsibility in your name, and protect and indemnify Inverion Systems from losses or additional expenses generated therefrom. Otherwise, Inverion Systems has the right to claim compensation.
4. If Inverion Systems suffers from any loss due to your breach of relevant laws or the Agreement, you shall compensate Inverion Systems for losses and (or) expenses generated therefrom.

**VI. Information Content Standard**

**A. You promise that you will not conduct any act in breach of laws or improper behaviours by using the service, such act and behaviour include (but not limited to):**

1. Uploading, transferring or sharing information containing one of the following contents:
  - a) Opposing the basic principles determined in the Constitution;
  - b) Endangering state safety, disclosing state secret, subverting state power and sabotaging state unity;
  - c) Damaging state honour and benefit;
  - d) Inciting national hatred and discrimination and sabotaging national unity;
  - e) Destroying religious policy of the state and advocating heresy and feudalistic superstition;
  - f) Spreading rumours, disturbing social order and destroying social stability;
  - g) Spreading obscenity, porn, gambling, violence, murder and terror or abetting a crime;
  - h) Insulting or slandering others and infringing on the legal rights and interests of others;

- i) Containing contents of sham, defraudation, harm, threat, infringement to others' privacy, harassment, infringement, slander, coarseness, indecency, or morally repulsive contents;
- j) Containing other contents restricted or forbidden by applicable laws, regulations, rules, provisions and other legal standards.

**VII. Private Policy and Data**

- A. It is crucial for Inverion Systems to protect your personal information. Inverion Systems prepares Privacy Policy of CHK IoT Platform, in which contents related to ownership and protection of intellectual property, collection, use, share, storage and protection, etc. of your information are disclosed. You are suggested to thoroughly read the Privacy Policy of CHK IoT Platform.

**VIII. Exception Clauses**

- A. Unless otherwise specified in-laws and regulations, Inverion Systems will do its best to ensure the security, validity, accuracy and reliability of the licensed software and technologies and information involved, but Inverion Systems is unable to guarantee the same due to restriction by available technologies nowadays.
- B. You understand that Inverion Systems will not assume responsibility for direct or indirect losses caused by force majeure and default of a third party.
- C. You shall be responsible for personal injury or incidental or indirectly injury caused by or related to one of the following accidents: 1) A third party uses the licensed software or changes your data without permission; 2) Expenses and losses produced by using the licensed software; 3) Your misunderstanding of the licensed software; 4) Other losses related to licensed software caused by reasons not attributable to Inverion Systems.
- D. Any other licensed software-derived software not developed and released by Inverion Systems or the development and release is not granted by Inverion Systems is illegal software. Downloading, installing and using such software may cause unpredictable risks. Inverion Systems shall be free from legal responsibilities and disputes generated therein and Inverion Systems shall have the right to suspend or terminate application license and/or other all services.
- E. You have been informed that the usage of CHK IoT Platform involves Internet service, which may be affected by unstable factors in all links. Although Inverion Systems has taken safeguard measures, the service may be suspended, terminated, delayed, suffered from application restriction or an application failure due to inherent defects of the Internet and e-communication as well as factors beyond the reasonable control of any party to the Agreement (including but not limited to fire, flood, terrorist attack, pestilence, natural disasters, riot, terminal virus, hacker attack, network fault and terminal fault). You hereby agree to bear the foregoing risks and agree that Inverion Systems is free from any responsibility when normal running of services is influenced by the occurrence of foregoing risks.

**IX. Agreement Termination and Breach of Agreement**

- A. You should understand that you shall use the licensed software according to authorization scope, respect the intellectual property of software and contents contained in the software, and perform obligations according to the Agreement when using Inverion Systems' services. Inverion Systems will terminate the application license if you are in material breach of the Agreement.
- B. Your application of the software relies on supporting services supplied by Inverion Systems's related companies. Breach of terms, agreements, rules, annunciation and other relevant regulations of Inverion Systems and its related companies may cause failure in normal usage of licensed software, in which case, Inverion Systems shall be entitled to terminate the application license, or take measures to restrain your application license or other rights and interests controlled by Inverion Systems as

agreed in the Agreement, including suspension or termination of your application license.

- C. In case of your breach of the Agreement or other agreements signed with Inverion Systems, Inverion Systems shall have the right to notify the related companies, requiring them to take restrictive measures to your rights and interests, including requiring related companies to suspend or terminate supplying part or whole services for you, and legally announce your breach of agreement on websites run or actually controlled by them.
- D. The licensed software is downloaded from the downloading platform and you shall abide by stipulations of the download platform, system platform and terminal manufacture on application ways and restrictions of the licensed software. If the above mentioned third party confirms that you are in breach of the agreement and Inverion Systems' treatment is required, Inverion Systems may terminate your application license at the third party's request.
- E. When the application license terminates, you shall stop using the licensed software and destroy all copies.
- F. You must bear all compensation responsibilities if Inverion Systems and other users suffer from losses caused by your breach of terms in the Agreement.

**X. Governing Laws and Severability**

- A. Effectiveness, explanation, change, execution and dispute settlement of the Agreement are subject to laws of the Republic of India. If no relevant laws and regulations are available, a reference to generally international business practices and (or) industrial practices shall be made.
- B. Disputes arising from or in connection with the Agreement may be settled by you and Inverion Systems through friendly negotiation or submitted to the Court of India where the Agreement is signed for adjudication.
- C. When any term of the Agreement is judged to be invalid by the Court, it will not influence the effectiveness of other terms or any part thereof, and you and Inverion Systems shall perform the valid terms in good faith.
- D. The Agreement is signed in Shivajinagar Pune 411005, India