

Vesync Terms of Use

Last modified: October 27, 2026

Effective date: October 27, 2026

- These Terms & Conditions, together with our [Privacy Policy](#) and any other documents that are incorporated by reference, including, but not limited to, our [Return Policies](#), [Limited Warranty Policies](#), and [Copyright Policy](#) (collectively, "**Terms**") constitute a binding agreement between you ("**End User**" or "**you**") and Vesync (US) Corporation, its, parents, subsidiaries, affiliates, and related brands including but not limited to Levoit, Cosori, and Etekcity (collectively as "**Vesync**," "**we**" "**our**" or "**us**"). For the Levoit filter auto-renewal subscription, please see the [Subscription Agreement](#) incorporated herein by reference. This Agreement governs your use of Vesync websites including but not limited to www.vesync.com, www.levoit.com, www.cosori.com, and www.etekcity.com including all related documentation, together as the "**Websites**" and Vesync applications including but not limited to the Vesync mobile application (including all related documentation, the "**Application**"), which includes, but is not limited to, your use of the Application and/or Vesync Account for its Interactive Services , Marketplace Services , and/or for access to products, programs, and services accessible thereon, and certain features, functionality, and content accessible on or through the Application (collectively as "**Services**"). The Application and Websites are licensed, not sold, to you.
- PLEASE READ THESE TERMS CAREFULLY BEFORE YOU START TO USE THE WEBSITES AND APPLICATION. BY ACCESSING OR OTHERWISE USING THE WEBSITES AND/OR APPLICATION AND/OR CLICKING THE "AGREE" BUTTON, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER; AND (C) ACCEPT THESE TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS TO THE SAME EXTENT AS ANY WRITTEN AGREEMENT ON PAPER SIGNED BY YOU. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE WEBSITES AND/OR ACCESS, DOWNLOAD, OR USE THE APPLICATION. PLEASE NOTE, IF YOU DO NOT USE THE APPLICATION, YOUR USE OF VESYNC CONNECTED DEVICES WILL BE LIMITED, AND YOU WILL NOT HAVE ACCESS TO ALL THE FUNCTIONALITIES AND FEATURES AVAILABLE TO YOU.
- DISPUTES WILL BE ARBITRATED; NO CLASS ACTIONS. YOU ACKNOWLEDGE THAT THESE TERMS CONTAIN AN AGREEMENT TO ARBITRATE DISPUTES BETWEEN YOU AND VESYNC. EXCEPT FOR LIMITED EXCEPTIONS, THE AGREEMENT TO ARBITRATE WILL REQUIRE THAT YOU AND VESYNC SUBMIT DISPUTES BETWEEN US TO BINDING AND FINAL ARBITRATION. YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST VESYNC ON AN INDIVIDUAL BASIS, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND YOU ARE WAIVING YOUR RIGHT TO PURSUE CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND YOU ARE WAIVING YOUR RIGHT TO HAVE A JURY TRIAL ON YOUR CLAIMS.

Changes to the Terms

We may revise and update these Terms from time to time. All changes are effective immediately when we post them and apply to all access to and use of the Application and Websites thereafter. However, any change to these Terms after your last usage of the Websites or Application will not be applied retroactively. Your continued use of the Application and Websites, or acceptance by clicking the “Agree” button following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you. If you do not agree to be bound by these Terms, do not access or use the Application and/or Websites and do not purchase any Vesync products or Services.

Intellectual Property Rights

The Application and Websites are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. You acknowledge and agree that the Application and Websites are provided under license, and not sold, to you. You do not acquire any ownership interest in the Application and Websites under these Terms, or any other rights thereto other than to use the Application and Websites in accordance with the license granted, and subject to all terms, conditions, and restrictions, under these Terms. Vesync reserves, and you acknowledge that Vesync and its licensors own and shall retain the entire right, title, and interest in and to the Application and Websites, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in these Terms.

All content on the Application and Websites — including text, graphics, logos, icons, photographs, product images, designs, audio and video clips, software, and the selection and arrangement of the foregoing — is owned by Vesync or its licensors and is protected by copyright, trademark, and other applicable intellectual property laws.

Vesync and the names, logos, and product designations of our products are trademarks of Vesync and its affiliates. A full list of our intellectual property, including registered and unregistered trademarks, is available at our [Intellectual Property page](#).

License Grant

Vesync grants you a limited, non-exclusive, and nontransferable license to download, install, and use the Application and Websites for your personal, non-commercial use on a single mobile device, a computer owned or otherwise controlled by you ("Device") strictly in accordance with the Application's documentation.

Restrictions

You may use the Application and Websites only in accordance with these Terms. You agree that you will not, directly or indirectly:

- Copy, reproduce, distribute, or otherwise use the Application or Websites except as expressly permitted, or access or use them in any manner that exceeds authorized use or violates these Terms.
- Modify, translate, adapt, create derivative works, reverse engineer, decompile, disassemble, or otherwise attempt to access or derive source code or underlying components, except to

the extent permitted by applicable law and so long as you provide notice to Vesync of such conduct and the purpose for it;

- Remove, alter, or obscure any copyright, trademark, patent, or other proprietary rights notices including any copy thereof.
- Rent, lease, lend, sell, sublicense, assign, or otherwise make the Application or Websites available to any third party, or use them for any commercial purpose or other than their intended personal, non-commercial use.
- Circumvent, remove, disable, interfere with, or otherwise bypass any security features, access controls, copy protection, or rights management mechanisms.
- Interfere with or disrupt the operation of the Application or Websites (including by using automated means such as bots, scrapers, or crawlers, or by imposing an unreasonable or disproportionate load on infrastructure).
- Use the Application or Websites for any unlawful purpose or to promote illegal activities, or engage in conduct that harasses, abuses, harms, or interferes with others' use or enjoyment as determined by us.
- Collect, harvest, or misuse personal data of other users, or upload, transmit, or distribute malicious code or harmful content.
- Access another user's account without permission, allow unauthorized access to your account, provide false or misleading information, or impersonate any person or entity or misrepresent your affiliation.

Account Responsibility

You are solely responsible for your account and all activities conducted through it. Your right to use the Application and Websites will automatically terminate if you violate these Terms.

Access to the Application and Websites and Account Security

In order to access and use the Application and Websites, you may be asked to provide certain registration details or other information. You are not allowed to register on behalf of another person. It is a condition of your use of the Application and Websites that all the information you provide on the Application and Websites is correct, current, and complete. You agree that all information you provide to register with this Application or otherwise, including, but not limited to, through the use of any interactive features on the Application and Websites, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy. If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Application and Websites or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any

provision of these Terms. Also, you are responsible for making all the arrangements necessary for you to have access to the Application and Websites.

Age Restriction

The Application and Websites are offered and available to users who are 18 years of age or older. By using this Application and Websites, you represent and warrant that you are of legal age to form a binding contract with Vesync and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Application and/or Websites. The Application and Websites are not directed to children under 13, and we do not knowingly collect personal information from children under 13. If you believe a child under 13 has provided personal information to us, please contact us at the address above and we will take steps to delete it.

Geographic Restrictions

Your access to certain Services may be restricted and may not be available to you based on your geographic location. You acknowledge that you may not be able to access all or some of the Services that are available only outside of your geographic location and that access thereto may not be legal by certain persons or in certain countries. If you access those Services that are restricted based on your geographic locations, you are responsible for compliance with local laws.

Posting and Conduct Restrictions

The Application and Websites may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, “**Interactive Services**”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “**post**”) content or materials (collectively, “**User Content**”) on or through the Application and/or Websites. We grant you permission to use and access the Interactive Services of the Application and Websites, subject to the following express conditions surrounding User Content. You agree that failure to adhere to any of these conditions constitutes a material breach of these Terms. By posting any User Content while using the Interactive Services, you agree as follows:

- You represent and warrant that (i) the User Content posted by you is your own, is accurate, reflects your honest opinion and does not contain unlawful, defamatory, threatening, obscene, or misleading content, (ii) the User Content posted by you does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person, and (iii) the posting of your User Content on the Application and/or Websites does not result in a breach of contract between you and a third party.
- You grant Vesync a non-exclusive, royalty-free, irrevocable, perpetual, worldwide, sub-licensable, transferable license to host, store, reproduce, adapt, publish, translate, distribute, and display the submission in any media and for any purpose related to our business, including marketing.
- You are solely responsible for the User Content that you post, upload, link to or otherwise make available via the Application and/or Websites. Vesync is not responsible for any public

display or misuse of your User Content.

- You will not post information that is malicious, libelous, false, or inaccurate.
- You will not promote any illegal activity, or advocate, promote, or assist any unlawful act.
- You will not cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- You will not impersonate any person or misrepresent your identity or affiliation with any person or organization, or give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.
- We have the right to determine whether your User Content submissions are appropriate and comply with these Terms, remove any and/or all of your submissions, deny or suspend access to your account and terminate your account with or without prior notice.
- We are only acting as a passive conduit for your online distribution and publication of your User Content. The Application and Websites do not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or technology we employ, may monitor and/or record your interactions with the Application and/or Websites or with other Users.

Proprietary Rights in User Content

- Subject to these Terms, you can post your own User Content on the Application and/or Websites. You retain all ownership rights in your User Content, but you grant Vesync and its' parents, subsidiaries, affiliates and service providers, and each of their and our respective licensees, successors, and assigns a worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform that User Content in connection with the provision of the Application and Websites and otherwise disclose to third parties any such User Content for any reason.
- In addition to the above, you give Vesync permission to show your username, profile picture, and information about your interactions with the Application and Websites, such as likes, comments, follows, check-ins, or questions, next to or in connection with accounts, ads, offers, and other sponsored content that you follow or engage with that are displayed on the Application and Websites or in connection with Vesync products and Services. You grant the foregoing rights without any compensation to you.
- If you use, post, or repost User Content, such as images, videos, or articles, covered by our intellectual property rights, we retain all rights to our content, but not to yours.

Online Content Disclaimer

- Opinions, advice, statements, offers, or other information or User Content made available through the Application and/or Websites, but not directly by Vesync, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such User Content.
- We do not guarantee the accuracy, completeness, or usefulness of any information on the Application and/or Websites nor do we adopt nor endorse, nor are we responsible for, the accuracy or reliability of any opinion, advice, or statement made by other parties. We take no responsibility and assume no liability for any User Content that you or any other user or third party posts or sends via the Application and Websites. Under no circumstances are we

responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the Application and/or Websites or transmitted to users.

- From time to time, we may share certain information on or through the Application and Websites. You agree that this information is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Application and/or Websites, or by anyone who may be informed of any of its contents.
- Vesync's Services may include events, promotions, contests, sweepstakes, and other similar campaigns (collectively as "Events"). In addition to these Terms, by participating in Vesync-hosted Events, you affirm that you have read the applicable Event terms and official rules, which are incorporated herein by reference.
- Vesync's Services may include recipes for food and meals. Please be aware that certain recipes may contain allergens such as nuts, dairy, gluten, or soy. If you have food allergies or sensitivities, exercise caution, and double-check any ingredient labels for potential allergens. If you are following a specific diet, such as vegetarian, vegan, keto, or gluten-free, make appropriate substitutions as needed. If nutritional information is provided, it is an estimate only and may not be completely accurate. Consult a healthcare professional or registered dietitian for dietary guidance. Always follow food safety guidelines when handling raw ingredients, including meats, poultry, and seafood. Ensure proper cooking temperatures to prevent foodborne illness. Always prioritize safety when working in the kitchen. Use caution when handling sharp objects, hot surfaces, and kitchen equipment. Cooking is done at your own risk. Vesync is not responsible for any accidents, injuries, or damage that may occur during or in connection with the cooking process or any results.
- In addition to any other Vesync rights stated under these Terms, Vesync shall have the right to:
 - 1) Take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Application and/or Websites or the public, or could create liability for Vesync.
 - 2) Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
 - 3) Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Application and/or Websites.
 - 4) Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Application and/or Websites. YOU WAIVE AND HOLD HARMLESS VESYNC AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review material before it is posted on the Application and/or Websites and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this Section. If you become aware of a misuse of our Application and/or Websites or violation of these Terms, please contact us at notice@vesync.com.

Copyright Infringement

If you believe that any User Content violates your copyright, please see our [Copyright Policy](#), which is incorporated herein by reference, for instructions on sending us a notice of copyright infringement. It is the policy of Vesync to terminate the user accounts of repeat infringers.

Financial Incentives

Vesync may offer financial incentives through the Websites and/or Application. This may include but is not limited to discounts, promotions, rewards programs and or other financial incentives. In order to participate and become eligible for such incentives, you may need to provide the requested information, which may include but is not limited to your name, e-mail address, and phone number, and agree to additional terms.

Order Acceptance and Cancellation

You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.

Prices and Payment Terms

Prices posted on this Application and/or the Websites may be different than prices offered by our affiliates and retail partners. Subject to applicable law, all prices, discounts, and promotions posted on the Application and/or the Websites are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total, and will be itemized in your shopping cart and in your order confirmation email. We strive to display accurate price information; however, we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. Subject to applicable law, we reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

We may offer from time to time promotions on the Application and/or the Websites that may affect pricing and that may be governed by terms and conditions separate from these Terms. Unless otherwise stated:

- Only one promotion code may be used per order;
- Promotions cannot be combined with other offers;
- Promotions have no cash value and are non-transferable;
- Promotions are subject to expiry dates and quantity limits as stated;
- We reserve the right to cancel or modify any promotion, and to void promotion codes that we reasonably believe have been used in bad faith or in breach of these Terms.

If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

Terms of payment listed on pages may be changed from time to time and without notice, and will apply to orders placed after the updated terms are posted. Unless we agree otherwise in writing, we must receive payment before our acceptance of an order.

We accept payment by major credit cards (Visa, Mastercard, American Express), Shop Pay, Afterpay, Google Pay, and PayPal. Payment processing is handled by third-party payment processors subject to their own terms and privacy practices. We do not store full payment card numbers; payment data is tokenized and handled by our processor.

You represent and warrant that (i) the credit card or other payment method information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card or other payment method for the purchase, (iii) charges incurred by you will be honored by your credit card or other payment method company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Application and/or the Websites at the time of your order.

Shipments; Delivery; Title and Risk of Loss

- Shipping terms, including delivery timeframes, risk of loss, and lost or damaged shipments, are set out in our Shipping Policy as provided on the applicable Vesync brand website.
- Title and risk of loss pass to you upon delivery of the products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

Returns and Refunds

Except for any products designated on the Application and/or the Websites as final sale or non-returnable, or products not purchased directly from us, we will accept a return of the products for a refund of your purchase price to its original form of payment, provided such return is made within 30 days of delivery with valid proof of purchase and provided such products are returned in their original condition, subject to our Return Policy. For information on our return policy, please see [Return Policy](#), which is incorporated herein by reference.

For defective returns, please refer to the manufacturer's warranty included with the product or as detailed in the product's description on our Application and/or the Websites.

Compatibility

You acknowledge that in the event the products you are purchasing include compatibility functionality with any equipment in your home, you have verified the compatibility of such products with the equipment in your home. You are solely responsible for determining the compatibility of the products with other equipment in your home, and you accept that lack of compatibility is not a valid claim under the warranty provided with your products and does not otherwise constitute a basis for receiving a refund after the 30-day refund policy described below.

Pre-Orders

Products available for pre-order are not offered for sale by Vesync. Your placement of a pre-order does not create a contract for sale. By placing a pre-order for a product that is not yet available for sale, you make an offer and pre-payment to Vesync to purchase the product subject to these Terms. You may cancel your offer to purchase products at any time prior to shipment and Vesync will refund your purchase price without any interest. When the product is offered for sale, Vesync may, in its sole discretion, accept your offer to purchase products subject to these Terms. Vesync may obtain an additional authorization from your payment card Vesync to confirm necessary funds are available to purchase the products requested. Vesync reserves the right to cancel or refuse any order for any reason at any time prior to shipment, including after an order has been submitted, whether or not the order has been confirmed. We may attempt to contact you if all or a portion of your order is cancelled, or if additional information is needed to complete and accept your order.

Installation

Vesync is not responsible for any injury or damage caused by self-installation. If you choose to have a third party installer perform the installation of a product, Vesync is not responsible for any conduct of or liability associated with installation by third party installers. There may be laws in the jurisdiction where you install a particular product applicable to where and how to install that product.

Warranty Policy

The availability of products or Services through our Application and/or the Websites does not indicate an affiliation with or endorsement of any product, service or manufacturer. The products offered on the Application and/or the Websites are covered by the corresponding Limited Warranty Policy.

Goods Not for Resale or Export

You represent and warrant that you are buying products or Services from the Application and/or Websites for your own personal or household use only, and not for resale or export. You may not resell any of these products, whether in bulk, on any online marketplaces, to B2B accounts, wholesalers, or freight forwarders/drop-shippers, or otherwise. You may not market, resell, distribute, or use products or Services other than as expressly permitted in these Terms. You further represent and warrant that all purchases are intended for final delivery to locations within the US.

Product Safety, Recalls, and Incident Reporting

If we issue a safety recall or safety notice for any product, we will publish it on the Application and/or Websites and (if you have registered the product or have an account) send a notice to your email on file. You agree to cooperate with reasonable recall instructions, including discontinuing use and returning the product, where requested. You will not be charged for any cost of complying with a recall.

If you experience an incident involving any of our products that resulted in, or could reasonably have resulted in, serious injury (including death), or if you discover a defect or hazard that could reasonably be expected to result in serious injury, please report it to us promptly at the relevant support page provided under “Your Comments and Concerns.”

Third-Party Materials

The Application and/or Websites display, include, and make available content from other third parties (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Materials**"). VESYNC DOES NOT ASSUME AND WILL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY THIRD-PARTY MATERIALS. YOU ACCESS AND USE THIRD PARTY MATERIALS ENTIRELY AT YOUR OWN RISK AND SUBJECT TO SUCH THIRD PARTIES' TERMS AND CONDITIONS.

Third Party Products. “Powered by Vesync Products” means any product or application that enables access to the Application, such as Vesync’s smart devices. “Auxiliary Products” means any product you can interact with or operate using a Powered by Vesync Product, including Vesync’s smart devices. Powered by Vesync Products and Auxiliary Products may include third-party products that Vesync does not manufacture or develop. Vesync may automatically update the firmware for certain Auxiliary Products on behalf of the applicable manufacturer. Vesync has no responsibility or liability for such third-party products or manufacturer-provided firmware.

Third Party Services. If you use a Third Party Service ("Third Party Service" means any service or application provided by a third party that we make available to you for use on or through the Application and/or Websites), we may exchange related information with that service, such as information related to your Auxiliary Products, or the content of your requests. Your use of any Third Party Service is subject to these Terms and any third party terms applicable to such Third Party Service. Certain of these third party terms can be found in the Legal Notices section of the Application and/or Websites, or may be linked from the Application and/or Websites, and may be updated from time to time. If you do not accept the third party terms applicable to a Third Party Service, do not use that Third Party Service. Publishers of Third Party Services may change or discontinue the functionality or features of their Third Party Service. When using a Third Party Service, you are responsible for any information you provide to the third party. Vesync has no responsibility or liability for Third Party Services.

Updates

Vesync may from time to time in its sole discretion develop and provide Application and/or Websites updates, which may include upgrades, bug fixes, patches, other error corrections,

and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Vesync has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Device settings, when your Device is connected to the internet either:

- the Application and/or Websites will automatically download and install all available Updates; or
- you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates, and you acknowledge and agree that the Application and/or Websites or portions thereof may not properly operate should you fail to do so. During these Updates, the Application and/or Websites and/or your connected devices or their certain functionalities may become temporarily unavailable. You further agree that all Updates are deemed part of the Application and/or Websites and are subject to all terms and conditions of these Terms.

Termination

Vesync reserves the right, without notice, to terminate your account and/or your use of the Application and/or Websites and to block or prevent future access to and use of the Application and/or Websites (i) if you violate these Terms (ii) for any other reason or no reason. Upon any such termination, your right to use the Application and/or Websites will immediately cease. Upon termination:

- all rights granted to you under this Agreement will also terminate;
- you must cease all use of the Application and Websites and delete all copies of the Application and Websites from your Device; and
- all provisions of these Terms which by their nature are intended to survive termination, all representations and warranties, all limitations of liability and all indemnities shall survive such termination.

Termination does not limit any of Vesync's rights or remedies at law or in equity.

Disclaimer of Warranties

THE APPLICATION AND WEBSITES AND SERVICES ARE PROVIDED TO YOU "AS IS," WITH ALL FAULTS AND DEFECTS, AND WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, VESYNC, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, WEBSITES, OR SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, VESYNC PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION, WEBSITES, OR SERVICES WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT

ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, CONTENT OR OTHER MATERIAL OBTAINED FROM THE APPLICATION, WEBSITES AND/OR SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL VESYNC OR ITS PARENTS, SUBSIDIARIES, OR AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, MANAGERS, EMPLOYEES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, RELATED TO YOUR USE OF, OR INABILITY TO USE, THE APPLICATION, WEBSITES, OR SERVICES, ANY WEBSITES OR APPLICATIONS LINKED TO ANY OF THEM, ANY CONTENT ON THE APPLICATION OR WEBSITES, OR ANY OTHER INTERACTIONS WITH ANY OTHER USERS OF THE APPLICATION, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, LOSS OR DAMAGES TO PROPERTY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, BUSINESS INTERRUPTIONS, OR COMPUTER OR DEVICE FAILURE OR MALFUNCTION, AND WHETHER CAUSED BY BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR VESYNC WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. THE FOREGOING PARAGRAPH SHALL NOT APPLY TO RESIDENTS OF NEW JERSEY. WITH RESPECT TO RESIDENTS OF NEW JERSEY, VESYNC OR ITS EMPLOYEES, DIRECTORS, OFFICERS OR AGENTS SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SITE, OR ANY MATERIALS THEREIN UNLESS SUCH DAMAGES OR INJURIES ARE THE RESULT OF VESYNC'S NEGLIGENT, FRAUDULENT OR RECKLESS ACTS OR INTENTIONAL MISCONDUCT.

If you have a dispute with one or more users or a third-party that you interacted with through the Application and/or Websites, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, in any way connected with such disputes.

If you are a California resident using the Application and Websites, you specifically waive California Civil Code § 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

EACH PROVISION UNDER THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS BETWEEN YOU AND VESYNC UNDER THOSE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND VESYNC. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE(S).

Indemnification

You agree to defend, indemnify, and hold harmless Vesync, its parents, subsidiaries, affiliates, and its and their directors, shareholders, managers, officers, employees, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Application, Websites, or the Services, including, but not limited to, your User Content, any use of the Application or Websites' content, services, and products other than as expressly authorized in these Terms, your use of any information obtained from the Application or Websites or Interactive Service, or your violation of applicable law.

Privacy

You acknowledge that when you download, install, and use the Application or visit the Websites, Vesync may use automatic means (including, for example, cookies and web beacons) to collect information about your Device and about your use of the Application and/or Websites. All information we collect through or in connection with the Application and/or Websites or the Services is subject to our Privacy Policy, which is incorporated by reference herein. By downloading, installing, accessing, using, and providing information to or through the Application and/or Websites or by using the Services, you consent to all actions taken by us with respect to your information in compliance with our [Privacy Policy](#).

Force Majeure

We are not liable or responsible, nor shall we be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, hurricane, tsunami, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or Internet or telecommunication breakdowns or power outages

Dispute Resolution and Agreement to Arbitrate

THIS SECTION IS AN "AGREEMENT TO ARBITRATE." ANY DISPUTE, CLAIM, OR CONTROVERSY (collectively, "**Claims**") WITH VESYNC RELATING TO, OR IN CONNECTION WITH THESE TERMS, ANY USE OF THE APPLICATION, WEBSITES OR SERVICES, ANY PURCHASE, RETURN, OR REFUND TRANSACTION, OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION, OR VALIDITY OF THESE TERMS, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE DETERMINED BY BINDING ARBITRATION, WHICH SHALL BE THE SOLE AND EXCLUSIVE FORUM FOR ADJUDICATING ANY SUCH CLAIMS.

- Nothing in this section shall be construed to preclude a party from bringing an individual action in small claims court or from seeking injunctive relief, damages, or other relief based on an infringement of a party's intellectual property rights.
- To the maximum extent permitted by applicable law, each party agrees to waive the right to trial by jury. Each party further agrees that any arbitration shall be conducted in their individual capacities and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. THIS AGREEMENT DOES NOT ALLOW FOR CLASS ARBITRATIONS EVEN IF THE PROCEDURES OR RULES OF THE AAA WOULD. IN ANY DISPUTE, NEITHER YOU NOR VESYNC WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, unless you and Vesync agree otherwise in writing. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.
- Pre-Arbitration: Prior to either party initiating an arbitration proceeding, the parties shall engage in good faith negotiations to resolve a Claim. During such negotiations, the party seeking arbitration must provide written notice to the other party of the Claim. Such written notice must contain a detailed description of the nature and basis of the Claim and a calculation of the specific relief sought. If the parties cannot resolve negotiations within sixty (60) days of receipt of such notice, either party may initiate arbitration proceedings. Compliance with this Dispute Resolution procedure is mandatory and a condition precedent to initiating any lawsuit or arbitration. Any applicable limitations periods and filing fee deadlines will be tolled while the parties engage in the process set forth herein.
- The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Section. (The AAA Rules are available at adr.org or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section. However, a court of competent jurisdiction may enjoin the filing or prosecution of an arbitration if the pre-arbitration dispute resolution requirements set forth under the Dispute Resolution and Agreement to Arbitrate section have not been met.
- The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the Agreement to Arbitrate is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. If the value of the relief sought is \$10,000 or less, either you or Vesync may elect to have the arbitration conducted by telephone and/or video conference or based solely on written submissions, which election shall be binding on the other party subject to the arbitrator's discretion to require an in-person hearing if the circumstances warrant. Attendance at an in-

person hearing may be made by telephone and/or video conference, unless the arbitrator requires otherwise.

- Payment of all filing, administration, and arbitrator fees will be governed by the AAA Rules. The parties are responsible for their own attorney, expert, and/or witness fees, and any costs related to arbitration. Vesync, however, will pay for the arbitration administrative or filing fees, including the arbitrator and/or other AAA case management fees, for any claim seeking \$75,000 or less, unless the claim is determined by the arbitrator to be frivolous or brought for an improper purpose or in bad faith. Otherwise, the AAA's Rules regarding costs and payment apply.
- The location of the arbitration and the parties' right to a hearing will be determined in accordance with the AAA Rules. Consumer claims arising in California will be subject to applicable California law.
- If any provision of this Section is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced. If any term in this Section is found to be unenforceable with respect to any claim or request for relief, then the parties agree that such claim or request for relief shall be decided by a court only after all other claims and requests for relief are arbitrated.

Limitation on Time to File Claim

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE RELATING TO THESE TERMS OR THE APPLICATION AND/OR WEBSITES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OR CLAIM ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Assignment

You may not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

No Third Party Beneficiaries

These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

User Consent To Receive Communications In Electronic Form

For contractual purposes, you: (a) consent to receive communications from us in an electronic form via the email address you have submitted; and (b) agree that all Terms, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights. We may also use your email address to send you other messages, including information about the Application, Websites or the Service and special offers, and you may opt out of such email by changing your account settings or using the "Unsubscribe" link in

the message. Opting out may prevent you from receiving messages regarding the Application, Websites, the Services or special offers.

Notices

- To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide; (ii) sending a letter to the address you provide; (iii) phone calls and/or (iv) by posting to the Application and/or Websites. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.
- To Us. To give us notice under these Terms, you must contact us as follows: (i) by email to us at notice@vesync.com; and (ii) by personal delivery, overnight courier or registered or certified mail to Postal Address: 1775 Flight Way Suite 150, Tustin, CA 92782. We may update the email or address for notices to us by posting a notice on the Application and/or Websites. Notices provided by personal delivery will be effective immediately. Notices provided by email or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.
- California users are entitled to the following consumer rights notice under California Civil Code Section 1789.3: If you have a question or complaint regarding the Websites or Application, please email notice@vesync.com. You may also contact the Vesync by writing to Vesync Customer Service, 1775 Flight Way Suite 150, Tustin, CA 92782 US or by calling us at (800) 591-3869. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be reached by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Severability

If any provision of these Terms is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of these Terms will continue in full force and effect.

Governing Law

Except as set forth in the Dispute Resolution and Agreement to Arbitrate section above, all matters relating to your access to or use of the Websites and/or Application and all matters arising out of or related to these Terms, will be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to these Terms or the Application or the Websites shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in Orange County, California. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Entire Agreement

These Terms constitute the entire agreement between you and Vesync with respect to the Application, Websites, Services, and purchase transactions made using the Application and Websites and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application, Websites, Services.

Waiver

No failure to exercise, and no delay in exercising, by Vesync, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.

Precedence Over Other Documents

In the event of a conflict with these Terms, the policies incorporated herein, and any applicable purchase order, sales acknowledgment, confirmation, or any other document issued by either party in connection with the purchase or sale of products or services using the Application and/or Websites, the order of precedence is as follows: (1) Terms & Conditions; (2) the incorporated policies; (3) any applicable purchase order, sales acknowledgment, confirmation, or other document issued by Vesync.

Your Comments and Concerns

This Application and Websites are operated by Vesync (US) Corporation and its affiliates, located at 1775 Flight Way Suite 150, Tustin, CA 92782.

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy in the manner and by the means set out therein.

All other feedback, comments, requests for technical support, and other communications relating to the Application and Websites should be directed to Help Center within the Application and/or Websites or to the email addresses as follows:

Vesync: us.vesync.com/help-center

Levoit: support.levoit.com

Cosori: support.cosori.com

Etekcitey: support.etekcity.com