TERMS OF USE

Version: 3.0.0

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PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THE HiHome PLATFORMS (defined below)

Who we are and how to contact us

the 嗨家 - Hihome mobile application (the "App") (together, the "HiHome Platforms") are platforms operated by Chengdu Brighton Network Technology Co., Ltd. ("Brighton", "we", or "us"). To contact us, please email [<u>brightonchengdu@gmail.com</u>].

By using the HiHome Platforms you accept these terms

By using the HiHome Platforms and by accessing any contents provided therein (the "**Contents**"), you confirm that you accept these terms of service and that you agree to comply with them.

If you do not agree to these terms, you must not use the HiHome Platforms.

We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you

These terms of service refer to the following additional terms, which also apply to your use of the HiHome Platforms:

- Our Privacy Policy [<u>Hihome PDPA</u>], which explains how we collect, use and store your personal data.
- · Our Cookie Policy [<u>Terms of User</u>], which sets out information about the cookies on the HiHome Platforms.

I. General

All information contained in and presented on the HiHome Platforms are provided on an "as is" and "as available" basis for the purposes of providing you with general information. They are not intended to be taken as professional advice in relation to any residential or commercial property or transaction.

We do not warrant the accuracy, completeness, reliability, suitability and/or status (whether updated or not) of any information provided on the HiHome Platforms or any other sites (whether third-party or not) linked or connected to or reproduced on the HiHome Platforms. The Contents may be modified, suspended or removed at any time without prior notice to you. We may also update, change and/or suspend the HiHome Platforms from time to time to reflect changes to our products, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

We are the owner or the licensee of all intellectual property rights in the HiHome Platforms, and in the material published on it. The Contents shall not be reproduced, republished, altered, uploaded, posted, transmitted or otherwise distributed in any way without our prior written permission. Where the information/material is reproduced from elsewhere, copyright in respect of these works remain with their respective owners. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

We shall not be deemed to endorse and are not responsible for any third-party content that may be accessed through the HiHome Platforms. We make no representations and accept no liability for any loss or damage arising from any use or reliance on any Contents in the HiHome Platforms.

No principal-agent relationship between you and us shall be deemed to have been created by your use or viewing of the HiHome Platforms or by virtue of any communication between you and us through the HiHome Platforms.

These terms shall be governed by and construed in accordance with the laws of Singapore.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use the HiHome Platforms, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on [2025.07.01].

We may suspend or withdraw the HiHome Platforms

The HiHome Platforms is made available for viewing free of charge.

We do not guarantee that the HiHome Platforms, or any Content, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the HiHome Platforms for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access the HiHome Platforms through your internet connection are aware of these terms of service and other applicable terms of service, and that they comply with them.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

II. Terms of Use

We grant you a limited, non-exclusive, revocable (with or without cause), non-transferrable right and license to use the HiHome Platforms, subject to your strict adherence to these terms.

You shall only use the HiHome Platforms in accordance with these terms and shall not (at any time):

- (a) upload, communicate or introduce any content that violates or infringes another party's rights of publicity, privacy, copyright, trademark or any other intellectual property rights;
- (b) copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, interfere with, or disrupt the integrity of the HiHome Platforms.
- (c) Modify, adapt, improve, enhance, translate or derive any material or work from the Content that has been made available on the HiHome Platforms;
- (d) violate any applicable laws, rules or regulations in connection with your access or use of the HiHome Platforms, wherever you may be located in the world;
- (e) use the HiHome Platforms to send, post, or otherwise communicate any content which is false, offensive, indecent, threatening, abusive, insulting, harassing, defamatory, libellous, deceptive, infringing, fraudulent, tortious, obscene, profane, invasive of another person's privacy, or racially, ethnically or otherwise objectionable.

In addition, you shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to the HiHome Platforms or any services provided via, or in relation to, the HiHome Platforms for any purpose, including the development, training, fine-tuning or validation of AI systems or models. This includes using (or permitting, authorising or attempting the use of):

- · Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the HiHome Platforms or any data, content, information or services accessed via the same.
- · Any automated analytical technique aimed at analysing text and data in digital form to generate information [or develop, train, fine-tune or validate AI systems or models] which includes but is not limited to patterns, trends and correlations.

This clause will not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

Rules about linking to the HiHome Platforms

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to the HiHome Platforms in any website that is not owned by you.

The HiHome Platforms must not be framed on any other site, nor may you create a link to any part of the HiHome Platforms other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on the HiHome Platforms other than that set out above, please contact [brightonchengdu@gmail.com].

III. Your Account

When you create an account with us on the HiHome Platforms (or any one of them), you represent and warrant that:

- (a) If you are an individual, you are at least 21 years of age.
- (b) If you are representing a <u>company, organisation or any other legal entity</u> (the "Relevant Entity"), you have authority to bind the Relevant Entity to these terms and that you are capable of entering into and performing legally binding contracts under applicable law for and on behalf of the Relevant Entity.
- (c) All information which you provide is accurate, up to date, truthful and complete.

You must keep your account details safe

You are fully responsonsible for all activity undertaken in the account that you have created, whether you are an individual or business user of the HiHome Platforms.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of service.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [brightonchengdu@gmail.com].

IV. Content

The Content on the HiHome Platforms are provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the HiHome Platforms.

Although we make reasonable efforts to update the information on the HiHome Platforms, we make no representations, warranties or guarantees, whether express or implied, that the Content on the HiHome Platforms is accurate, complete or up to date.

Uploading content to the HiHome Platforms

Whenever you make use of a feature that allows you to create content directly on the HiHome Platforms, upload or share content to the HiHome Platforms, or to make contact with other users of the HiHome Platforms, you must comply with the standards set out in our [Acceptable Use Policy **OR** Community Standards].

You warrant that any such contribution complies with those standards, and you are liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

We will consider any content you upload to the HiHome Platforms to be non-confidential and not protected by any trade mark, patent or copyright ("non-proprietary"), that is, in the public domain. You own your content, but you are required to grant us and other users of the HiHome Platforms a limited licence to use, store and copy that content and to distribute and make it available to others.

We also have the right to disclose your identity to anyone who is claiming that any content posted or uploaded by you to the HiHome Platforms violates their intellectual property rights or their right to privacy.

We have the right to remove any posting you make on the HiHome Platforms if, in our opinion, your post does not comply with the acceptable use standards set out in our [Acceptable Use Policy **OR** Community Standards].

If you wish to contact us in relation to content you have uploaded to the HiHome Platforms and that we have taken down, please contact [brightonchengdu@gmail.com].

Rights you are giving us to use material you upload

When you upload or post content to the HiHome Platforms, you grant us the following rights to use that content:

· A worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the website and across different media including to promote the HiHome Platforms or the service forever.

· A worldwide, non-exclusive, royalty-free, transferable licence for other users, partners or advertisers to use the in accordance with the functionality of the HiHome Platforms to expire when the user deletes the content from the HiHome Platforms.

User-generated content is not approved by us

The HiHome Platforms may include information and materials uploaded by other users. This information and these materials have not been verified or approved by us. The views expressed by other users on the HiHome Platforms do not represent our views or values.

V. Compliance

These terms and all disputes arising therefrom are governed by the laws of Singapore.

Without prejudice to any of the provisions of these Terms, all property listings must comply with all applicable laws, regulations, guidelines or policies and any notices, guidelines and/or policies issued by the Council for Estate Agencies ("CEA") such as the Practice Guidelines on Ethical Advertising and the Code of Ethics & Professional Client Care.

Every licensed estate agent and registered salesperson (collectively, the "Salespersons") must act in accordance with the provisions of the Estate Agents Act 2010, the Estate Agents (Estate Agency Work) Regulations 2010 and the guidelines issued by the CEA.

It is an offence for any individual to carry out estate agency work without a valid registration. You acknowledge and agree that we have no control over any website other than the HiHome Platforms and shall not in any event be responsible or held liable for any expired listing which appears on any website other than the HiHome Platforms or any expired listing which is retrieved by any search engine.

We are not responsible for websites we link to

Where the HiHome Platforms contain links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

We are not responsible for viruses

We do not guarantee that the HiHome Platforms will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programs and platform to access the HiHome Platforms. You should use your own virus protection software.

VI. No Warranty

You acknowledge and agree that the HiHome Platforms are provided on an "as is" and "as available" basis, and that your use of or reliance upon the HiHome Platforms and any Content, accessed or obtained thereby is at your sole risk and discretion.

We do not represent or warrant that:

- (a) the use of the HiHome Platforms will be secure, timely, uninterrupted or error free or that they will be compatible or operate in combination with any other hardware, software, system or data;
- (b) the HiHome Platforms will meet your requirements or expectations;
- (c) errors or defects in the HiHome Platforms will be corrected; or
- (d) the servers of the HiHome Platforms are free of viruses or other harmful components.

All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement, are hereby excluded and disclaimed to the fullest extent permitted under the law.

The HiHome Platforms may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications (including problems inherent to the computer or electronic device you use). We are not responsible for any delays, delivery failures, damages, or losses resulting from such problems. No advice or information, whether oral or written, obtained by you from us or from the Website and/or App shall create any representation, warranty or guarantee.

Furthermore, you acknowledge that we have no obligation to support or maintain the HiHome Platforms. We disclaim any and all liability or responsibility in relation to the content made available through the Website and/or App, including but not limited to the Content uploaded by users or the third party content. We are not responsible or liable in any manner for the third party content associated with or utilized in connection with the HiHome Platforms, including the failure (or lack) of such third-party content.

In addition, the HiHome Platforms may promote, advertise or sponsor functions, events, offers, competition or other activities which may be conducted online or offline and which may be conducted by third parties. These activities may be subjected to separate terms and conditions. Your participation in such activities is solely at your digression and risk.

We do not accept any responsibility in connection with your participation in activities conducted by any other party.

VII. Indemnity

You will indemnify and hold us, our subsidiaries, affiliates, partners, suppliers, licensors, shareholders, officers, employees, independent contractors and agents and all successors and/or assigns harmless from and against any and all actions, claims, proceedings, damages, losses, costs and expenses resulting from:

- (a) your use of the Website and/or App;
- (b) any Content that you provide or have provided;
- (c) any use of your account that you have created on the HiHome Platforms;
- (d) your breach of these Terms;
- (e) your breach of any legal or statutory requirement, duty or law; and/or
- (f) your violation of any rights of another person or entity.

If any person (the "Complainant") files a complaint with us in relation to the Content listed, made available, displayed, offered for sale and/or sold on the HiHome Platforms and requests us to take action against a user of the HiHome Platforms, the Complainant agrees to hold us harmless and to fully indemnify us against any and all liabilities, losses, costs (including but not limited to legal costs), expenses and damages of any nature whatsoever incurred or suffered by any of them on a full indemnity basis as a result of or however arising from any actions that we may take in reliance of or as result of such complaint filed by the Complainant. The Complainant further agrees not to take any legal action or make any claim, complaints or demand against us in relation to such complaint.

VIII. How we may use your personal information

We will only use your personal information as set out in our [Hihome PDPA].

IX. Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of service, their subject matter and their formation, are governed by Singaporean law. We both agree that the courts of Singapore will have exclusive jurisdiction.

If you are a business, these terms of service, their subject matter and their formation (and any non-contractual disputes or claims) are governed by Singaporean law. We both agree to the exclusive jurisdiction of the courts of Singapore.