

## **Agreement on the Service Use (Internet Lighting Control System)**

### **1. Definitions**

1.1. Service shall mean ME6Cloud software of Deus LLC available on the Internet site <https://cl.me6cloud.com>.

1.2. Terms and Conditions shall mean terms and conditions of this Agreement between the User and Deus LLC.

1.3. User shall mean any person who accepted Terms and Conditions of this Agreement and uses the Service.

1.4. Interface shall mean the aggregate of resources and methods used by the User for interaction with the elements of interconnected web pages located on the Internet at a unique address (URL) <https://cl.me6cloud.com>.

### **2. Subject of Agreement**

2.1. Use of the Service shall be governed by the Terms and Conditions contained herein.

2.2. These Terms and Conditions shall govern the use of the Service (excluding any services which can be provided by Deus LLC under a separate agreement) and completely replace any prior agreements between the User and Deus LLC in relation to the Service.

### **3. Compliance with Terms and Conditions**

3.1. The User shall accept the Terms and Conditions hereof in order to use the Service. The User shall not use the Service if it fails to accept the Terms and Conditions of this Agreement.

3.2. The User accepts the Terms and Conditions:

3.2.1. When it chooses the option "You accept our Terms of Service", if such option is available in the Service user interface of Deus LLC;

3.2.2. When it actually starts to use the Service. In this case the User understands and agrees that Deus LLC will treat its use of the Service as acceptance of the Terms and Conditions from the respective moment onwards.

3.3. The User shall not use the Service and may not accept the Terms and Conditions if not reached the legal age when entitled to conclude a binding contract with Deus LLC, or it is a person who is prohibited to use/receive such Service in accordance with laws of Russia or any other state, including the state of residence of the User or territory of the Service use.

3.4. It is recommended to print out a copy of these Terms and Conditions and keep it.

### **4. Change of Terms and Conditions**

4.1. Deus LLC reserves the right to amend these Terms and Conditions at any time, which amendments enter into force from the date of publication thereof. Upon making such amendments, Deus LLC shall publish the new version of the Terms and Conditions on the Service.

4.2. In case of disagreement with amendments to the Terms and Conditions, the User shall discontinue the Service use. The continuation of the Service use constitutes the acceptance by the User of the Terms and Conditions as amended.

4.3. The User agrees that Deus LLC may send notices, including those on amendments to the Service, by email, regular mail, or postings on the Service.

### **5. Service Provision**

5.1. Deus LLC may introduce new developments related to the Service.

5.2. The User acknowledges and agrees that Deus LLC may in its sole discretion stop (permanently or temporarily) provision of the Service or some specific Service functions to all Users or a single User in particular without prior notice.

5.3. The User acknowledges and agrees that, if Deus LLC denies the User access to the account, the User may lose access to the Service, User account information, or any files or other information contained in the account of the User.

### **6. Service Use**

6.1. In order to obtain access to the Service, the User may be required to provide an email address (e-mail) upon registration for use of the Service or in the course of authorization in order to continue use of the Service. The User agrees that any information provided to Deus LLC in the course of registration will always be accurate, correct and up to date.

6.2. The User agrees to use the Service solely for the purposes permitted by the Service and any applicable laws, regulations, common practice or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to or from Russia or other states).

6.3. The User agrees not to achieve (or attempt to) access the Service in any way other than through the interface provided by Deus LLC, except when such actions are permitted by separate agreement with Deus LLC.

6.4. The User agrees not to run any operations that interfere with the Service provision (or the work of the respective servers and networks which are connected to the Service) or violate it.

6.5. The User agrees not to reproduce, duplicate, copy, sell, trade or resell the Service for any purpose, except in cases when such actions are expressly allowed by separate agreement with Deus LLC.

6.6. The User agrees that it is liable (and that Deus LLC is not liable to the User or any third party) for any breach of the user's obligations under the Terms and Conditions and for the consequences of such violations (including any loss or damage which may be incurred by Deus LLC).

## **7. Disclaimer of Warranty and Liability Limitation**

7.1. The Service is provided "as is", and Deus LLC does not give users any guarantees with respect to the Service. Deus LLC provides no assurances or guarantees that:

7.1.1. The Service use will meet the user requirements, will not be interrupted, will be available at any time, will be safe or contain no errors or failures;

7.1.2. Any information obtained as a result of the Service use will be accurate and reliable;

7.1.3. Defects of the software provided to the User as part of the Service will be corrected.

7.2. No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for particular purpose or conformance to description) shall be applied to the Service, except for those expressly specified in the Terms and Conditions.

7.3. The Terms and Conditions hereof shall not affect the action of rights provided for by law, inherent to the User as a consumer which can not be changed or revoked by the User by virtue of contract.

7.4. No Terms and Conditions hereof shall exclude or limit the liability of Deus LLC for causing damages to the extent that such liability can not be excluded or its action can not be limited by applicable law.

7.5. Subject to the Terms and Conditions of this agreement, Deus LLC shall not be liable to the User for any indirect or consequential damages of any sort that may arise. This includes any loss (direct or indirect) of profits, any damage caused to goodwill or intangible assets, and any loss of data incurred by the User; any loss or damage that may be incurred by the User as a result of:

7.5.1. Any changes which Deus LLC is entitled to make into the Service, or as a result of termination (permanent or temporary) of the Service (or any function thereof);

7.5.2. Removal, failure or inability to maintain any information or other communication data contained in the Service or transmitted through the Service use;

7.5.3. The User has not provided to Deus LLC accurate account information;

7.5.4. The User fails to ensure security and confidentiality of its password or data on its account.

7.6. Limitation of liability of Deus LLC to the User specified in clause 7.5 shall apply regardless of whether Deus LLC was aware of the possibility of such damages.

## **8. Protection of Account and User Data**

8.1. Deus LLC considers information on the Service use by the User, as well as the content of lighting system management sessions to be confidential information. The Service does not send information on users to third parties.

8.2. The User agrees that it is responsible for maintaining confidentiality of passwords associated with any account used by the User to access the Service. Therefore, the User agrees that it is liable to Deus LLC for all activities that occur under its account.

8.3. The User agrees to immediately notify Deus LLC if it becomes aware of any unauthorized use of its password and account by sending an email to [admin@me6cloud.com](mailto:admin@me6cloud.com) or calling the telephone number listed in the contacts on the company's website <https://me6cloud.com>

## **9. Information Provided in Course of Service Use**

9.1. The User acknowledges that a person who provided any information (such as images, space planning, etc.), which may be accessed as part of the Service or through the Service use shall be responsible for such information.

9.2. The User understands that in the course of the Service use it may discover information that may be found offensive, indecent or objectionable, in such case it uses the Service at its own risk.

## **10. Property Rights**

10.1. The User agrees that Deus LLC has all property and non-property rights in relation to the Service, including any intellectual property rights in respect of the Service (regardless of whether such rights are registered or not, and regardless of the jurisdiction where such rights may arise).

10.2. The User acknowledges that the Service may contain information that would be considered confidential by Deus LLC, and the User shall not disclose such information without prior written consent of Deus LLC.

10.3. Except as otherwise agreed with Deus LLC in writing, nothing in these Terms and Conditions gives the User the right to use any trade names, trademarks, service marks, logos, domain names, and other distinctive signs of Deus LLC.

10.4. Deus LLC agrees that it does not acquire any property and non-property rights of the User regarding the information that the User sends through the Service use, including any intellectual property rights that may exist in relation to such information (regardless of whether such right is registered or not, and regardless of jurisdiction in which such rights are owned by the user). Except as otherwise agreed with Deus LLC in writing, the User agrees that it is liable for protecting and enforcing those rights and that Deus LLC is not obliged to do so on behalf of the User.

10.5. The User agrees not to remove, obscure, or alter any proprietary rights notices (including copyright and trademark) which may be contained on/in the Service.

10.6. Except as otherwise expressly permitted by Deus LLC in writing, the User agrees that when using the Service it will not use any trademarks, service marks, trade names or logos of any organization or company in such a way or with the intention that it might cause confusion about owner or authorized user of such marks, names or logos.

## **11. License**

11.1. Deus LLC provides the User with free personal and nonexclusive license (worldwide and non-transferable and non-assignable to third parties) to use software as part of the Service provided by Deus LLC. Such license is intended solely to provide the User with ability to use the Service and to benefit from the Service provided by Deus LLC in the manner specified in the Terms and Conditions.

11.2. The User may not (and may not permit anyone else to) modify, create derivative works, disassemble program into component codes, decompile or otherwise attempt to derive source code of software or any part thereof, except when such actions are expressly authorized or required by law or when User directly obtained written approval of Deus LLC to take such action.

11.3. Except when Deus LLC provides the User with written authorization to take such action, the User may not assign (or sublicense) the right to use software or otherwise transfer any part of the User's rights to use software.

## **12. Software Update**

12.1. Software used by the User within the Service may automatically download and install updates provided by Deus LLC. Such updates are designed to improve or develop the Service and may be provided in the form of bug fixes, enhanced functions, new software modules and completely new versions. The User agrees to receive and allows Deus LLC to provide such updates in the course of the Service use.

## **13. Termination of Relations with Deus LLC**

13.1. The Terms and Conditions shall continue to apply until terminated either by the User or Deus LLC, as described below.

13.2. The User may terminate this Agreement with Deus LLC upon notifying Deus LLC at any time accordingly. Such notification shall be sent in writing to the address of Deus LLC: admin@me6cloud.com.

13.3. Deus LLC may at any time terminate this Agreement with the User, if:

13.3.1. The User has violated any provision of the Terms and Conditions (or have acted in the manner which clearly shows that the User does not intend to or is not able to comply with provisions of the Terms and Conditions);

13.3.2. Deus LLC is required to do so by law (for example, when provision of the Service to the User is or becomes unlawful);

13.3.3. A partner of Deus LLC, offering the Service jointly with Deus LLC has terminated its relationship with Deus LLC or no longer offers the Service;

13.3.4. Deus LLC stops providing the Service to users in the territory of the User's country of residence or from the territory where it uses the Service;

13.4. Termination of these Terms and Conditions shall not affect any rights, obligations and responsibilities that apply to the User or Deus LLC (or incurred during the effective period of the Terms and Conditions) or in respect of which it is expressly stated that their effective period is unlimited.

## **14. Miscellaneous**

14.1. These Terms and Conditions and relationship between the User and Deus LLC shall be governed by the effective laws of the Russian Federation. The User and Deus LLC agree to submit to the exclusive jurisdiction of Russian Federation courts in the event of any disputes arising in connection with these Terms and Conditions.

14.2. In case of providing translation of the Terms and Conditions from Russian by Deus LLC, the User agrees that the translation is provided for its convenience only, and the relationship with Deus LLC shall be governed by the Russian version of the Terms and Conditions.

14.3. In case of conflict between the Russian version of the Terms and Conditions and its translation, the Russian version shall prevail.

14.4. The User agrees that, irrespective of clause 13.1, Deus LLC has the right to apply remedies in the form of injunction relief (or similar remedies for immediate action) in any jurisdiction.

14.5. If any court of law having the jurisdiction to resolve the relevant matter decides that any provision of these Terms and Conditions is invalid, such provision shall be removed from the Terms and Conditions without affecting the rest of the Terms and Conditions. Other provisions of the Terms and Conditions will continue to be valid and enforceable.