

# End User License Agreement

This Application "Toshiba Home AC Control" (Hereinafter called as "Application") is provided and licensed by Toshiba Carrier (Thailand) Co.,Ltd. (Hereinafter called as "Toshiba Carrier (Thailand)"). And the Application includes the computer programs, documents such as the manual, the information and data within this Application and update or upgrade version thereof and these are distributed along with this End User License Agreement. PLEASE READ THE TERMS AND CONDITIONS OF THIS ENDUSER LICENSE AGREEMENT (HEREINAFTER CALLED AS THE "AGREEMENT") CAREFULLY BEFORE USING THIS APPLICATION AND IF YOU (HEREINAFTER CALLED AS "USER") AGREE PLEASE SELECT "AGREE". IF USER DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE SELECT "DISAGREE" AND DO NOT DOWNLOAD, INSTALL OR USE THE APPLICATION. BY DOWNLOADING, INSTALLING, OR USING THE WHOLE OR A PART OF THIS APPLICATION, YOU ARE DEEMED TO HAVE AGREED ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

## 1. Intellectual Property Rights

The Application is the proprietary property of Toshiba Carrier (Thailand) and Toshiba Carrier (Thailand) owns all intellectual property rights including copyrights in the Application except for the portion which the third parties own the rights. The Application is protected under applicable laws and international conventions regarding the copyright. User shall pay serious attention to the intellectual property rights of the Application.

## 2. License of Use

(1) User may install the Application into the compatible device and use the Application only for the purpose of controlling the compatible Air-conditioner of Toshiba Carrier to be connected with Smart device control interface (hereinafter called as "Purpose"). Except for the foregoing Purpose, User shall not install and use the Application. Further, the Application installed by User shall be immediately uninstalled or deleted when there is no more need.

(2) User shall be prepared for the compatible device at its own cost and responsibility and be responsible for any internet provider fees, telecommunications fees, connection fees, or other fees required for download, install and use this Application.

(3) This Application includes the open source software which is provided under the license terms and conditions of Apache license Version 2.0 and MIT License. User can see the license terms and conditions of such open source software in the License Agreement of this Application.

## 3. User's Data

The Application collects and processes certain personal data of User through this Application. For more details, please refer to the privacy notice about this Application.

## 4. Prohibited Matters

(1) User shall not reverse engineer, decompile, disassemble, or modify this Application.

(2) User shall not provide the Application for the use by plural people through internal networks or the Internet.

(3) User shall not distribute, transfer, rent, lease, or sell to anyone the Application or the right to use the Application, nor shall it grant to anyone a sublicense for the use of the Application.

(4) User shall not use the Application for a criminal act or an act that is, or is likely, in violation of laws and ordinances.

(5) User shall not use the Application for any act that infringes, or likely to infringe, property rights including the intellectual property rights, privacy, or other rights or interests of any third party including Toshiba Carrier.

(6) User represents and warrants that (i) User is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) User is not listed on any U.S. Government list of prohibited or restricted parties.

#### 5. No Warranty and Disclaimer

(1) TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS APPLICATION IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE FITNESS FOR A PARTICULAR PURPOSE. TOSHIBA CARRIER HEREBY DISCLAIMS WITH REGARD TO THE APPLICATION ANY WARRANTIES RELATING TO QUALITY, PERFORMANCE, INFORMATION PROVIDED BY OR DISPLAYED IN THE APPLICATION AND NONINFRINGEMENT OF THE THIRD PARTY RIGHTS OF THE APPLICATION.

(2) User expressly acknowledges and agrees that use of the Application is at sole risk of User and, to the extent not prohibited by applicable law, in no event shall Toshiba Carrier be responsible for any damages, losses, expenses or costs, if any, incurred by User in connection with or as a result of the use of this Application, including but not limited to:

(i) any damage, losses, expenses or costs arising out of or related to the use or inability to use the Application, incorrect operation of this Application by User, wrongful use of this Application and any trouble of the Application, the compatible device or the compatible Air-conditioner of Toshiba Carrier;

(ii) any conflicts between User and any third party(ies) including customer of User caused by or in connection with this Application;.

(iii) the loss, divulgation and any other incident of the information and data within this Application or the compatible device; and.

(iv) any damage, losses, expenses or costs arising out of or related to the change, modification or improvement to the Application, any discontinuation or termination of the Application.

#### 6. Discontinuation of Use

(1) In a case of breach of any terms and conditions of this Agreement by User, User shall immediately uninstall and delete the Application.

(2) Toshiba Carrier (Thailand) reserves the right to request User to stop using the Application at any time upon notice to User.

#### 7. Changes, discontinuation and termination of the Application and the Agreement

(1) Toshiba Carrier (Thailand) may make a change, modification or improvement to the Application at any time without prior notice to User.

(2) Toshiba Carrier (Thailand) may make a change, discontinue the services provided by this Application at any time without prior notice to User for the purpose of maintenance, system trouble, or other circumstances.

(3) Toshiba Carrier (Thailand) may terminate the distribution and support of this Application including the update and the upgrade version thereof without prior notice to user.

(4) Toshiba Carrier (Thailand) may amend the terms and conditions of this Agreement. The amended Agreement shall become effective as of the date when Toshiba Carrier (Thailand) notifies and if User uses the Application after such amendment of the Agreement, User shall be deemed agreed to the amended Agreement.

#### 8. Export Control Compliance

User shall comply with any applicable export laws and regulations including, but not limited to, the U.S. Export Control Law and its Administration Regulations.

#### 9. Governing Law and Dispute Resolution

(1) This Agreement shall be governed and construed by the laws of Singapore (excluding its rule of choice of laws).

(2) Any dispute arising out of or in connection with the Application or this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this provision. The seat of the arbitration shall be Singapore.

The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English.

#### 10. Severability

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.