

Keenon Cloud Terms of Use

Updated at: 2022-07-25

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

These Terms of Use (collectively, “**this Agreement**”) describe the terms and conditions applicable to your access and use of the Keenon Cloud , currently located at URL: es.robotkeenon.com/login?redirect=%2Fdashboard(collectively the “**Keenon Cloud Platform**”). This document is a legally binding agreement between you as a user of the Keenon Cloud Platform (referred to as “**you**” or “**your**” hereinafter) and Keenon Cloud (referred to as “**we**”, “**our**” or “**Keenon Cloud**” hereinafter). Registered users of the Keenon Cloud Platform, including you and other registrants, are referred to as “User” hereinafter. By using the Keenon Cloud Platform, the Platform Services (as defined below), you acknowledge and agree that you have read, understood, and agreed to be bound by the Terms (as defined below).

1. Application and Acceptance of the Terms

1.1 Your use of the Keenon Cloud Platform (the “**Platform Services**”) (Platform Services) is subject to the terms and conditions contained in this document as well as those provided in the following (collectively, the “**Terms**”):

- (a) Keenon Cloud Terms of Service;
- (b) Privacy Policy; and
- (c) Any other website or service rules and policies as adopted and published on the Keenon Cloud Platform from time to time.

1.2 By accessing the Keenon Cloud Platform or using the Services, you agree to accept and be bound by the Terms. Please do not use the Services if you do not agree to and accept all of the Terms. You acknowledge and agree that Keenon Cloud may amend any Terms at any time by posting the relevant amended and restated Terms on the Keenon Cloud Platform. Unless otherwise noted by Keenon Cloud, material changes to the Terms and any addendum will become effective 15 days after they are posted, except if the changes apply to new Keenon Cloud Services, new functions or for compliance of applicable law in which case they will be effective immediately or at a date as specified by Keenon Cloud. By continuing to use the Services, you agree to be bound by the amended and restated Terms.

1.3 Keenon Cloud shall have the right to assign and/or novate any part of or all of the Terms (including any of our rights, titles, benefits, interests, and obligations and duties in the Terms and this Agreement) to any person or entity (including any affiliates of Keenon Cloud). Keenon Cloud may by written notice to you (which may be posted on the Keenon Cloud Platform) require such novation of the Terms or any part thereof, and you hereby irrevocably agree and consent to any such novation, whereupon Keenon Cloud shall be released and discharged from all of its obligations under these Terms, as well as all claims, actions and demands arising under these Terms up to the time of such novation.

1.5 You may not assign, in whole or part, any of the Terms (including this Agreement) to any person or entity.

2. Provision of Services

2.2 You must register as a member on the Keenon Cloud Platform in order to access and use the Platform Services.

2.3 Keenon Cloud has the right to restrict, suspend or terminate your access to or use of the Keenon Cloud Platform or certain Services (or any features within the Services) if in Keenon Cloud's sole and absolute opinion, you are in breach of the Terms.

2.4 The Services (or any features within any Service) may vary for different regions and countries. No warranty or representation is given that a particular Service or feature or function thereof or the same type and extent of the Service or features and functions thereof will be available in all countries and regions or for all users. Keenon Cloud may in its sole discretion limit, deny or create different level of access to and use of any Services (or any features comprised therein) with respect to different users.

3. Use of the Keenon Cloud Platform or Services

3.1 As a condition of your access to and use of the Services, you agree that you will comply with any and all applicable laws and regulations, and will not engage in fraudulent or deceptive practices, when using the Services.

3.2 With respect to content made available via the Services, you agree that you will not:

(a) copy, reproduce, download, re-publish, sell, distribute or resell any Services or any information, text, images, graphics, video clips, sound, directories, files, databases or listings, etc made available via the Services (the "**Content**");

(b) without limiting the generality of the foregoing, copy, reproduce, download, compile or otherwise use any Content for the purposes of operating a business that competes with Keenon Cloud, or otherwise commercially exploit the Content. Systematic retrieval of Content from the Services to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from Keenon Cloud is prohibited; or

(c) upload, post, make available, use, encourage, promote, facilitate the use or submission or copy, reproduce, download or compile any Content or materials

(i) that are defamatory, obscene, abusive, invasive of privacy, or offensive, including but not limited to content related to child pornography, bestiality, other types of illegal sexual content, and etc.;

(ii) obtained from or via the Services for any purpose not expressly permitted in the Terms; or

(iii) that infringe or misappropriate the Intellectual Property Rights (as hereinafter defined) or proprietary rights of Keenon Cloud or others in connection with your use of the Services.

3.3 You agree that you will not:

- (a) undertake any action to undermine the integrity of the computer or communication systems, network, software application, or networks and computing devices used in connection with the Services and/or any other User (each a “**System**”) nor to gain unauthorized access to any System;
- (b) monitor data or traffic on any System without the express permission of Keenon Cloud;
- (c) probe, test, or scan the vulnerability of any System or to breach any security or authentication measures used in connection thereto;
- (d) falsify your original, including the forging of TCP-IP packet headers, e-mail headers, or any part of any message describing its origin or route; or
- (e) otherwise do any act or thing which, in the sole opinion of Keenon Cloud, may undermine the security of any System.

3.4 You agree that you will not:

- (a) conduct any monitoring or crawling of any System;
- (b) engage in any denial of service (DoS) attacks, distributed denial of service (DDoS) attacks, or any other forms of network attacks;
- (c) engage in any behavior that may interfere with the proper functioning of any System; including mail/news-bombing, broadcast attacks, flooding, and any other relevant network interference techniques;
- (d) operate any network services, such as open proxies, open mail relays, open recursive domain name servers, and etc; or
- (e) otherwise do any act or thing which, in the sole opinion of Keenon Cloud, constitutes network abuse of any System.

3.5 You agree that you will not distribute, send, or facilitate the sending of any unsolicited electronic commercial messages, or engage in any form of spamming activities that are in breach of the laws and regulations of any relevant jurisdiction or otherwise do any act or thing which, in the sole opinion of Keenon Cloud, constitutes promotion and marketing message abuse.

3.6 You acknowledge and agree that by disclosing and/or submitting any information to us, you warrant that you have the full power, legal capacity and authority to disclose and/or submit such information, and that the use of such information in accordance with these Terms of Use shall not expose us to any claim, liability, or prosecution.

3.7 In addition to the matters set out in the Privacy Policy in relation to personal data, you agree as follows in relation to any data or information (other than personal data) that you provide to us for processing, storage, hosting or any other purposes in connection with your use of our Services (“**Information**”).

- (a) Except as provided below, Information that you provide to us will be transferred to, stored and processed in the country in which we, our affiliates, or our sub-contractors maintain facilities for the Services. This may be in a different jurisdiction from where you are located, and accordingly, such Information may need to be transferred to an overseas jurisdiction.

(b) You acknowledge and agree that any such overseas transfer or processing of such Information is necessary to process and administer your customer account and to provide the Services and you consent to the same. You further agree and consent to Keenon Cloud processing such Information on your behalf pursuant to these Terms of Use and/ you appoint us to perform any such transfer of such Information to any such country and to store and process such Information to provide our Services.

(c) With respect to any other Information that you provide to us or collected by us, including Information provided at registration, Information we record pertaining to your activities, and Information provided voluntarily by you, you acknowledge and agree that we may in our commercial discretion store and/or transfer such Information to any of our affiliates, including those located in other countries.

(d) We will not disclose such Information outside of us, our affiliates or our third party service providers unless: i) you request us to do so; ii) your end user has provided consent for us to do so; iii) as provided in these Terms of Use or in accordance with your agreement(s) with us, or iv) as required by and to comply with applicable law, legal process or lawful government requests, or in respect of any claims or potential claims brought against us or our shareholders, subsidiaries or affiliates.

3.8 You agree and acknowledge that we have the sole discretion to designate from time to time the domain names or URLs through which you may permitted access to the Services and/or the Keenon Cloud Platform. You shall be solely responsible for implementing any changes necessary from time to time for your systems to interface with the same at your sole cost and expose.

4. Breaches by Users

Keenon Cloud shall have the right at its sole and absolute discretion to remove, modify or reject any content that you submit to, post or display on the Keenon Cloud Platform which in our sole opinion is unlawful, violates the Terms, or could subject Keenon Cloud or our affiliates to liability. Keenon Cloud shall have the right to take any enforcement actions as it deems appropriate at Keenon Cloud's sole discretion, including but not limited to giving a written warning to you, removing any user content submitted or published by you to the Keenon Cloud Platform or to the relevant features/functions of the Services, recovering damages or other monetary compensation from you, suspending or terminating your membership account with Keenon Cloud, or suspending your subscription of any Service. Keenon Cloud shall also have the right to restrict, refuse or ban you from any and all future use of any other Services provided by Keenon Cloud.

5. Limitation of Liability

5.1 To the maximum extent permitted under applicable law, the Services are provided "as is", "as available" and "with all faults", and Keenon Cloud hereby expressly disclaims any and all warranties, express or implied, including but not limited to, any warranties of condition, quality, durability, performance, accuracy, reliability, merchantability or fitness for a particular purpose, and non-infringement, or as to the Services being uninterrupted, error free, free of harmful components,

secure, or not otherwise causing damage or loss of functionality or data. To the maximum extent permitted under applicable law, Keenon Cloud makes no representations or warranties on the validity, accuracy, correctness, reliability, quality, stability, completeness or currency of any information provided on or through the Services; Keenon Cloud does not represent or warrant that the manufacture, importation, export, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed via the Services does not violate any third party rights; and Keenon Cloud makes no representations or warranties of any kind concerning any product or service offered or displayed on the via the Services. Any material downloaded or otherwise obtained through the Services is done at your sole discretion and risk and you are solely responsible for any damage to the System or loss of data that may result from the download of any such material. No advice or information, whether oral or written, obtained by you from Keenon Cloud or through or from the Services shall create any warranty not expressly stated herein. Save only for any warranties, representations, conditions and undertakings by Keenon Cloud expressly set forth in this Agreement, Keenon Cloud hereby excludes all other warranties, representations, conditions and undertakings, express or implied, to the maximum extent permitted under applicable law.

5.2 You hereby agree to indemnify and hold Keenon Cloud, its respective affiliates, directors, officers and employees harmless from and against any and all losses, claims, liabilities which may arise from your use of the Services (including but not limited to the display of your information on the Keenon Cloud Platform, the submission of unlawful materials to the Keenon Cloud Platform or the relevant ancillary features of any Services, and etc.) or from your breach of any of the Terms. You hereby further agree to indemnify and hold Keenon Cloud, its affiliates, directors, officers and employees harmless, from and against any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, as a result of any claims asserted by any third party claimants or other third parties relating to products displayed on the Keenon Cloud Platform. You hereby further agree that Keenon Cloud is not responsible and shall have no liability to you, for any material posted or submitted by others, including defamatory, offensive or illicit material and that the risk of damages from such material rests entirely with you. Keenon Cloud reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Keenon Cloud in asserting any available defenses and indemnify and hold Keenon Cloud harmless against the reasonable legal fees incurred by Keenon Cloud in that regard. To the maximum extent permitted under applicable law, Keenon Cloud shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort, equity or otherwise or any other damages resulting from any of the following:

(a) your use or inability to use the Services; any defect in goods, samples, data, information or services purchased or obtained from you or any other third party through the Services;

(b) your violation of any third party rights, or claims against you by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by any third party claimants;

(c) unauthorized access by third parties to your data or private information;

(d) your statements or conducts; or

(e) any matters relating to Services however arising, including negligence.

Notwithstanding any of the foregoing provisions, unless otherwise provided in the terms and conditions or service level agreements of the relevant Services, the aggregate liability of Keenon Cloud, and their respective employees, agents, affiliates, representatives or anyone acting on their behalf with respect to you for any and all claims arising from or in connection with the Services or any use or inability to use the same during any calendar year shall be limited to, in aggregate, the greater of USD100. The preceding sentence shall not preclude the requirement by you to prove actual damages. All claims against Keenon Cloud in respect of any of the matters referenced in this Clause 5.2 must be filed within one (1) year from the date the cause of action arose.

5.3 The limitations and exclusions of liability to you under the Terms shall apply to the maximum extent permitted by law and shall apply whether or not Keenon Cloud has been advised of or should have been aware of the possibility of any such losses arising.

6. Force Majeure

Unless otherwise provided in the terms and conditions of the relevant Services, under no circumstances shall Keenon Cloud be held liable for any delay or failure or disruption of the content or the Services resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, Internet failures, computer, computer viruses, cyber-attacks, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.

7. Notice and Procedure for Making Claims of Copyright Infringement

7.1 If you believe that your work has been copied in a way that constitutes copyright infringement, you may provide written notice to Keenon Cloud with full details to be submitted to Keenon Cloud

7.2 Keenon Cloud will only process notices in the English language that comply with the applicable copyright laws and this Terms of Use. Any notices that do not comply with the above will be rejected.

8. Intellectual Property Rights

8.1 Keenon Cloud is the sole owner or lawful licensee of all the rights and interests in the Keenon Cloud Platform and Keenon Cloud Platform's Content. All title, ownership and Intellectual Property Rights in the Keenon Cloud Platform shall remain with Keenon Cloud, its affiliates or licensors of Keenon Cloud's content, as the case may be. All rights not otherwise claimed under the Terms or by Keenon Cloud are hereby reserved. "KEENON", "KEENONCLOUD", and related icons and logos are registered trade marks or trade marks or service marks in various jurisdictions and are

protected under applicable copyright, trade mark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

9. General

9.1 The Terms constitute the entire agreement between you and Keenon Cloud with respect to and governs the use of the Services, superseding any prior written or oral agreements in relation to the same subject matter herein.

9.2 You and Keenon Cloud are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

9.3 If any term herein is adjudicated by a court or tribunal of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remainder of the terms herein shall remain in full force and effect.

9.4 Keenon Cloud's failure to enforce any right or failure to act with respect to any breach by a Member under this Agreement will not waive that right nor waive Keenon Cloud's right to act with respect with subsequent or similar breaches.

9.5 You shall not delegate, assign, sub-license or sub-contract any of the rights and/or obligations under this Agreement to any third party without our prior written consent.

9.6 Unless a right or remedy of you or Keenon Cloud is expressed to be an exclusive right or remedy, the exercise of it by either party is without prejudice to either party's other rights and remedies at law and/or in equity.

9.7 You shall do and execute or procure to be done and executed all such further acts, deeds, things and documents as may be necessary to give effect to the terms of this Agreement.

9.8 Save for Keenon Cloud and its affiliates, a person who is not a party to this Agreement has no right to enforce any term of this Agreement.

10. Governing Law and Dispute Resolution

The Terms shall be governed by the laws of Hongkong without regard to its conflict of law provisions. The parties to the Terms hereby submit to the exclusive jurisdiction of the courts of Hongkong.