

EclipseView Service Agreement

1. General Provisions

Please read the *EclipseView Service Agreement* (Agreement for short) carefully.

EclipseView is a network platform that the product provider provides for all EclipseView service users (including but not limited to individuals and enterprises and referred to as User hereafter in this agreement) to watch videos remotely. EclipseView does not generate any content by itself but it enables registered Users to watch live videos or recordings of locations installed with surveillance devices connected to EclipseView or to log in to these surveillance devices directly. EclipseView allows User to add or delete the connected surveillance devices as needed.

This is a valid Agreement between User and the product provider regarding the registration and use of EclipseView service (referred to as Service in this agreement). User shall first carefully read and fully understand the terms of the Agreement, especially the disclaimers in favor of the product provider and restrictions regarding user rights, and then decide whether to accept the Agreement. User shall not register or use this Service if he/she does not accept all the terms. Once User has registered, logged in, or used the Service, it is considered that User has accepted all the terms in the Agreement.

The Agreement is subject to change by the product provider without prior notice, and the new terms shall replace the old terms once released. The latest version of Agreement is available at www.eclipseview.com. User may choose to continue or stop using the Service as needed. User continuing using the Service is considered to have accepted the Agreement.

2. Rights and Obligations

2.1 User can register to use the EclipseView service through www.eclipseview.com or other client software. When applying for the Service, User shall provide accurate personal or organization information (including but not limited to username, password, contact person and phone number) to the product provider. User can set the username and the password as required. User can log in and use the Service once the application succeeds.

2.2 User shall guarantee that the registered information is true and accurate. The product provider assumes no responsibility if the Service is unusable to User due to incorrect user information registered. User shall maintain and update the registered information timely to ensure it is complete, accurate and up-to-date.

2.3 User shall appropriately keep the account and password and take full legal responsibilities for activities and events carried out using his/her account. If any other person or third party logs in to the website using User's account and password, the product provider has the right to believe that User has fully authorized this behavior, and User is responsible for all the consequence arising hereafter.

2.4 The product provider takes no responsibility if User's account is illegally used by others for User's own causes, including but not limited to the following: disclosing account information and other registered information to third party; sharing account with others, and installing illegal or unapproved programs.

2.5 If the product provider finds that the account user and the account registrant are not the same person, the product provider has the right to freeze the account temporarily without prior notification of User, and meanwhile the product provider takes no responsibility for freezing the account. User shall

be responsible for all the consequences of losing access to data or losing data due to the frozen account. If User finds illegal use of his/her account by others, User shall immediately inform the product provider to freeze his/her account.

2.6 User who has lost or forgotten the password can apply to retrieve the password through the registered username and phone number or Email. The product provider cannot determine if the phone number or Email user is the account holder, and the product provider assumes no responsibility for User's loss if the account information is illegally obtained by an impostor. User shall be aware that the responsibility of keeping account information lies in User him/herself, and the product provider does not guarantee the password can be successfully retrieved through the registered username and phone number.

2.7 The account that User registers at www.eclipseview.com shall only be used to use the Service provided at this website. The Service provided at this website requires the use of the product provider's terminal devices, such as IP cameras, DVR, NVR, and other alarm devices.

3. Service Regulations

3.1 The EclipseView service shall be used for non-commercial purposes only. User shall not use EclipseView for sales or any other commercial purpose without prior written consent by the product provider. The product provider has the right to immediately terminate the supply of the Service and products and has the right to take legal actions and claim compensations for all losses.

3.2 User understands that, the product provider only provides EclipseView service under this Agreement, and User shall pay for devices relevant to the Service (including computers, modems and other devices for Internet access) and costs (including the telephone bills for Internet access and Internet access fees).

3.3 User shall abide by the rules below when using the EclipseView service in this Agreement:

(1) User shall observe the relevant laws and regulations, protect the national interests and safeguard the national security.

(2) User shall observe all the network protocols, regulations and procedures relevant to the website service.

(3) User shall use the Service through www.eclipseview.com or other legal channels.

(4) User shall not use the Service for any illegal purpose.

(5) User shall not use this Service system to conduct activities that may affect the normal operation of the Internet.

(6) User shall not use this Service system to conduct activities that may adversely affect the product provider.

(7) User shall notify the product provider upon finding any illegal use of his/her account or any security leak of his/her account.

(8) User shall not use the Service by cheating or any inappropriate or unfair practice.

3.4 This Service involves the use of the Internet and may encounter security issues that may threaten user information and data security and affect the normal Service operation. User shall enhance security for his/her account information to avoid losses. The product provider shall make proper commercial efforts to protect the privacy and integrity of User data but does not guarantee any results.

3.5 The product provider reserves the right to upgrade or alter the Service at any time without prior notification. A new release may require the upgrade of the browser plug-in, cell phone client, and terminal device software, which may subject to separate upgrade by the product provider. User shall upgrade the relevant software as instructed by the product provider. Otherwise, the product provider shall not ensure the functions of the new version and continued use of the old version, and User shall bear the consequence or losses. The product provider reserves the right to alter or limit the use of some functions without prior notification.

3.6 The product provider offers value-added Internet and telecommunication services relevant to this Service, including free and payable value-added services. The product provider reserves the right to alter the fee rates and payment methods of value-added services at any time. Before charging User for a previously free-of-charge service, the product provider shall notify User in an appropriate way, allowing user to choose to accept or decline Service. When using payable services, User shall pay the fees in accordance with the rates. The product provider reserves the right to terminate service and claim compensations according to law when User refuses payment or defaults on payment.

3.7 The product provider has the right to advertise on this website, including but not limited to system messages and pop-up windows.

3.8 Disputes arising from using the third-party software and technologies during the use of this Service shall be addressed by the third party, and the product provider assumes no responsibility for that. The product provider does not offer support for third-party software and technologies. User shall contact third party for support.

4. Intellectual Property

4.1 All the contents of the Service, including but not limited to characters, charts, frameworks, information, audios, videos and/or software (including but not limited to the included charts, cartoons, audios, videos, UI, data, programs, codes and documentation) are owned by the product provider or the legal rights holders authorized by the product provider and are protected by copyright law, trademark law or other laws and regulations. Except the limited right to use EclipseView service and the right stipulated in this Agreement, User shall not use, copy, change, rent, lease, sale, publicize, release or publish any contents without prior written consent of the product provider and its rights holders. User shall not duplicate, translate, decompose or decompile the relevant software, shall not transform the target codes into source codes in any way.

4.2 This Agreement does not authorize User to use any trademark, service mark, logo, domain name, or any other brand feature of the product provider.

4.3 The product provider has the right to stop offering Service and product upon finding violation of this Agreement by User, and the product provider has the right to resort to law and claim compensation for all losses.

5. Privacy Protection

5.1 The product provider fully respects User privacy and protects User's personal information, and for that the product provider is willing to take reasonable measures. The product provider shall not disclose to the public or share with a third party User information without User's consent. The product provider may disclose User information in the following situation:

- (1) With User's express authorization in advance.
- (2) In accordance with relevant laws and regulations or government mandatory requirements.
- (3) For purposes of academic research or public interests.
- (4) To safeguard legal interests of the product provider, such as searching, preventing, handling fraud and safety issues.
- (5) In accordance with relevant service terms and usage regulations.

5.2 To improve service quality and user experience, the product provider may offer service to User by cooperating with the third party. If the third party agrees to take equal responsibility with the product provider to protect User privacy, the product provider may disclose User information to the third party.

5.3 The product provider may collect service statistics and share the collected statistics with the public. Without disclosing User's private profile, the product provider has the right to analyze user database as a whole and use the database for commercial purpose (including but not limited to publishing, analyzing, or using information on user visits, periods of visit, user preferences).

6. Disclaimer

6.1 User agrees to solely take risks and consequence of using the Service, and the product provider does not assume any responsibility. Considering the speciality of network service, the product provider has the right to take measures including but not limited to suspending Service, restricting access, freezing or deleting account, terminating Service, and resorting to law without prior notification of User in accordance with laws and regulations and based on the nature of User's behavior. The product provider bears no responsibility for any User and third party.

6.2 To the maximum extent permitted by applicable law, the product provider offers no warranty of any kind for this Service, implied or expressed, in laws or decrees, including but not limited to expressed or implied guarantee and conditions for applicability, stability, free of virus, free of negligence, free of technical flaws, ownership and free of infringement for www.eclipseview.com. The product provider offers no guarantee that the Service definitely meets User demands, that the Service is free from interruption or interference. The product provider offers no guarantee that the Service is highly responsive, secure, and free of fault. The product provider does not guarantee the accurate, timely, and smooth transmission of information.

6.3 User may obtain third-party contents through the Service, and the product provider may provide links to third-party websites for User's convenience, but the product provider is not responsible for checking or evaluating the correctness and accuracy of any third-party material, product, service, or website content, and the product provider does not offer any guarantee, does not assume any responsibility or obligation for this. User shall use his/her best judgment and take all possible risks for using such contents, including but not limited to the accuracy, completeness, and practicability of such contents.

6.4 To the maximum extent permitted by applicable law, the product provider takes no responsibility for any incidental, indirect, special, punitive, derivational and indirect losses arising from employing this service (including but not limited to business losses, profits losses, revenue losses, losses for using the data, economic profits losses and losses in human injury) no matter how they are

generated or they are arising from breaching of this agreement (including the breaching of the warranty) or infringement though you are informed the possible losses.

6.5 User understands and acknowledges the fact that the Service involves Internet service and can be affected by instable factors such as force majeure, computer virus, hacker attack, system instability, user location, device shutdown, illegal contents, spam message block, and other factors including network, technology, telecommunication line fault, and information security measures that lead to service interruption or service block. User agrees to take the above risks. The product provider assumes no responsibility for User's failure to receive video data, to receive erroneous data, or any other losses.

7. Service Interruption and Termination

7.1 User understands and acknowledges the fact that the product provider needs to regularly or irregularly check and shut down the website or other devices for maintenance purpose, which may interrupt or terminate the normal service. The product provider promises to take reasonable measures to avoid such interruption and termination or to reduce the interruption or downtime to the minimum.

7.2 The product provider has the right to stop or terminate the Service at any time without prior notification of User in the following cases. The product provider takes no responsibility for any inconvenience and loss brought to User or third party:

- (1) Regular inspection or construction, software or hardware upgrade.
- (2) Server is damaged and cannot function properly.
- (3) Unexpected software fault, hardware device fault, electrommunication device fault.
- (4) ISP line fault or other fault.
- (5) In emergencies to safeguard national security or the safety of other users or third-party.
- (6) In the case of force majeure or other causes due to the third party.

8. Other Terms

8.1 If any term in this Agreement becomes invalid partially or wholly, other terms remain valid.

8.2 All the headlines in this Agreement have no actual meaning and cannot be used to interpret this Agreement. The headlines are used only for your reading convenience.