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The Software and Services are an internet control product that consists of client software installed on your android device (the "**Device**") and allows You to use GizmoControl software and services through Your Device or an online portal. Any such access and use of the Software and Services shall be governed by this Agreement. The client software on your Device connects to a server network infrastructure that is deployed on the internet and operated as a managed service by KocharTech.

- 1. Software, Services and Installation :** The Software and Services include client software and access to related internet services, including but not limited to remote access, user access settings and application management.
 - a. KocharTech hereby grants You a non-exclusive, non-transferable license to use a binary version of the Software and access the Software and Services solely for Your use, and strictly in accordance with the terms and conditions of this Agreement during the Service Period as defined below. You may install one copy of the Software on each Device You have in Your home, each of which will be referred to as a licensed Device.
 - b. You must agree to provide KocharTech with accurate and truthful information at the time of registration, including, but not limited to, Your name, address, telephone number, and email address to keep Your registration information current during the Service Period defined below.
 - c. KocharTech is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Software and Services which KocharTech provides may change from time to time without prior notice to You. As part of this continuing innovation, You acknowledge and agree that KocharTech may stop (permanently or temporarily) providing the Software and Services (or any features within the Software and Services) to You or to users generally at KocharTech's sole discretion, without prior notice to You. You may stop using the Software and Services at any time. You do not need to inform KocharTech specifically when You stop using the Software and Services. KocharTech may, at any time without notice or liability, restrict the use of the Software and Services or limit its availability in order to perform maintenance activities.
- 2. Application Usage:**
 - a. GizmoControl Family and GizmoControl Plus software and services will work only if you have an active Internet connection. For example, for Fetch Location service, your device must be connected to Internet via 2G,3G, Wi-Fi or any other medium.
 - b. If you cannot make a connection, check and verify that You are in range of a Wi-Fi router or base station. If You are on a device with cellular service, make sure that cellular data is turned on.
 - c. Internet speed will affect the communication channel. The better the Internet speed, more quickly will You be able to complete the operations. If You think You are having connectivity issues with Your network, kindly contact your mobile or Internet service provider.
- 3. Service Period:**
 - a. The Service Period for the paid-for Gizmo Control Family & Gizmo Control Plus Software and Services shall begin on the date of registration after purchase and shall last for the period of time set forth in the applicable transaction documentation from the authorized reseller from which You have purchased the Software and Services.
 - b. Notwithstanding Section 2(a) above, if You received the Software and Services as part of a Package Offering, the Service Period shall begin on the date of Your initial use or installation on a Device of: (i) the Software and Services; or (ii) any other software product or mobile application included in such Package Offering.
 - c. If not renewed for the set purchase price, the Gizmo Control Family and Gizmo Control Plus Software and Services may automatically deactivate upon expiration or termination of the Gizmo Control Service Period, or the Service Period for the Package Offering, and You will no longer be entitled to use the Gizmo Control Family and Gizmo Control Plus Software and Services.
- 4. Scope of License :**
 - a. The Software and Services are licensed, not sold. KocharTech or its licensors shall retain all right, title and interest in the Software and Services, including without limitation all intellectual property rights embodied therein. You do not acquire any rights, express or implied, in the Software and Services, other than those specified in this Agreement. You may not distribute, sublicense, rent, lease or use the Software and Services except as provided under this Agreement. You agree not to cause or permit the reverse engineering, disassembly, decompilation or other attempt (i) to defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in, or (ii) to derive the source code of the underlying ideas, algorithms, structure or organization from the Software and Services, except to the extent required by law.
 - b. You may not use the Software and Services to upload, transmit, or transfer any data, information, materials, or content to KocharTech or any third party other than transmissions or transfers of information necessary for the intended use of the Software and Services. You also agree not to use the Software and Services for any unlawful or improper purpose. Specifically, You agree that Your use of the Software and Services will be in compliance with the local laws which are applicable to You.
 - c. KocharTech respects the intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please call or write to at info@gizmocontrol.com

5. Data collection and protection : A brief detail of monitored content collected by the Software and Services is included in the GizmoControl Privacy Notice found at <https://www.gizmocontrol.com/privacy.html>. Additionally, from time to time, the Software and Services may collect certain information from Your Device, which may include the following:

- The Software accesses the International Mobile Equipment Identity (IMEI) in order to generate a hash that ensures anonymity. The hash is used to analyze and aggregate equipment data for statistical purposes. The above information is used for the purpose of identifying the telecommunications device eligible to receive updates for the Software. This information will not be correlated with any other personally identifiable information, such as Your account information. After the service has terminated, the data is retained in statistical form exclusively for internal research.
- Information regarding installation of the Software indicates to KocharTech whether installation of the Software was successfully completed and is collected by KocharTech for the purpose of evaluating and improving KocharTech's product installation success rate. This information will not be correlated with any personally identifiable information.
- Information on potential security risks as well as URLs of websites visited that the Software deems potentially fraudulent. The URLs could contain personally identifiable information that a potentially fraudulent website is attempting to obtain without Your permission. This information is collected by KocharTech for the purpose of evaluating and improving the ability of KocharTech's products to detect malicious behavior, potentially fraudulent websites and other Internet security risks. This information will not be correlated with any personally identifiable information.
- Information on installed applications including, but not limited to; the application name and version, package name, description and dates installed and uninstalled.
- The name given, during initial setup, to the Device on which the Software is being installed. If collected, the name will be used by Kochartech as an account name for such Device under which You may elect to receive additional services and/or under which You may use certain features of the Software.
- The Internet Protocol (IP) address and/or Media Access Control (MAC) address and the Machine ID of the Device on which the Software is installed to enable the Software to function and for license administration purposes.
- Other general, statistical information used for product administration and analysis, and for improving product functionality. This information will not be correlated with any personally identifiable information.

All of the collected information as set out above is necessary for the purpose of delivering or optimizing the functionality of KocharTech's products.

KocharTech may disclose the collected information if asked to do so by a law enforcement official as required or permitted by law or in response to a legal process. In order to promote awareness, detection and prevention of Internet security risks, KocharTech may share certain anonymous security information with research organizations and other security software vendors. KocharTech may also use statistics derived from the information to track and publish reports on security risk trends.

By using the Software and Services, You acknowledge and agree that KocharTech may collect, transmit, store, disclose and analyze such information for these purposes.

6. Feedback : Feedback consists of any of Your suggestions, comments or other remarks, whether it is required or provided on a voluntary basis, relating to the Software and Services ("**Feedback**"). If You provide KocharTech with any Feedback, as required or on a voluntary basis, as part of Your use of the Software and Services, You agree that: (a) KocharTech may freely use, disclose, reproduce, license, distribute and otherwise commercialize the Feedback in any KocharTech product, specification or other documentation; and (b) You will not give KocharTech any Feedback (1) that You have reason to believe is subject to any patent, copyright, or other intellectual property claim or right of any third party; or (2) that is subject to license terms that seek to require any KocharTech product incorporating or derived from any Feedback, or other KocharTech intellectual property, to be licensed to or otherwise shared with any third party. You also grant third parties, without charge, those patent rights necessary to enable their products to use or interface with any specific parts of a KocharTech product that incorporate the Feedback.

7. Technical Support : KocharTech is not obligated to provide technical support or maintenance for the Software and Services. If such features are offered and You choose to access such support the following terms shall apply. Any such support shall be provided in KocharTech's sole discretion without any guarantee or warranty of any kind. It is solely Your responsibility to complete a backup of all Your existing data, software and programs before utilizing support. KocharTech reserves the right to refuse, suspend or terminate any of the support at its sole discretion.

8. DISCLAIMER OF WARRANTY : THE SOFTWARE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. KOCHARTECH EXPRESSLY DISCLAIM ALL CONDITIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL KOCHARTECH OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY DIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS LICENSE, EVEN IF KOCHARTECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Arbitration : You and KocharTech agree that any dispute, claim or controversy arising out of or relating in any way to the Software and Services or this Agreement, shall be determined by binding arbitration or small claims court, instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to this Agreement, the Arbitration & Conciliation Act, 1996 that governs the interpretation and enforcement of this arbitration provision, and that You and KocharTech are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and/or the termination of Your KocharTech product license. If You elect to seek arbitration, You must first send to KocharTech, by certified mail, a written Notice of Your claim ("Notice of Claim"). The Notice of Claim to KocharTech should be addressed to: CEO, GizmoControl 76-B, Udyog Vihar, Phase-IV, Gurgaon - 122001 India and should be prominently captioned "NOTICE OF CLAIM". The Notice of Claim should include both the mailing address and email address You would like KocharTech to use to contact You. If KocharTech elects to seek arbitration, it will send, by certified mail, a written Notice of Claim to Your billing address on file. A Notice of Claim, whether sent by You or by KocharTech, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific amount of damages or other relief sought ("Demand").

If You and KocharTech do not reach an agreement to resolve the claim within thirty (30) days after the Notice of Claim is received, You or KocharTech may commence an arbitration proceeding or file a claim in small claims court. In this regard, it is stated that the seat of arbitration shall be New Delhi and the courts in New Delhi shall have exclusive jurisdiction, as the case may be.

10. Entire Agreement : This Agreement is the entire agreement between You and KocharTech relating to the Software and Services and: (i) supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter; and (ii) prevails over any conflicting or additional terms of any quote, order, acknowledgment, or similar communications between the parties.