

AGREEMENT TO USE TIGERTECH'S PRODUCTS

TERMS & CONDITIONS

BY USING TIGERTECH'S PRODUCTS, DEVICES AND APPS, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS, INCLUDING ANY AMENDMENTS OR UPDATES, YOU SPECIFICALLY ACKNOWLEDGE YOU HAVE READ THE ENTIRETY OF THIS AGREEMENT AND UNDERSTAND ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, SECTION 2, LIMITATION OF LIABILITY, SECTION 4, LIMITED WARRANTY, AND SECTION 5, INDEMNIFICATION AND SUBROGATION WAIVER. THIS VERSION OF TERMS & CONDITIONS IS EFFECTIVE FROM DECEMBER 1, 2017

TERMS AND CONDITIONS

- Definitions:** This section shall define certain terms as used throughout this Agreement.

"Agreement" shall refer to this Agreement.

"Product" or "TigerTech system" shall mean the TigerTech Smart Doorbell, Gateway, Controller, Open/Close sensors, Motion sensors, Security Remotes, Panic Buttons, Sirens, Smoke Sensors, Water Sensors, LPG Gas sensors, Temperature and Humidity Sensors, SmartCam Cameras, IR Blasters, Smart Switches, Wireless Switches (1 to 4 Gang), Dimmers, Curtain Control Switches, SOS Trackers, and applications ("apps") etc. that you purchased, acquired, or use.

"Premises" shall refer to the location where You chose to use the Product.

"Company" and/or "TigerTech" shall refer to and include TigerTech Smart Living, its owners, directors, officers, shareholders, partners, subcontractors, independent contractors, employees, distributors, retailers, agents, and assigns.

"You" and "Your" shall refer to the individual(s) OR Businesses who purchase, acquire and/or use the Product, download the app, and/or execute this Agreement.

"Product Sensor(s)" shall mean all the Devices, Sensors etc. mentioned above or those that will be introduced in the future and which are a part of the TigerTech system.
- Limitation of liability, waiver and liquidated damages:** It is understood and agreed: Company and/or TigerTech are not insurers nor is this agreement intended to be an insurance policy or a substitute for an insurance policy. YOU ACKNOWLEDGE AND AGREE THAT THE PRODUCT DOES NOT OFFER GUARANTEED PROTECTION AGAINST BURGLARY, ROBBERY, THEFT, PROPERTY DAMAGE, FIRE, SMOKE, BODILY INJURY OR ANY OTHER TYPE OF EMERGENCY OR DAMAGE. YOU ARE SOLELY RESPONSIBLE FOR THE SAFETY OF YOUR PREMISES AND ALSO FOR ANY LOSS AND/OR DAMAGE TO YOUR PROPERTY AND FOR DETERMINING YOUR INSURANCE NEEDS, AND



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PURCHASING ANY NECESSARY INSURANCE. YOU AGREE TO BE SOLELY RESPONSIBLE OR LOOK SOLELY AND EXCLUSIVELY AT YOUR INSURER TO RECOVER ANY AND ALL LOSS, DAMAGE OR EXPENSES DUE TO LOSS AND/OR DAMAGE TO YOUR PERSONAL PROPERTY OR OTHERWISE ALLEGEDLY CAUSED BY THE PRODUCT. You also agree to look solely and exclusively to your insurer in response to any claim for bodily injury, Property Damage, personal injury, and/or invasion of privacy ALLEGEDLY CAUSED BY THE PRODUCT, including claims made by or against you. YOU HEREBY RELEASE TigerTech from ANY AND ALL loss, damage, and/or expenses which may occur as a result of Your use, Misuse, or attempted use, of the product, including, but not limited to, the ALLEGED FAILURE OF THE PRODUCT to perform, YOUR alleged failure to comply with any relevant rule, statute, code, law or ordinance, and any act or omission of TigerTech.

YOU acknowledge that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a FAILURE OF THE product, because, among other things: (a) The amount or value of property on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by the alleged a failure of the product is uncertain; (b) The amount of possible damages for Bodily injury or death is Uncertain; (c) what portion, if any, of any loss and/or Damage was proximately caused by the alleged failure of the product is uncertain; AND, (D) The nature of the incidents the Product is meant to alert you to and the environment that the product is installed in are unpredictable.

YOU understand and agree that YOUR recovery of maximum aggregate liability or damages against TigerTech for any alleged failure of the product, or any act or omission of TigerTech, is limited to THE AMOUNT YOU PAID FOR THE PRODUCT. IN NO EVENT WILL TigerTech BE LIABLE TO YOU FOR ANY LOST PROFITS, LOST SAVINGS OR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF YOUR USE OR INABILITY TO USE THE PRODUCT OR THE BREACH OF THIS AGREEMENT, EVEN IF TigerTech is ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The limitation of liability to the price YOU paid for the product ESTABLISHES TigerTech's exclusive liability to you, and applies where TigerTech is alleged to be liable for any Bodily injury, death, property loss, invasion of privacy, or damage, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, STATUTORY OR CONSEQUENTIAL DAMAGE, resulting from any alleged failure of the Product. this limitation of liability shall apply irrespective of cause and regardless of whether such lawsuit or other claim is based upon active or passive negligence, breach of express or implied contract or warranty, contribution, indemnification, strict or product liability, failure to comply with any applicable law, or any other fault or failure of TigerTech, or the product. YOU ACKNOWLEDGE AND AGREE THAT: (1) YOU HAVE THE OPPORTUNITY TO MODIFY THIS LIMITATION OF LIABILITY BY CONTACTING TigerTech AND

NEGOTIATING FOR TigerTech's ASSUMPTION OF greater liability; (2) this limitation of liability does not conflict with any other provision in this Agreement; and, (3) this limitation of liability provision does not render any other provision in this agreement ambiguous.

Without limiting any portion of this section, YOU hereby release TigerTech from any and all loss, damage and/or expense and accept full responsibility for any loss, damage and/or expense caused by the deactivation OF PRODUCT SENSORS OR the creation of A PROFILE OF SPECIFIC PRODUCT SENSORS, some activated, some deactivated, to arm the product, and acknowledge that by deactivating any product sensor, either individually or through a profile of specific product sensors, YOU will not, even with the Product armed, receive alerts from the Product if, for example, a BREAK-IN occurs THROUGH a door or window with a DEACTIVATED SENSOR attached.

3. **Overall Liability:** TigerTech will provide support services to its 'out of warranty' products, provided the said products and spare parts are available in its inventory. In case of lack of availability due to the products/spare parts not being manufactured any more by TigerTech (due to reasons attributable to advancement in technology, innovation, new product launch, etc.), TigerTech, at its sole discretion, may offer to provide the customer with an upgraded product or a refurbished product. The cost of the upgraded product or a refurbished product, may vary from product to product and the customer will have to bear the same. TigerTech shall not be liable in contract or in tort for any loss or damage suffered and consumer rights are limited to those set out in these Terms and Conditions and under statute. To the extent permitted by law, TigerTech's total liability herein in respect of each event or series of connected events shall not exceed the amount invoiced to You for the applicable Products and/or services. You shall indemnify TigerTech and keep TigerTech fully and effectively indemnified against any loss of or damage to any property or injury to or death of any persons caused by any negligent act or omission by you or your willful misconduct, or that of your employees, agents or sub-contractors or by any breach of its contractual obligations arising out of these Terms and Conditions. To the extent permitted by law TigerTech and You agree that TigerTech will not be liable for Products not being available for use, or for data or software which is lost, corrupted, deleted or altered. Any service response times stated by TigerTech are approximate only. TigerTech shall not be liable for a) any incidental, indirect, special or consequential damages, b) loss of opportunity, c) loss of revenue, d) loss of profit or anticipated profit, e) loss of business f) loss of contracts, g) loss of goodwill, h) loss arising out of business interruption, i) loss arising out of or in connection with pollution or contamination all arising out of or in connection with the purchase, use or performance of Products or services, even if TigerTech has been advised of their possibility. To the extent permitted by law, any typographical, clerical or other error or omission in sales literature, quotation, price list,

acceptance of offer, invoice or other documents or information issued by TigerTech shall be subject to correction without any liability on the part of TigerTech. Where under any applicable law, implied conditions and warranties cannot be excluded, TigerTech's liability for breach of such conditions and warranties shall be limited, at TigerTech's option, to the replacement of the Products or the supply of equivalent Products; the repair of such Products.

4. **Limited WARRANTY:** TigerTech warrants the product against defects in materials and workmanship when used as instructed by TigerTech's user manual for a period of SIX (6) MONTHS from Your date of purchase. This WARRANTY is NULL AND VOID IF PHYSICAL DAMAGE occurs to the Product in ANY WAY, INCLUDING BUT NOT LIMITED TO: REMOVAL or REPLACEMENT OF ELECTRONIC COMPONENTS, INCORRECT BATTERY USAGE, damage to or REMOVAL OF DEVICE SHELL or casing, ACCESSING the INTERIOR of the product with the exception of battery replacement in compliance with THE OWNER'S MANUAL, and/or any attempt to circumvent or alter the product's prescribed operation.

TigerTech's Limited warranty covers only those defects arising from normal use of the product and does not cover any other defect, damage, fault, failure or malfunction due to external causes, including accident, abuse, misuse, problems with electrical power, operation outside the product's specifications, servicing or repair not authorized by TigerTech, usage and/or storage and/or installation not in accordance with Product instructions, failure to perform required preventive maintenance, normal wear and tear, act of God, fire, flood, war, act of violence or any similar occurrence; products with missing or altered Device ID's or serial numbers; any attempt by any person other than TigerTech personnel or any person authorized by TigerTech, to adjust, repair, alter, modify or support the Products and problems caused by use of parts and components not supplied by TigerTech. The Limited Warranty does not cover any items that are in one or more of the following categories: Software, external devices, battery backup units, smartphones, tablets, accessories or parts added to the Product after the Product is shipped from TigerTech; accessories or parts that are not made or shipped by TigerTech; or Third-Party Products purchased along with TigerTech's Products.

Subject to section 10 below, if a valid claim is received during the Limited Warranty period, TigerTech will repair or replace TigerTech Products returned to TigerTech's facility at its option and to the extent permitted by law. Customer must pay shipping and transportation charges, and insure the shipment or accept the risk of loss or damage during such shipment and transportation. TigerTech will ship the repaired or replacement Products to Customer freight prepaid.



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TigerTech does not give any warranty that the Products are fit for any particular purpose and this Limited Warranty is given in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, trade usage, course of dealing or otherwise including warranties or conditions of merchantability, fitness for purpose, satisfactory quality and/or compliance with description, all of which are hereby excluded to the fullest extent permitted by law. To the extent permitted by law, the Limited Warranty and remedies set forth herein are exclusive and in lieu of all other warranties, remedies and conditions, whether oral or written, statutory, express or implied. If TigerTech cannot lawfully disclaim Statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this Limited Warranty and to repair or replacement service as determined by TigerTech in its sole discretion. No TigerTech agent, or employee is authorized to make any modification, extension, or addition to this warranty.

The Customer agrees that, in relation to Third-Party Products purchased through TigerTech, where such of the Products are covered by a relevant manufacturer's warranty, then the TigerTech Limited Warranty shall not extend to such Third-Party Products and such manufacturer's warranty shall be the sole warranty in respect of such Third-Party Products. The Customer shall utilize that warranty for the support of such Third-Party Products and in any event not look to TigerTech but shall look to the relevant manufacturer for such warranty support. TigerTech in so far as permitted by law, provides Third-Party Products on a "as is" basis.

5. **Indemnification AND SUBROGATION WAIVER:** In the event that any lawsuit or other claim is filed or made by any Third-Party against TigerTech which is based on or arises out of the product, including, but not limited to claims and lawsuits alleging THE PRODUCT failed to perform IN ANY RESPECT WHATSOEVER, YOU agree to be solely responsible for and shall indemnify, save, defend, and hold TigerTech harmless from and against all such claims including payment of all TigerTech's damages, expenses, costs, and attorneys' fees incurred in response to the claim or lawsuit. These obligations apply irrespective of cause and regardless of whether such lawsuit or other claim is based upon active or passive negligence, breach of express or implied contract or warranty, contribution, indemnification, strict or product liability, failure to comply with any applicable law, or any other fault or failure of TigerTech, others or the product. You agree to indemnify, save, defend, and hold TigerTech harmless from all claims and/or lawsuits for subrogation which may be brought against TigerTech by any insurer or insurance company or its agents or assigns including the payment of all TigerTech damages, expenses, costs, and attorneys' fees. YOU HEREBY WAIVE ALL CLAIMS FOR RECOVERY AGAINST TigerTech FOR ANY LOSS OR DAMAGE TO ANY PROPERTY OR LOSS INSURED UNDER VALID OR COLLECTIBLE INSURANCE POLICIES. THIS WAIVER OF

SUBROGATION RIGHT SHALL EXTEND TO ALL FORMS OF SUBROGATION, INCLUDING, BUT NOT LIMITED TO, EQUITABLE AND CONVENTIONAL SUBROGATION, AND SHALL BE BINDING ON ANY AND ALL ASSIGNEES OR SUBROGEEES OF YOUR RIGHTS. In no event may You enter into any settlement or like agreement with a Third-Party that affects TigerTech's rights or binds TigerTech in any way, without TigerTech's prior written consent.

6. **Delivery:** TigerTech shall deliver the Products to the place of delivery designated by Customer and agreed to by TigerTech ("Place of Delivery"). TigerTech may, at its discretion, deliver the Products by installments in any sequence. Where the Products are so delivered by installments, each installment shall be deemed to be the subject of a separate agreement and no default or failure by TigerTech in respect of any one or more installments shall vitiate the Agreement in respect of Products previously delivered or undelivered Products. Any dates quoted by TigerTech for the delivery of the Products are approximate only and shall not form part of the Agreement. TigerTech shall not be liable for any delay in delivery of the Products and/or services, howsoever caused. TigerTech may revise and/or discontinue products at any time without notice as part of TigerTech's policy of on-going product update and revision. Revised or updated products will have the functionality and performance of the Products ordered. The Customer accepts that TigerTech's policy may result in differences between the specification of products delivered to the Customer and the specification of Products ordered. There may be occasions when TigerTech confirms orders but learns that it cannot supply the ordered Products, either at all or in the quantities ordered such as when the products no longer are being manufactured or they otherwise become unavailable to TigerTech, or when TigerTech cannot source components for the configuration ordered, or when there is a pricing error etc. In such circumstances, TigerTech will contact the Customer to inform them about alternative products that might meet the Customer's needs.
7. **Acceptance of Products:** Unless the Customer notifies TigerTech to the contrary on the day of delivery and such notification is confirmed in writing within two days, the Products shall be deemed to have been accepted by the Customer as being in good condition and in accordance with the Agreement. The Customer shall not be entitled to withhold payment of all or any of the Price of the Products whilst any claim is being investigated by TigerTech. Products returned under TigerTech's "Return Policy" must be received by TigerTech in as-new or as-shipped-by-TigerTech condition, including conformance to invoiced specification, and all of the manuals, power cables, accessories and other items included with a Product, must be returned with it.
8. **Installation and Use:** You acknowledge and agree that the Product is a do-it-yourself product, and You are solely responsible for decisions related to the installation and use of the Product, including, but not limited to, the proper installation of the Product, selection of the location for the Product,



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confirmation that the Product is properly installed, deactivation of any Product Sensor to arm the TigerTech system, making a profile of Product Sensors to arm the TigerTech system which includes both activated and deactivated Product Sensors, testing the Product, ensuring that the Product is working, and compliance with all relevant rules, laws, statutes, codes, regulations, and/or ordinances. You acknowledge and agree that: (1) the Product does not provide any additional Third Party alarm monitoring services; (2) neither TigerTech, nor anyone retained on its behalf, monitors the alerts, signals or notifications triggered by the Product, including, but limited to, Doorbells, Cameras, Trackers, Motion Sensors, Contact Sensors, Panic Buttons, Sirens, Smoke Detectors; and, (3) You are solely responsible for responding to any applicable alerts, signals and notifications such as push notifications, phone call notifications, SMS notifications or E-mail notifications, including contacting the appropriate authorities. You acknowledge and agree that you are not relying on TigerTech to install, or monitor the Product, and agree and acknowledge that TigerTech cannot, and does not, ensure that the Product is installed or used correctly or in compliance with any applicable rules, laws, statutes, codes, regulations, and/or ordinances. It is solely Your obligation to advise TigerTech if there is an issue with the Product, and You, without limiting other releases in this Agreement, hereby release TigerTech from any damages, losses or expenses resulting from or as a consequence of issues related to the installation or use of the Product.

9. **Additional Customer Duties, Responsibilities and Warranties:** (A) Without in any way limiting the terms of Section 2, You acknowledge and agree that: (1) it is Your sole responsibility to comply with all rules, laws, statutes, codes, regulations, and/or ordinances, relevant to the use of the Product, including, but not limited to, those related to privacy rights, video recordings, eavesdropping, surveillance, and obligations of alarm users; (2) the Product is for Your own use and not for the benefit of any other party; and, (3) it is your responsibility to generate as comprehensive a password as possible to avoid being hacked, and protect the password required to access Your account and the associated apps. (B) You acknowledge and agree that pursuant to Sections 2 and 5 of this agreement, You agree to waive any and all claims against TigerTech, and agree to fully defend and indemnify TigerTech, in response to any claim, demand and/or lawsuit arising out of (1) loss caused by unauthorized access to Your account, including, but not limited to the misplacement of Your password, loss of Your Password, or hacking of Your password by unauthorized persons; and, (2) Your failure to comply with any rules, laws, statutes, codes, regulations, and/or ordinances, relevant to the use of the Product, including, but not limited to, those related to privacy rights, video recording, eavesdropping, surveillance, and obligations of alarm users.

10. **Service and Technical Support:** TigerTech will provide general service and technical support to Customer in accordance with its service and technical support policies in effect. Service and support may vary from product to product. If Customer purchases optional services and support, TigerTech will provide the optional service and support to Customer in accordance with the then-current terms and conditions in the optional service contract between TigerTech and Customer (available upon request) in addition to the Limited Warranty. TigerTech may, at its discretion, revise its general and optional service and support programs and the terms and conditions that govern them. TigerTech has no obligation to provide service or support until TigerTech has received full payment for the Product or service/support contract for which service or support is requested.
11. **Additional Equipment:** If, at any time after the date hereof, You purchase additional Products, all sales are subject to the terms of this Agreement, including, but not limited to Sections 2, 4, 5 and 23. Any added features, hardware, or software to the Product, either purchased by You or obtained through software and/or firmware updates, are subject to all terms and conditions to this Agreement, including, but not limited to Sections 2, 4, 5, and 23.
12. **Limitations of Product:** You acknowledge and agree that all alarm systems, including the Product, are subject to compromise or failure for reasons outside the control of the manufacturer, retailers and distributors, including, but not limited to: (a) Your misuse of the Product; (b) the ability of an intruder to gain access through a protected or unprotected opening; (c) an intruder's technical sophistication enabling the intruder to bypass individual sensors or the entire system; (d) signals sent by the Product may be blocked or reflected before being received; (e) a motion sensor's ability to detect an intrusion is limited to the designed ranges and unobstructed areas, and can be interfered with by other IR (infrared) signals; (f) deactivation of a Product sensor(s) to arm the TigerTech system, either motion or contact; (g) the Product, like any electrical system, is subject to component failures; (h) the Product's need for continued power, through battery and/or AC power; and, (i) the Products ability to function, including but not limited to applicable phone alert, short message service ("SMS") alert and / or E-mail alert, may be compromised by malfunction of routers, limited services by wireless phone carriers, internet service providers ("ISP") and other related service providers, internet connection dropout, limited speed of high-speed internet by ISP, limited service such as iMessage or other types of push notification provided by smartphone maker(s) or providers. It is Your responsibility to properly set up and maintain the alert phone number list and notification Email in the TigerTech Product App and ensure listed accounts are active, including but not limited to the ability to receive applicable phone calls, SMS alert, and Emails alert; Phone calls, SMS alerts and Email alerts may be subject to charge by Your service provider depending on Your plan with Your cell phone provided. It is solely Your responsibility to

pay for any charges incurred if You choose to add Your phone number or Email address in the notification list in the TigerTech Product App.

You understand, acknowledge, and agree that there is no data or video backup or restoration available, and when overwritten the video and/or data is irretrievable. No further notice of the overwriting of data and/or data will be provided.

13. **Transmission of Data:** You understand and acknowledge the following: (a) the Product may transmit data to You through use of one or more forms of communication equipment or services, including, without limitation, a telephone network or some form of wireless communications (e.g., cellular or another form of radio transmission); (b) some or all of these communications equipment or services may access or incorporate the Internet, electric company lines, a local area network or some other form of computer network to transmit or retrieve data; (c) for data transmitted by a telephone network, there are various types of telephone line service including, without limitation, a Company-owned or operated network facility, direct wire, derived channel, multiplex, DSL, T-1, ISDN and various other forms of service; (d) for data transmitted by a wireless communications service or equipment, such services and equipment are problematic by their nature and can be affected or delayed by interference, atmospheric conditions, static, transmission system operation, etc.; and (e) for data transmitted or received via electric company power lines, the telephone company, the Internet or by any form of computer network, the Product's ability to transmit or receive data will be dependent upon the electric company, Internet, Internet providers or computer network. Accordingly, You understand, acknowledge and agree that the Product is not infallible and the transmission and receipt of data, including, but not limited to video data, from the Product, regardless of the type of transmission used, may be interrupted, circumvented, or otherwise compromised, and, because ensuring proper transmission is outside of TigerTech's control, You are solely responsible for ensuring proper transmission. You understand, acknowledge, and agree that: (i) the Product including, without limitation all sensors and devices mentioned earlier, as well as all future devices, are not supervised or monitored by anyone besides You; and, (ii) if the Product is incompatible, inoperative, or interrupted by any natural or human cause including, without limitation, any sort of interference, or the loss of a telephone line or dial tone (either because the line is cut, left off the hook, or otherwise), only You are responsible for ensuring the Product is working correctly; TigerTech will not have any knowledge of a malfunction or misuse of the Product.

14. **TigerTech's Default:** In the event of any breach of this Agreement by TigerTech, You agree to provide written notice to TigerTech specifically identifying the nature of the breach and the

provisions of this Agreement affected thereby, and to permit TigerTech to cure the breach within thirty (30) business days after receipt of the written notice. If the breach cannot be reasonably cured within said period, TigerTech will promptly commence to cure and diligently proceed until cured. If TigerTech cures any said breach as provided herein, this Agreement shall continue uninterrupted and TigerTech shall not be liable to YOU for any said breach.

15. **Consent to Record, Disclose And Use Contents of Communications:** You, as the owner and/or user of the Product, agree and acknowledge that it is solely: (1) Your responsibility and obligation to obtain any consent required by the jurisdiction in which You use the Product to record, retrieve, review, copy, disburse, disclose, interact through, or use the contents of any and all transmission, communication, or recording, video or photograph, obtained by the Product; and, (2) to comply with all relevant rules, laws, statutes, codes, regulations, and/or ordinances. Without limiting the provisions of Sections 2 and 5, You agree to fully and completely defend and indemnify TigerTech for any claim arising out of Your alleged improper use of the Product and/or Your failure to comply with Your legal obligations as user of the Product.
16. **Data Security:** By using the TigerTech products, You authorize TigerTech to maintain your data on the Cloud. TigerTech shall use commercially reasonable efforts to prevent unauthorized access to Your recordings maintained on the Cloud. However, You acknowledge, understand, and agree that as a result of issues unrelated to TigerTech, including the inherent limitations in all hardware and software, unauthorized access to Your data may occur. As result, in addition to, and without limiting any other provision of this Agreement, You agree to and shall indemnify and hold harmless Company and/or TigerTech, for and against all claims, lawsuits and losses arising out of or related to data and TigerTech's storage of that data. This provision shall apply to all claims, lawsuits or losses whether or not based on negligence (active or passive) on the part of Company and/or TigerTech.
17. **Exclusions and Limitations.** Nothing in this agreement is intended to exclude or limit any condition, warranty, right or liability which may not be lawfully excluded or limited. Certain jurisdictions do not allow the exclusions of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by gross negligence, breach of contract, intentional acts, breach of implied terms, or incidental or consequential damages. Accordingly, only the limitations in Sections 2, 4, 5 and 23 of this Agreement which are lawful in the jurisdiction in which the use of the Product gives rise to the alleged damage or loss will apply to You and our liability will be limited to the maximum extent permitted by law.

18. **Entire Agreement.** The Terms of this Agreement (including any policies, guidelines or amendments that may be presented to You from time to time such as Policies and Legal Notices) constitute the entire agreement between You and TigerTech and govern Your use of the Product, superseding any prior agreements between You and TigerTech for the use of Product.
19. **Choice of Law and Forum:** For purposes of any suit, action or other legal proceeding arising out of or from, in connection with or relating to this Agreement and/or the Product, You and TigerTech irrevocably consent and submit to the exclusive jurisdiction and venue of courts in Pune, Maharashtra, India. The laws of the State of Maharashtra, excluding its conflicts of law rules, govern this Agreement and Your use of the Product. You and TigerTech waive any objection that either may have to jurisdiction or venue of any such suit, action or other legal proceeding.
20. **Waiver and Severability of Terms:** The failure of TigerTech to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the specific provision at issue, and all the other provisions of the Agreement remain in full force and effect.
21. **Statute of Limitations:** You agree that regardless of any statute or law to the contrary, all claims, actions, requests, or proceedings against TigerTech must be commenced in court within three (3) months from the date of the causing event.
22. **No Third-Party Beneficiaries:** You agree that, except as otherwise expressly provided in this Agreement, there shall be, and are, no Third-Party beneficiaries to this Agreement.
23. **INDEMNIFICATION:** You agree to indemnify, defend and hold harmless TigerTech, its directors, officers, employees, retailers, distributors, independent contractors, and agents from any and all claims, losses, liabilities, damages, expenses and costs (including without limitation attorneys' fees and court costs) incurred by TigerTech as a result of any claims that any product, software or App that you are developing or have developed, that uses any TigerTech Product violates or infringes any Third-Party's intellectual property or proprietary rights, or otherwise related to or arising from Your use of TigerTech's Products. You acknowledge that TigerTech's Products are not intended for use in the development of applications in which errors or inaccuracies in the content, data or information provided by the application or the failure of the application could lead to death, personal injury, or severe physical or environmental damage, and, to the extent permitted by law, You hereby agree to indemnify, defend and hold harmless TigerTech from any Losses by reason of

any such use. In no event may You enter into any settlement or like agreement with a Third-Party that affects TigerTech's rights or binds TigerTech in any way, without TigerTech's prior written consent. Section 23 is in addition to the terms and provisions contained in sections 2, 4 and 5 of this agreement, and are not intended to, and do not, Waive, limit, or supersede sections 2, 4, or 5 which apply equally to the use of TigerTech's Products.

24. **Binding Agreement; Amendments; General Legal Matters:** This Agreement becomes binding when You purchase the Product. The headings used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement. Should any term, provision, or condition of this Agreement, or the application thereof shall be held by any competent authority to be invalid, unenforceable or void, in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of this Agreement and such terms, provisions, or conditions as applied shall remain in full force and effect. Changes or amendments to this Agreement suggested by YOU must be in writing and signed by TigerTech and You and will be binding on both Parties. This Agreement is binding on Your heirs, executors, administrators, and successors, and shall be governed by and construed according to the laws of India without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter. You shall not assign or otherwise transfer this agreement or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of TigerTech. Any such unauthorized assignment shall be deemed null and void. TigerTech has the right to change the Terms and Conditions at any time. Information provided at TigerTech's website with respect to TigerTech's Products may be out of date and TigerTech makes no undertaking to update the information provided on the website with respect to the Products. TigerTech can at any time, without notice, modify, suspend or terminate operation of or access to its website or to any part thereof; and/ or modify or change its website, or any part thereof; and/or interrupt operations to perform maintenance, error correction or other changes
25. **Force Majeure:** Neither party shall be liable for any delay in performing any of its obligations under these Terms and Conditions if such delay is caused by circumstances beyond the reasonable control of the party so delaying, and such party shall be entitled to a reasonable extension of time for the performance of such obligations.