

**T-CLOUD / SMARTRON AND AFFILIATE  
COMPANIES**

**TERMS OF SERVICE**

**AND**

**END USER LICENSE AGREEMENT**

**VER 2.2**

**AUTHOR: RUDRA PRATAP E ON 23<sup>RD</sup> APRIL 2020**

**EFFECTIVE FROM:**

**AUGUST 20TH, 2020**

We've updated our Terms of Service and our End User License Agreement (EULA) on APRIL 25<sup>TH</sup>, 2020.

We know it's tempting to skip these Terms of Service, but it's important to establish what you can expect from us as you use smartron services, and what we expect from you.

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of Smartron Devices and Smartron Services. For further clarification Smartron shall include all its affiliates (as defined under Companies Act, 2013).

These Terms of Service reflect the way 'Smartron's business works, the laws that apply to our company, and certain things we've always believed to be true. As a result, these Terms of Service help define 'Smartron's relationship with you as you interact with our services. For example, these terms include the following topic headings:

- What you can expect from us, which describes how we provide and develop our services
- What we expect from you, which establishes certain rules for using our services
- In case of problems or disagreements, which describes other legal rights you have, and what to expect in case someone violates these terms

Understanding these terms is important because, by using our services, you're agreeing to these terms without any deviation whatsoever.

Please read this Agreement carefully and make sure you understand it. If you do not understand the Agreement, or do not accept any part of it, then you may not use the services.

By accepting this Agreement, you affirm that you are 18 years of age or above and are fully competent in all manners to enter into this Agreement, and to abide by and comply with this Agreement.

Besides these terms, we also publish a Privacy Policy. Although it's not part of these terms, we encourage you to read it to better understand how you can update, manage, export, and delete your information.

If You are not an individual, You represent to Smartron that You have all necessary corporate or equivalent authority and power to agree to the Terms which You agree shall be binding on the corporation, partnership, association or other entity in whose name You using or accessing the Smartron Service/ Smartron Devices.

## What you can expect from us...

We provide a broad range of services that are subject to these terms, including:

- apps (like t-home, tronX, tronX bike, tronX mobility, t-cloud, t-pay and t-health)
- platforms (like 'MaYa', 'Smartron', 'tronX' and 't-store')
- integrated services (like third party provided billing, booking and streaming services – embedded in other companies' apps or sites)
- devices and appliances (like wireless / smart switchboards, sensors, cameras and other associated devices for both home and commercial installations)

Our services are designed to work together, making it easier for you to move from one activity to the next across different devices.

## Service provider:

'Smartron' services are provided by, and you're contracting with:

'Smartron India Private Limited' organized under the laws of the State of India, and operating under the laws of the India:

**Smartron India Private Limited, 9th Floor, 2-48/5/6, Opp. RTTC, Telecom Nagar Extension, Gachibowli, Hyderabad, Telangana 500032**

## Who may use the services?

### Age requirements

You must be at least 18 years old to use/access 'Smartron' services and create a 'Smartron' Account.

Some 'Smartron' services have additional age requirements as described in their service-specific additional terms and policies.

## Permission by Parent/Guardian

If you're under the age required to manage your own 'Smartron' Account, you must have your parent or legal guardian's permission to use a 'Smartron' Account. Please have your parent or legal guardian read these terms with you.

If you're a parent or legal guardian, and you allow your child to use the services, then these terms apply to you and you're responsible for your child's activity on the services.

## Businesses:

If you are using the 'Smartron' services on behalf of a company/organisation/entity, you represent that you possess the authority to act on behalf of such company/organisation/entity, and that such company/organisation/entity accepts these terms.

Some of the services, applications and subscriptions from smartron will be chargeable and the user needs to remit the applicable charges from time to time, to be able to continue using the applications or services. User can choose to discontinue such subscriptions/memberships by cancelling the same. Non-remittance of the payment/dues applicable, will result in suspension of access to such services including the data stored/uploaded by the user prior to the date of expiry of such services/subscription/membership.

Some or all of the subscriptions, applications, memberships may be subject to closure or termination based on market updates, requirements and business strategic needs. The respective users using such impacted services, will be reimbursed for the loss/liability limits as per the terms mentioned in this agreement, ONLY IF the said services/subscriptions/memberships are charged and not offered free of cost. Smartron and all of its affiliates and companies and their employees and staff, will assume no liability of any kind whatsoever, for any kind of losses incurred by any of the users arising out of use or discontinuation of such services, which have been provided free of cost by smartron or any of its approved affiliate companies.

## Your relationship with 'Smartron'

These terms help define the relationship between you and 'Smartron'. Broadly speaking, we give you permission to use our services if you agree to follow these terms. When we speak or refer to 'Smartron' (t-cloud by Smartron)", "we," "us," and "our," we mean 'Smartron India Private Limited' and all of its affiliates, including any local entities / subsidiaries based in India and abroad.

## Changes to 'Smartron' Services

We're constantly developing new technologies and features to improve our services. As part of this continual improvement, we sometimes add or remove features and functionalities, increase or decrease limits to our services, and start offering new services or stop offering old ones.

If we make material changes that negatively impact your use of our services or if we stop offering a service, we'll provide you with reasonable advance notice and an opportunity to export your content from your 'Smartron' Account, except in urgent situations such as preventing abuse, responding to legal requirements, or addressing security and operability issues.

## What we expect from you...

### Follow these terms and service-specific additional terms

The permission we give you to use our services continues as long as you meet your responsibilities in and your usage is in compliance with:

- **these terms**
- **service-specific additional terms**, which could, for example, include things like additional age requirements

We also make various policies, help centres, and other resources available to you to answer common questions and to set expectations about using our services. These resources include our Privacy Policy and other pages accessible from our policies site.

Although we give you permission to use our services, please note that using 'Smartron' services does not give you ownership of or rights to any aspect of the Service.

## Respect others

In addition to the aforesaid, please bear in mind that many of our services allow you to interact with others. We want to maintain a respectful environment for everyone, which means you must follow these basic rules of conduct:

- comply with applicable laws, including export control, sanctions, and human trafficking laws
- respect the rights of others, including privacy and intellectual property rights
- don't abuse or harm others or yourself (or threaten or encourage such abuse or harm) — for example, by misleading, defrauding, defaming, bullying, harassing, or stalking others
- don't abuse, harm, interfere with, or disrupt the services

Our service-specific additional terms and policies provide additional details about appropriate conduct that everyone using those services must follow. If you find that others aren't following these rules, many of our services allow you to report abuse.

## Content in 'Smartron' services

### Your content:

Some of our services give you the opportunity to make your content (for brevity, content shall also mean all such information provided by you for the purposes of availing our services which shall not be limited to user actions such as routines/ schedules and automated protocols in home/ health/ infra segments, and further storing videos/ images/documents on the t- cloud) publicly available — for example, your activity in the internet, usage of devices for tracking or recording etc;

- See the Permission to use your content section for more about your rights in your content, and how your content is used in our services
- See the Removing your content section to learn why and how we might remove user-generated content from our services

If you think someone is infringing your intellectual property rights by making unauthorized distribution of your content, you can send us notice of the infringement and we'll take appropriate action. For example, we suspend or close the 'Smartron' Accounts of repeat copyright infringers as described in our Copyright Help Center.

Unless otherwise indicated, any modification of Smartron Service which alters the way in which the Service can be used and/or the launch of new services will be subject to, and therefore regulated by the T&C. Users acknowledge that the Service is provided as is and as available; therefore, 'Smartron' does not assume any responsibility and makes no guarantee as to the use and availability of the Service.

In no way is Smartron responsible for eventual damages deriving from the inaccessibility to personal information, from the loss or alteration of stored materials by other Users, or by any other event, including service interruption.

### 'Smartron' content:

Some of our services include content that belongs to 'Smartron'. You may use 'Smartron's content as allowed by these terms and any service-specific additional terms, but we retain any intellectual property rights that we have in our content. Don't remove, obscure, or alter any of

our branding, logos, or legal notices. If you want to use our branding or logos, please see the 't-cloud (by Smartron)' Brand Permissions page.

## Other content:

Finally, some of our services give you access to content that belongs to other people or organizations — for example, a store owner's description of their own business. You may not use this content without that person or organization's permission, or as otherwise allowed by law. The views expressed in other people or organizations' content are theirs, and don't necessarily reflect 'Smartron's views.

## Permission to use your content:

Some of our services are designed to let you upload, submit, store, send, receive, or share your content. You have no obligation to provide any content to our services and you're free to choose the content that you want to provide. If you choose to upload or share content, please make sure you have the necessary rights to do so and that the content is not in violation of this Agreement or lawful.

## License:

Your content remains yours, which means that you retain any intellectual property rights that you have in your content. For example, you have intellectual property rights in the creative content you make, such as reviews you write. Or you may have the right to share someone else's creative content if they've given you their permission.

### What's covered:

This license covers your content if that content is protected by intellectual property rights.

### What's not covered:

- This license doesn't affect your privacy rights — it's only about your intellectual property rights
- This license doesn't cover these types of content:
  - publicly-available factual information that you provide, such as corrections to the address of a local business. That information doesn't require a license because it's considered common knowledge that everyone's free to use.
  - feedback that you offer, such as suggestions to improve our services. Feedback is covered in the Service-related communications section below.

## Scope

This license is:

- worldwide, which means it's valid anywhere in the world
- non-exclusive, which means you can license your content to others
- royalty-free, which means there are no fees for this license

## Rights you grant:

This license allows 'Smartron' to:

- host, reproduce, distribute, communicate, and use your content — for example, to save your content on our systems and make it accessible from anywhere you go

## Purpose

This license is for the limited purpose of:

- **operating and improving the services**, which means allowing the services to work as designed and creating new features and functionalities. This includes using automated systems and algorithms to analyze your content:
  - for spam and malware
  - to recognize patterns in data, such as determining when to suggest a new album in Photos app (if any) to keep related photos together

This analysis occurs as the content is sent, received, and when it is stored.

## Duration:

This license lasts for as long as your content is protected by intellectual property rights.

If you remove from our services any content that's covered by this license, then our systems will stop making that content publicly available in a reasonable amount of time. There are two exceptions:

- If you already shared your content with others before removing it. For example, if you shared a photo with a friend who then made a copy of it, or shared it again, then that photo may continue to appear in your friend's 'Smartron' Account even after you remove it from your 'Smartron' Account.
- If you make your content available through other companies' services, it's possible that search engines, including 'Smartron' Search, will continue to find and display your content as part of their search results.

## Using 'Smartron' services:

### Your 'Smartron' Account

If you meet these age requirements you can create a 'Smartron' Account for your convenience. Some services require that you have a 'Smartron' Account in order to work — for example, to use Smartron Services/ Smartron Devices, you need a 'Smartron' Account so that you have a place to send and receive your email.

You're responsible for what you do with your 'Smartron' Account, including taking reasonable steps to keep your 'Smartron' Account secure, and we encourage you to regularly use your Security Checkup.

It is also explicitly agreed by you that there are free limits on the amount and size of data you can store on 'Smartron' and other associated services. The free limit of data storage is 5 GB for each verified user account on Smartron cloud or related services. The free limits and subsequent monthly charges (taxes applicable will be charged extra) for further usage of the storage space by each user, may be changed as per the discretion of Smartron from time to time. There are charges to be paid by you for usage of additional storage space or any of the additional services so deemed by 'Smartron' from time to time. There 'may' be a buffer period of time, during which the user will be able to pay the dues/charges to continue the usage of the services and storage. Failure to honor the dues and charges as per the policy guidelines, may result in the data and services not being made accessible to the user.

### Usage of 'Smartron' services

You acknowledge we have the right to monitor your – or anyone else's – access to or use of the Services for the purpose of operating and improving the Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with the Terms and to comply with applicable law or the order or requirement of legal process, a court, consent decree, administrative agency or other governmental body.

You hereby agree and assure us that the services shall be used for lawful purposes only and that you will not violate laws, regulations, ordinances or other such requirements of any applicable Central, Federal State or local government or international law(s). You shall not upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, junk mail, spam mail, chain letters or any other form of solicitation, encumber or suffer to exist any lien or security interest on the subject matter of these Terms or to make any representation or warranty on behalf of Smartron in any form or manner whatsoever.

## Using ‘Smartron’ services on behalf of an organization:

Many organizations, such as businesses, non-profits, and schools, take advantage of our services. To use our services on behalf of an organization:

- an authorized representative of that organization must agree to these terms
- your organization’s administrator may assign a ‘Smartron’ Account to you. That administrator might require you to follow additional rules and may be able to access or disable your ‘Smartron’ Account.

## Service-related communications:

To provide you with our services, we sometimes send you service announcements and other information. To learn more about how we communicate with you, see ‘Smartron’'s Privacy Policy.

If you choose to give us feedback, such as suggestions to improve our services, we may act on your feedback without obligation to you.

## Software in ‘Smartron’ services:

Some of our services include downloadable software. We give you permission to use that software as part of the services.

The license we give you is:

- worldwide, which means it’s valid anywhere in the world
- non-exclusive, which means that we can license the software to others
- royalty-free, which means there are no fees for this license
- personal, which means it doesn’t extend to anyone else
- non-assignable, which means you’re not allowed to assign the license to anyone else

Some of our services include software that’s offered under open source license terms that we make available to you. Sometimes there are provisions in the open source license that explicitly override parts of these terms, so please be sure to read those licenses.

You may not copy, modify, distribute, sell, or lease any part of our services or software. Also, you may not reverse engineer or attempt to extract any of our source code unless you have our written permission or applicable law lets you do so.

When a service requires or includes downloadable software, that software sometimes updates automatically on your device once a new version or feature is available. Some services let you adjust your automatic update settings.

## Your Obligations towards us:

**Use of the Smartron.** You may use Smartron Software solely for purposes of enabling you to use the Smartron Services as provided by Smartron, and as permitted by these terms of use. You may not incorporate any portion of the Smartron Software into other programs or compile any portion of it in combination with other programs, or otherwise copy (except to exercise rights granted in this section), modify, create derivative works of, distribute, assign any rights to, or license the Smartron Software in whole or in part. All software used in any Smartron Services is the property of Smartron or its software suppliers and is protected by India and international copyright laws.

**Use of Third Party Services.** When you use the Smartron Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile software provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.

**No Reverse Engineering.** You may not reverse engineer, decompile or disassemble, tamper with, or bypass any security associated with the Smartron Software, whether in whole or in part.

### **Safety:**

- i. You will not use the Services for any purpose that is illegal or prohibited in these Terms.
- ii. You will not use any robot, spider, crawler, scraper, or other automated means or interface to access the Services or extract other users' information.
- iii. You will not use or develop any third-party applications that interact with the Services or other users' content or information without our written consent.
- iv. You will not use the Services in a way that could interfere with, disrupt, affect negatively, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services.
- v. You will not use or attempt to use another user's account, username, or password without their permission.
- vi. You will not solicit login credentials from another user.

- vii. You will not upload or cause to be uploaded such content into t-cloud or any other services, wherever possible, that contains pornography, graphic violence, threats, hate speech, or incitements to violence.
- viii. You will not upload viruses or other malicious code or otherwise that compromise the security of the Services.
- ix. You will not attempt to circumvent any filtering techniques we employ, or attempt to access areas or features of the Services that you are not authorised to access.
- x. You will not probe, scan, or test the vulnerability of our Services or any system or network.
- xi. You will not encourage or promote any activity that violates these Terms.

## In case of problems or disagreements:

By law, you have the right to (1) a certain quality of service, and (2) ways to fix problems if things go wrong. These terms don't limit or take away any of those rights. For example, if you're a consumer, then you continue to enjoy all legal rights granted to consumers under applicable law.

## Warranty:

We provide our services using reasonable skill and care and on an 'as-is' basis without any express or implied warranties. If we don't meet the quality level described in this warranty, you agree to tell us and we'll work with you to try to resolve the issue.

## Disclaimers:

The only commitments we make about our services (including the content in the services, the specific functions of our services, or their reliability, availability, or ability to meet your needs) are (1) described in the Warranty section, (2) stated in the service-specific additional terms, or (3) provided under applicable laws. We don't make any other commitments about our services.

And unless required by law, we don't provide implied warranties, such as the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

## Liabilities:

### For all users:

These terms only limit our responsibilities as allowed by applicable law. Specifically, these terms don't limit 'Smartron's liability for death or personal injury, fraud, fraudulent misrepresentation, gross negligence, or willful misconduct.

Other than the rights and responsibilities described in this section (In case of problems or disagreements), 'Smartron' won't be responsible for any other losses, unless they're caused by our breach of these terms or service-specific additional terms.

Further, You hereby agree that, You shall indemnify and keep Smartron its directors, officers, employees, and contractors for any third-party legal proceedings (including actions by government authorities) arising out of or relating to your unlawful use of the services or violation of these terms or service-specific additional terms. This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs, and legal fees

- 'Smartron' won't be responsible for the following liabilities:
- loss of profits, revenues, business opportunities, goodwill, or anticipated savings
- indirect or consequential loss
- 'Smartron's total liability arising out of or relating to these terms is limited to the greater of (1) INR 500 or (2) 100% of the fees that you paid to use the relevant services in the 4 months before the breach.
- In the event of legal action brought on by a third party in relation to Content submitted, posted, published or otherwise made available through the Service, and/or in relation to any User's; conduct, and/or in relation to the User's violation of the T&C, and/or of the User's infringement of rights of others, the User agrees to indemnify Smartron, and its affiliates, partners, owners, officers, agents, and employees from all claims and demands (including legal fees).

If you're legally exempt from certain responsibilities, including indemnification, then those responsibilities don't apply to you under these terms. For example, the United Nations enjoys certain immunities from legal obligations and these terms don't override those immunities.

Smartron reserves the sole and exclusive right to modify at any moment, even without notice, temporarily or permanently, the Service. The Users agree that SMARTRON cannot be held responsible for any of the modifications, suspensions or cancelling of the Service.

The User acknowledges and accepts that Smartron may, at its sole discretion, suspend the User's access to the Service. Moreover, Smartron has the right to remove or cancel any of the User's; content, without notice and without being obliged to explain.

## Taking action in case of problems:

All the Services availed by You shall be subject to relevant laws of India and of the country of use and may be disabled, or and may be subject to investigation under applicable laws. Further, if you are found to be in non-compliance with the laws and regulations, these terms, or the privacy policy, we shall have (i) the right to immediately block your access and usage of the

services; (ii) the right to remove any non-compliant content and or comment forthwith, uploaded by you; and (iii) the right to take appropriate recourse to such remedies as would be available to it under various statutes. Before taking action as described aforesaid, we'll provide you with advance notice when reasonably possible, describe the reason for our action, and give you an opportunity to fix the problem, unless we reasonably believe that doing so would:

- cause harm or liability to a user, third party, or 'Smartron'
- violate the law or a legal enforcement authority's order
- compromise an investigation
- compromise the operation, integrity, or security of our services

### Suspending or terminating your access to 'Smartron' services:

'Smartron' reserves the right to suspend or terminate your access to the services or delete your 'Smartron' Account if any of these things happen:

- you materially or repeatedly breach these terms, service-specific additional terms or policies
- we're required to do so to comply with a legal requirement or a court order
- we reasonably believe that your conduct causes harm or liability to a user, third party, or 'Smartron' — for example, by hacking, phishing, harassing, spamming, misleading others, or scraping content that doesn't belong to you
- Pending dues not paid on time or before the buffer time to pay is exhausted

If you believe your 'Smartron' Account has been suspended or terminated in error, you can appeal.

Of course, you're always free to stop using our services at any time. If you do stop using a service, we'd appreciate knowing why so that we can continue improving our services.

## Settling disputes, governing law, and courts

For information about how to contact 'Smartron', please visit our contact page.

If you reside within Republic of India: you agree that any dispute between you and Smartron arising out of or relating in any way to this Privacy Policy or our collection, processing and/or use of your Data shall be interpreted in accordance with the laws of Republic of India, without reference to its conflicts of laws, and notwithstanding multiple defendants or third party claims. You also agree that any claim or dispute between you and Smartron shall be decided by a court of competent jurisdiction located in Hyderabad.

If you reside in any other country other than Republic of India: you agree that any dispute between you and Smartron arising out of or relating in any way to this Privacy Policy or our collection, processing and/or use of your Data shall be interpreted in accordance with the laws of the India, without reference to its conflicts of laws, and notwithstanding multiple defendants or third party claims. You also agree that any claim or dispute between you and Smartron shall be decided by a court of competent jurisdiction located in the Hyderabad.

## About these terms:

These terms and the privacy policy shall constitute the entire understanding between you and Smartron. In the case of any inconsistencies with respect to any of the terms and conditions set forth in these terms or the privacy policy, such terms and conditions shall be harmoniously interpreted.

By law, you have certain rights that can't be limited by a contract like these terms of service. These terms are in no way intended to restrict those rights.

These terms describe the relationship between you and 'Smartron'. They don't create any legal rights for other people or organizations, even if others benefit from that relationship under these terms.

We want to make these terms easy to understand, so we've used examples from our services. But not all services mentioned may be available in your country.

If these terms conflict with the service-specific additional terms, the additional terms will govern for that service.

If it turns out that a particular term is not valid or enforceable, this will not affect any other terms.

If you don't follow these terms or the service-specific additional terms, and we don't take action right away, that doesn't mean we're giving up any rights that we may have, such as taking action in the future.

We may update these terms and service-specific additional terms (1) to reflect changes in our services or how we do business — for example, when we add new services, features, technologies, pricing, or benefits (or remove old ones), (2) for legal, regulatory, or security reasons, or (3) to prevent abuse or harm.

If we materially change these terms or service-specific additional terms, we'll provide you with reasonable advance notice and the opportunity to review the changes, except (1) when we launch a new service or feature, or (2) in urgent situations, such as preventing ongoing abuse or responding to legal requirements. If you don't agree to the new terms, you should remove your content and stop using the services. You can also end your relationship with us at

any time by closing your 'Smartron' Account. Your continued use of Smartron Devices/Services after future amendments or changes in the Terms shall be deemed as your express acceptance to such amended/changed terms and you also agree to be bound by such changed/amended terms.