

Terms of Use for Homa Hub

Effective Date: February 15, 2024

1. Introduction

Welcome to the website and mobile application (collectively, the "Platform") of Homa Hub, a Singapore-based company dedicated to providing smart home products and services. By accessing or using the Platform, you agree to be bound by these Terms of Use ("Terms"). Please read these Terms carefully before using the Platform. If you do not agree to all of these Terms, you may not access or use the Platform.

2. Modifications to the Terms

We may modify these Terms at any time and without notice by posting the amended Terms on the Platform. Your continued use of the Platform after any such modification constitutes your acceptance of the amended Terms.

3. Eligibility

To use the Platform, you must be at least 18 years of age and have the legal capacity to enter into binding contracts. You also warrant that all information you provide to us is accurate, complete, and current.

4. User Content

You may submit content to the Platform, such as reviews, feedback, and suggestions ("User Content"). You retain all ownership rights in your User Content, but you grant us a non-exclusive, worldwide, royalty-free, perpetual license to use, reproduce, modify, adapt, publish, translate, distribute, and display your User Content on the Platform and in any other media, including for marketing and promotional purposes. You represent and warrant that you have all necessary rights and permissions to grant this license.

5. Acceptable Use

You agree to use the Platform in a manner that is consistent with applicable laws and regulations and that does not violate the rights of others. You agree not to use the Platform:

- To engage in any illegal or fraudulent activity.
- To infringe upon the intellectual property rights of others.
- To transmit any spam, viruses, or other harmful content.
- To impersonate any other person or entity.
- To interfere with or disrupt the Platform or any servers or networks connected to the Platform.
-

6. Intellectual Property

The Platform and all content and materials contained therein, including trademarks, copyrights, and trade secrets, are the property of Homa Hub or its licensors and are protected by applicable intellectual property laws. You agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, or transfer any part of the Platform content without our prior written consent.

7. Disclaimer and Warranties

THE PLATFORM AND ALL CONTENT AND MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND SECURITY. WE DO NOT WARRANT THAT THE PLATFORM WILL BE ERROR-FREE, SECURE, OR UNINTERRUPTED.

8. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PLATFORM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Indemnity

You agree to indemnify and hold harmless Homa Hub and its officers, directors, employees, agents, and licensors from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to your use of the Platform or your violation of these Terms.

10. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of Singapore, without regard to its conflict of laws provisions. Any dispute arising out of or relating to these Terms shall be subject to the exclusive jurisdiction of the courts of Singapore.

11. Entire Agreement

These Terms constitute the entire agreement between you and us with respect to the Platform and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written.

12. Severability

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.