

# Terms of Use

## Welcome to SENTROL CLOUD!

The **SENTROL CLOUD** (as defined below) are provided by Nietzsche Enterprise Co., Ltd., located at 4F, No.560, 2<sup>nd</sup> Sec., Chung Shan Rd., Chung Ho Dist., New Taipei City, Taiwan. 23544 ("SENTROL CLOUD", "we", "us" or "our").

By using our **SENTROL CLOUD**, you are agreeing to these terms. We're required to tell you that if you don't agree to the terms below, you can't use or access the **SENTROL CLOUD** in any manner.

**Effective date: March 2, 2017**

Please read on to learn the rules and restrictions that govern your use of our website(s), products, services, mobile applications and other software (collectively, the "**SENTROL CLOUD**"). If you have any questions, comments, or concerns regarding these terms or our **SENTROL CLOUD**, please contact us at **[service@nhr.com.tw](mailto:service@nhr.com.tw)**.

These Terms of Use (the "Terms") are a binding contract between you and Sentrolcloud. You must agree to and accept all of the Terms, or you don't have the right to use the **SENTROL CLOUD**. Your use of the **SENTROL CLOUD** in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the **SENTROL CLOUD**. These Terms include the provisions in this document, as well as those in the Sentrolcloud **[Privacy Policy](#)**.

**Will these Terms ever change?**

We are constantly trying to improve our **SENTROL CLOUD**, so these Terms may need to change along with the **SENTROL CLOUD**. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by updating a notice on the **SENTROL CLOUD** and/or by sending you an email.

If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the **SENTROL CLOUD**. If you use the **SENTROL CLOUD** in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

#### **What about my privacy?**

**NHR** takes the privacy of its users very seriously.

The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. We do not knowingly collect or solicit personally identifiable information from children under 13; if you are a child under 13, please do not attempt to register for the **SENTROL CLOUD** or send any personal information about yourself to us. If we learn we have collected personal information from a child under 13, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information, please contact us at [service@nhr.com.tw](mailto:service@nhr.com.tw).

#### **What are the basics of using **NHR**?**

In order to use the **SENTROL CLOUD**, you may be required to sign up for an account, provide a verifiable email address, provide your name, and select a password or PIN number and user name (which may be your email address) ("**NHR** User ID"). You promise to provide us with accurate, complete, and updated registration information about yourself. You may not select as your **NHR** User ID a name that you don't have the right to use, or another person's name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission.

You represent and warrant that you are of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the **SENTROL**

**CLOUD** and gotten your parent or guardian to agree to these Terms on your behalf). If you're agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms.

You will only use the **SENTROL CLOUD** for your personal, non-commercial use, and only in a manner that complies with all laws that apply to you. If your use of the **SENTROL CLOUD** is prohibited by applicable laws, then you aren't authorized to use the **SENTROL CLOUD**. We can't and won't be responsible for your using the **SENTROL CLOUD** in a way that breaks the law.

As part of using the **SENTROL CLOUD**, you may create connections between various physical devices (which may be provided by **NHR** or by others), third party services, and the **SENTROL CLOUD**. You acknowledge and agree that you will not connect any physical devices or third party services to the **SENTROL CLOUD** (or otherwise use the **SENTROL CLOUD**) in a manner that could be dangerous to you or to others, or which could cause damage to or loss of any property (whether real, personal, tangible or intangible). For example, you should never connect heavy machinery, power tools, medical equipment, or other similar devices to the **SENTROL CLOUD**.

**Your use of the SENTROL CLOUD is subject to the following additional restrictions:**

You represent, warrant, and agree that you will not contribute any User Submission (as defined below) or otherwise use the **SENTROL CLOUD** or interact with the **SENTROL CLOUD** in a manner that:

- a. Infringes or violates the intellectual property rights or any other rights of anyone else (including **NHR**);
- b. Violates any law or regulation;
- c. Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- d. Jeopardizes the security of your **NHR** account or anyone else's (such as allowing someone else to log on as you on the **SENTROL CLOUD**);
- e. Attempts, in any manner, to obtain the password, PIN number, account, or other security information from any other user;
- f. Violates the security of any computer network, or cracks any passwords, PIN numbers or security encryption codes;
- g. Runs Maillist, Listserv, any form of auto-responder or "spam" on the **SENTROL CLOUD**, or that otherwise interfere with the proper working of the **SENTROL CLOUD** (including by placing an unreasonable load on the **SENTROL CLOUD**' infrastructure);

- h. "Crawls," "scrapes," or "spiders" any page or portion of the **SENTROL CLOUD** (through use of manual or automated means);
- i. Copies or stores any significant portion of the Content (as defined below);
- j. Decompiles, reverse engineers, or otherwise attempts to obtain the source code of the **SENTROL CLOUD** (except (i) for sample or tutorial code examples that we provide on the **SENTROL CLOUD** which are clearly marked as such, or (ii) to the extent such restriction is prohibited by applicable law).

In addition, if you connect any video or audio recording devices to the **SENTROL CLOUD** (e.g., video cameras), you understand and acknowledge that (i) **NHR** use of any information collected from such devices, including audio/video information, is subject to **NHR** ' **Privacy Policy**, and (ii) you are responsible for obtaining (and you represent and warrant that you have obtained), any and all consents that may be required under applicable local law from all individuals who will be recorded by such devices. Without limiting any other remedy available to **NHR**, a violation of any of the foregoing is grounds for termination of your right to use or access the **SENTROL CLOUD**.

#### **Does **NHR** cost anything?**

**NHR** reserves the right to require payment of fees for certain features of the **SENTROL CLOUD**. Should you elect to subscribe to such features, you shall pay all applicable fees, as described on the **SENTROL CLOUD** in connection with such features. **NHR** reserves the right to change its price list and to institute new charges at any time, upon ten (10) days prior notice to you, which may be sent by email or posted on the **SENTROL CLOUD**. Use of the **SENTROL CLOUD** by you following such notification constitutes your acceptance of any new or increased charges.

#### **Will **NHR** ever change the **SENTROL CLOUD**?**

We're always trying to improve the **SENTROL CLOUD**, so they may change over time. We may suspend or discontinue any part of the **SENTROL CLOUD**, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the **SENTROL CLOUD**. In some cases, the changes we make to the **SENTROL CLOUD** may cause older hardware devices, third party services, software configurations or setups to no longer work with the **SENTROL CLOUD**, and you may be required to upgrade or change these devices, services, configurations or setups in order to continue using the **SENTROL CLOUD**. We'll try to give you notice when we make a material change to the **SENTROL CLOUD** that would adversely affect you, but this isn't always practical. Similarly, we reserve the right to remove any Content (including any **NHR**Apps or device or external service connections provided by **NHR** or by third parties) from the **SENTROL CLOUD** at any time, for any reason

(including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

#### **What are my rights in the [SENTROL CLOUD](#)?**

The materials displayed or performed on the [SENTROL CLOUD](#), including, but not limited to, applications, software and/or services that are designed to operate with the [SENTROL CLOUD](#) ("[NHRApps](#)"), text, graphics, articles, photos, images, illustrations, User Submissions, and so forth (all of the foregoing, the "Content") are protected by copyright and other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the [SENTROL CLOUD](#), and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's (including [NHR](#)'s) rights.

You understand that [NHR](#) owns the [SENTROL CLOUD](#). You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the [SENTROL CLOUD](#).

The [SENTROL CLOUD](#) may allow you to copy or download certain Content; please remember that just because this functionality exists, doesn't mean that all the restrictions above don't apply.

#### **What about information and data that I provide to the Service or that the Service collects?**

You may post, upload, share, store, or otherwise provide Content, information, or data to or through the [SENTROL CLOUD](#) in various ways. Any Content, information, materials or data that you provide to us in any way through the [SENTROL CLOUD](#) is referred to as your "User Submission." In addition, when you connect various hardware devices (such as sensors), third party services, or applications (such as [NHRApps](#)) with the [SENTROL CLOUD](#), those hardware devices and applications will in most cases provide information or data to the [SENTROL CLOUD](#), often in an automated fashion, and we refer to this information and data as "Device Data". You own your User Submissions and Device Data, and [NHR](#) does not claim any ownership over your User Submissions or Device Data. You grant us certain rights in your User Submissions and Device, as further detailed below. Please note that the following license is subject to our [Privacy Policy](#) (to the extent they relate to User Submissions or Device Data that are also your personally-identifiable information). You represent

and warrant that you own or otherwise control all rights to such User Submissions and Device Data and that disclosure and use of such User Submissions and Device Data by **NHR** (including without limitation, publishing content on the **SENTROL CLOUD**) will not infringe or violate the rights of any third party.

Subject to our Privacy Policy (where applicable), for all User Submissions and Device Data, you hereby do and shall grant **NHR** a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable and transferable license to use, modify, reproduce, distribute, share, prepare derivative works of, display, perform, and otherwise fully exploit the User Submissions and Device Data in connection with the **SENTROL CLOUD**, and **NHR's** (and its successors' and assigns') business, including without limitation for promoting and redistributing part or all of the **SENTROL CLOUD** in any media formats and through any media channels (including, without limitation, third party websites and services).

Unless explicitly acknowledged or committed to as part of a feature of the **SENTROL CLOUD**, **NHR** has no obligation to maintain or persist your User Submissions or Device Data for any specified period of time, to guarantee access to User Submissions or Device Data, and has no liability for User Submissions or Device Data submitted to the **SENTROL CLOUD** that are or become unavailable through the **SENTROL CLOUD**. You hereby grant **NHR** a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the **SENTROL CLOUD** any suggestions, enhancement requests, recommendations or other feedback that you provide to **NHR** relating to the operation of the **SENTROL CLOUD**.

**NHR** does not endorse and has no control over any User Submission. You acknowledge that all Content accessed by you using the Service and all User Submissions provided by you are at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom.

Please note that if you have registered with us as a **NHR** developer pursuant to our Platform Developer Agreement, the Platform Development Agreement will govern our use of any code that you submit to us under that agreement.

**Who is responsible for what I see and do on the **SENTROL CLOUD**?**

Any information or content publicly posted or privately transmitted through the **SENTROL CLOUD** is the sole responsibility of the person from whom such content originated, and you access all such information and content at your own risk, and we aren't liable for any errors or omissions in that information or content or for any

damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the **SENTROL CLOUD**. We can't guarantee the identity of any users with whom you interact in using the **SENTROL CLOUD** and are not responsible for which users gain access to the **SENTROL CLOUD**.

You are responsible for all Content you contribute, in any manner, to the **SENTROL CLOUD**, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You will keep all your registration information accurate and current. You are responsible for all your activity in connection with the **SENTROL CLOUD**.

The **SENTROL CLOUD** may contain links or connections to third party **NHRApps**, websites or services that are not owned or controlled by **NHR**. When you access third party **NHRApps** or websites or use third party services, you accept that there are risks in doing so, and that **NHR** is not responsible for such risks. We encourage you to be aware when you use any third party **NHRApps** or services or when you leave the **SENTROL CLOUD**, and to read the terms and conditions and privacy policy of each third party **NHRApp**, website or service that you visit or utilize.

**NHR** has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the **SENTROL CLOUD**. In particular, when you use a **NHRApp** provided by a third party or connect a third party service to the **SENTROL CLOUD**, that third party may place additional terms and conditions (including a privacy policy) on your use of that **NHRApp** or any associated services, and you agree that you will comply with all such terms and conditions. We are not responsible for (and do not endorse) any third party terms and conditions, or any third party **NHRApps** or services. In addition, **NHR** will not and cannot monitor, verify, censor or edit the content of any third party **NHRApp**, site or service. By using the **SENTROL CLOUD**, you release and hold us harmless from any and all liability arising from your use of any third party **NHRApp**, website or service.

Your interactions with third party organizations and/or individuals found on or through the **SENTROL CLOUD**, including payment and delivery of goods or services under any transaction you enter into with a third party, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you

and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that **NHR** shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this site, or between users and any third party, you agree that **NHR** is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release **NHR**, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our **SENTROL CLOUD**.

#### **What if I want to stop using the **SENTROL CLOUD**?**

You're free to do that at any time, by contacting us at [service@nhr.com.tw](mailto:service@nhr.com.tw); please refer to our [Privacy Policy](#), as well as the licenses above, to understand how we treat information you provide to us after you have requested deletion of your **SENTROL CLOUD** account. **NHR** is also free to terminate (or suspend access to) your use of the **SENTROL CLOUD** or your account, for any reason in our discretion, including your breach of these Terms. **NHR** has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Account termination may result in destruction of any User Submissions and/or Device Data associated with your account, so keep that in mind before you decide to terminate your account. We will try to provide advance notice to you prior to our terminating your account so that you are able to retrieve any important User Submissions or Device Data you may have stored in your account (to the extent allowed by law, these Terms, and the functionality of the **SENTROL CLOUD**), but we may not do so if we determine it would be impractical, illegal, not in the interest of someone's safety or security, or otherwise harmful to the rights or property of **NHR**.

If you have deleted your account by mistake, contact us immediately at – we will try to help, but unfortunately, we can't promise that we can recover or restore anything.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

**I use the **NHR** App available via the Apple App Store – should I know anything about that?**

These Terms apply to your use of all the **SENTROL CLOUD**, including the iPhone and iPad applications available via the Apple, Inc. ("Apple") App Store (the "Application"), but the following additional terms also apply to the Application:

- a. Both you and **NHR** acknowledge that the Terms are concluded between you and **NHR** only, and not with Apple, and that Apple is not responsible for the Application or the Content;
- b. The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the **SENTROL CLOUD** for your private, personal, non-commercial use, subject to all the terms and conditions of this Agreement as they are applicable to the **SENTROL CLOUD**;
- c. You will only use the Application in connection with an Apple device that you own or control;
- d. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- e. In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
- f. You acknowledge and agree that **NHR**, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
- g. You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, **NHR**, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- h. You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- i. Both you and **NHR** acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and
- j. Both you and **NHR** acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and that upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as the third party beneficiary hereof.

**What else do I need to know?**

*Warranty Disclaimer.* **NHR** does not make any representations or warranties concerning any products (except as expressly set forth below), software, services, information or content contained in or accessing through the **SENTROL CLOUD**, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the **SENTROL CLOUD**. We

make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the **SENTROL CLOUD**. Products and services purchased or offered through the **SENTROL CLOUD** are provided "AS IS" and without any warranty of any kind from **NHR** or others, unless a separate written warranty is provided expressly and unambiguously for a specific product or service (and if such a warranty is provided, it will apply only to such specific product or service, and not to the **SENTROL CLOUD** generally). THE **SENTROL CLOUD** (AND ALL PRODUCTS, SOFTWARE, SERVICES, INFORMATION AND CONTENT) ARE PROVIDED ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OR ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE FOREGOING WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

*Limitation of Liability.* TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL **NHR** BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR FAILURE OR MALFUNCTION OF ANY DEVICE CONNECTED TO THE **SENTROL CLOUD**, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO **NHR** IN CONNECTION WITH THE **SENTROL CLOUD** IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (III) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

*Risk of Loss; Insurance.* YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE **SENTROL CLOUD** (INCLUDING, WITHOUT LIMITATION, USING THE SERVICES TO SECURE OR OTHERWISE CONTROL ACCESS TO ANY REAL OR PERSONAL PROPERTY) IS SOLELY AT YOUR OWN RISK, AND THAT YOU ACCEPT RESPONSIBILITY FOR ALL LOSSES, DAMAGES AND EXPENSES ARISING OUT OF SUCH USE. **NHR** IS NOT AN INSURER. YOU ARE RESPONSIBLE FOR MAINTAINING INSURANCE COVERING ALL LOSS,

DAMAGE OR EXPENSE, WHETHER FOR PROPERTY DAMAGE, PERSONAL INJURY (INCLUDING DEATH), ECONOMIC LOSSES OR ANY OTHER FORM OF LOSS, DAMAGE OR EXPENSE ARISING OUT OF OR FROM (I) THESE TERMS, OR (II) THE **SENTROL CLOUD**.

*Indemnity.* You agree to indemnify and hold **NHR**, its affiliates, officers, agents, employees, and partners harmless for and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of the **SENTROL CLOUD** (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

*Assignment.* You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your **SENTROL CLOUD** account, in any way (by operation of law or otherwise) without **NHR**'s prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

*Choice of Law; Arbitration.* These Terms are governed by and will be construed under the laws of Taiwan (ROC), without regard to the conflicts of laws provisions thereof. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in Taiwan (ROC).

*Miscellaneous.* You will be responsible for withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the **SENTROL CLOUD**. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and **NHR** agree that these Terms are the complete and exclusive statement of the mutual understanding between you and **NHR**, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms, and that all modifications to these Terms must be in a writing signed by both parties (except as otherwise provided herein). No agency, partnership, joint venture, or employment is created as a result of these Terms and you do not have any authority of any kind to bind **NHR** in any respect whatsoever. Except

as expressly set forth in the section above regarding the Apple Application, you and **NHR** agree there are no third party beneficiaries intended under this Agreement. In the event that you have accessed the **SENTROL CLOUD** via Your account with Nietzsche Enterprise Co., Ltd. (“NHR”), these Terms are further subject to the terms and conditions of the then-current NHR Service Terms and Conditions. In the event of any express conflict between the terms and conditions of these Terms and the then-current NHR Service Terms and Conditions, the then-current NHR Service Terms and Conditions shall govern solely with respect to that conflict.