

TERMS OF SERVICE

Updated date: February 1st, 2016

We provide online services over the Internet and mobile applications STGO2. The STGO2 Services are provided for use in conjunction with various Internet-connected devices (“Products”).

These Terms of Service (“Terms”) govern your access to and use of the STGO2, STGO2 Service, including through the Products. PLEASE READ THESE TERMS CAREFULLY. If you do not agree with these terms, do not register or use any of the STGO2 Services.

1. No Life-Safety or Critical Uses of the STGO2 Services

You acknowledge and agree that the STGO2 Service and STGO2 products are not certified for emergency response. We makes no warranty or representation that use of the STGO2 Service or Products with any third-party product or service will affect or increase any level of safety or security. The STGO2 Service and Products are not a third-party monitored emergency notification system -- We will not dispatch emergency authorities to your home in the event of an emergency. All life threatening and emergency events should be directed to appropriate response services.

2. Electronic Contracting and Messaging

By using the STGO2 Services, registering the Product, creating an online account for the STGO2 Service (“Account”), or engaging in any transactions via the STGO2 Services, you are agreeing to these Terms and our Privacy Statement. You agree that when you use your login credentials or click on any “I Agree” button when using the STGO2 Service, you affirmatively consent to conduct business electronically with us, and such credentials and processes have the same force and effect as your written signature. You agree and consent to us sending you disclosures, messages, notices, and other communications, including direct marketing text messages, to your designated mobile phone and email account.

3. These Terms May Change

We reserves the right to make changes to these Terms over time. We will notify you through the STGO2 Service or via email if we make material modifications. Continued use of the STGO2 Service following this notice will indicate your acknowledgment and agreement to be bound by the revised Terms.

4. Relationship to Product Warranty

These Terms govern your use of STGO2 Service. Your purchase of any Product is governed by the limited warranty provided with that Product.

5. Eligibility

You are prohibited from registering a Product for use with the STGO2 Service or from using the STGO2 Service unless you are 18 years of age or older, if individual, or, have obtained the authorization, if company. You may not use the STGO2 Service where prohibited by applicable law. We also do not knowingly collect any information from children under the age of 13. If you are not 18 years of age or older, you must have your parent or legal guardian register a Product or create an Account to use the STGO2 Service. Please contact us if you believe your child has provided us with personal information in connection with the STGO2 Services.

6. Creating an Account

To use your Product via STGO2 Services, you are required to create an Account. You represent and warrant that: (i) all required registration information you submit is truthful, accurate and complete; (ii) you will maintain the accuracy, security, and confidentiality of such information; and (iii) your use of the STGO2 Service does not violate any applicable law or regulation. You have no right to transfer your Account to any other individuals in any manner. We are not liable for any loss or damages arising from your failure to maintain the confidentiality of your Account.

7. System and Equipment Requirements

Use of certain Products or discrete functionality may require Internet access and registration to the STGO2 Service. You must have the necessary hardware, software, and Internet access needed to register and use the Product with the STGO2 Service. STGO2 Service will not be accessible without: (i) a working Wi-Fi network that is positioned to communicate reliably with our Products; (ii) a mobile device with Android OS or Apple iOS to pair the Products with

its nearby Wi-Fi network; (iii) an Account; (iv) always-on broadband Internet access; and (v) other system elements that may be specified by STGO2 in connection with specific Product. In addition, you acknowledge that STGO2 may activate Bluetooth or Wi-Fi services on your device, with or without prior notification, in order to facilitate proper registration of the Product, and connectivity and registration to the STGO2 Service.

8. Changes to STGO2 Services

STGO2 may change, upgrade, discontinue, or temporarily suspend any feature or component of the STGO2 Service at any time without notice. STGO2 cannot guarantee and makes no warranties that any software updates can be implemented on any Product or that changes to the STGO2 Service will operate as intended. You acknowledge that you may be required to install software updates to use the STGO2 Services with your Product, and you agree to promptly install such updates we provide. You are solely liable for any losses arising from a failure to timely implement such updates.

9. Term and Termination

These Terms will remain in full force and effect as long as you continue to access or use the STGO2 Service. If you transfer an STGO2 Product to a new owner, your right to use the STGO2 Service with respect to that Product automatically terminates, and the new owner will have no right to use the Product or STGO2 Service under your Account. Upon termination of your Account, your right to use the STGO2 Service will automatically terminate and we may delete Your Content and other information related to your Account at the end of your subscription period. You may cancel your Account at any time.

10. License

Subject to your compliance with these Terms, we grants you a revocable, limited, non-exclusive, non-transferable, non-sub-licensable license to install and use (a) our mobile applications (“Mobile Apps”), and (b) any embedded firmware in the Product and updates (“Other Software”), in each case solely in connection with your personal, non-commercial use of the Product and the STGO2 Service. You may only use the Mobile Apps on devices that you own, lease, or otherwise control. No other licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by us or our licensors.

11. License Restrictions

Unless as expressly permitted in these Terms, you agree not to, and you will not permit others to, (i) license, sublicense, assign, convey or transfer, the rights and licenses granted hereunder; (ii) publish, display, disclose, sell, rent, lease, store, loan, distribute, transmit, publicly display or perform, co-brand, frame, host, outsource, or otherwise commercially exploit the STGO2 Service, including the Mobile Apps and Other Software (collectively, the “Software”), (iii) copy or reproduce the STGO2 Service or Software or any part thereof, in any form; (iv) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Software or STGO2 Services; (v) use the Software and STGO2 Service in any fashion that may infringe any patent, copyright, trademark, trade secret, or any other intellectual property or proprietary right of STGO2, its third-party providers, or any other third-party; (vi) modify, translate, adapt, disassemble, reverse engineer decompile, reverse compile, or create compilations or derivative works of, the Software, STGO2 Service, or any part thereof (except to the extent applicable laws specifically prohibit such restriction), or (vii) use the Software or STGO2 Service for any service bureau, time-sharing, resale or similar purposes.

We reserve all rights and licenses in and to the Software not expressly granted to you under these Terms.

12. Access to STGO2 Services

You may only access and use the STGO2 Service solely for the purpose of (a) operating, managing, monitoring, and maintaining the Products, (b) viewing, sharing, and storing video, audio, and other content captured and transmitted by the Products to the STGO2Service, and (c) to subscribe to STGO2 Services, manage your Account and preferences, and maintain your registration data.

When using the STGO2 Service, you shall not:

- disrupt, interfere with, violate the security of, or attempt to gain unauthorized access to, the STGO2 Service or any computer network;

- circumvent any technological measure implemented by STGO2 or any of STGO2’s providers or any other third party (including another user of the STGO2 Service) to protect the STGO2 Service;
- upload, transmit, distribute, or run any computer virus, worm, Trojan horse, or any computer code that could damage or alter a computer, portable device, computer network, communication network, data, the STGO2 Service, or any other system, device or property;
- run Maillist, Listserv, or any form of auto-responder or “spam” on the STGO2 Service;
- attempt, in any manner, to obtain the password, account, credentials, or other security information from any other user; or
- jeopardize the security of your Account or anyone else’s account (for example, by allowing another individual to login into the STGO2 Service as you).

13. Content

You may elect to display, share, email, or otherwise make available (collectively, “Submit”) text, graphics, photographs, video, images, audio, and other works of authorship via the Product or directly into the STGO2 Services, including for storage and sharing with third parties online (“Your Content”). When you post Your Content in publicly accessible sections of the STGO2 Service or third party social networking sites via the STGO2 Services, such content will be accessible and viewed by others. You are solely responsible for Your Content submitted through the STGO2 Service, and we will not be liable for any errors or omissions in Your Content.

We may also make available on the STGO2 Services text, graphics, photographs, video, images, illustrations, audio, music, commentary, and other works of authorship it owns or from other users of the STGO2 Services, are protected by copyright, trademark, patent, intellectual property, and other laws of the United States and foreign countries. You may access and view Content solely for personal use and consumption, and are prohibited from copying, selling, renting, distributing (including through digital distribution), publicly performing (including through digital performance), marketing, making derivative works, or otherwise exploiting such Content without prior written consent.

We make no endorsement, representation or warranty of any kind about Your Content or our Content, or any information, services or recommendations accessed through the STGO2 Service. We are not responsible for the accuracy, reliability, effectiveness, or correct use of information you receive through the STGO2 Service.

You agree that all Your Content and our Content accessed by you using the STGO2 Service is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. You hereby release us from all liability for you having acquired or not acquired Your Content or our Content through the STGO2 Service.

By making Your Content available on or through the STGO2 Service you grant to us a non-exclusive, transferable, sub-licensable, worldwide, royalty-free, perpetual, irrevocable right and license to use, copy, modify, publicly display, publicly perform and distribute Your Content in connection with operating and providing the STGO2 Service to you. We also have the right to reformat, creative derivative works of, excerpt, translate, modify, or otherwise change any of Your Content for storage and viewing via the STGO2 Services. When you post or share Your Content for public viewing, you grant us the right and license to copy, distribute, license, market, perform, display, distribute, exploit, and create derivative works of Your Content without any restriction or compensation to you, in any medium or via any channel now known or later discovered. Such licenses and rights shall be sub-licensable.

You represent and warrant that you own Your Content or that you have all rights necessary to Submit Your Content in the manner in which you choose and to grant us a license to use Your Content as described in these Terms.

You warrant, represent, and agree that Your Content and the use and provision of Your Content on the STGO2 Service as provided in these Terms will not: (i) infringe, misappropriate or violate a third party’s patent, copyright, trademark, trade secret, or other intellectual property rights, or rights of publicity or privacy, or other rights; (ii) violate, or encourage any conduct that would violate, any applicable law, statute, regulation, or ordinance, or would give rise to civil liability; (iii) be fraudulent, false, misleading, deceptive, defamatory, tortuous, obscene, harmful, pornographic, vulgar, offensive, or otherwise objectionable; (iv) promote discrimination, racism, hatred, harassment or harm against any individual or group; (v) be violent, threatening, abusive, or promote violence or actions that are threatening or abusive to any person or entity; or (vi) promote illegal or harmful activities or substances.

All comments, suggestions, feedback, or ideas Submitted by you about the STGO2 Service are our property and we may access, copy, modify, redistribute, publish or otherwise use them for any purpose and in any way without due compensation to you. We do not waive any right to use similar ideas previously known to us or developed by us.

14. Limitations of STGO2 Services

The STGO2 Service is intended to be accessed and used for non-time-critical information and control of Products. While we strive for the STGO2 Service to be highly reliable and available, it is not intended to be reliable or available 100% of the time. The STGO2 Service is subject to sporadic interruptions and failures for a variety of reasons beyond our control, including Wi-Fi intermittency, service provider uptime, mobile notifications and carriers, among others. You acknowledge these limitations and agree that we are not responsible for any damages allegedly caused by the failure or delay of the STGO2 Service to reflect current status of the Product, notifications, or timing of Your Content.

The STGO2 Service may be suspended temporarily without notice for security reasons, system failure, maintenance and repair, updates, adjustments, or other circumstances. You acknowledge and agree that you will not be entitled to any refund or rebate for any such suspension. We do not offer any specific uptime guarantee for the STGO2 Service. We are not liable for any losses arising from a suspension of the STGO2 Service.

All information concerning the STGO2 Service and use of the Product with the STGO2 Service is provided “as is” and “as available”. We do not guarantee that this information is correct or up to date. Accessing the information through the STGO2Service is not a substitute for direct access to the information in or on the Product itself.

Although we care about the security, integrity, and availability of Your Content and personal information, we cannot guarantee the security of your personal information. You acknowledge that you provide Your Content and your personal information at your own risk.

15. Limitations of the STGO2 Service Due to Reliance on Third Parties

The STGO2 Service relies on certain third party products and services. For example, some aspects of the STGO2 Service— such as data storage, synchronization, and communication – are enabled by Amazon Web Services. As another example, we rely on mobile operating system vendors and mobile carriers to enable mobile device notifications through the STGO2 Service. These third party products and services are beyond our control, and their operation may not operate in a reliable manner or be available 100% of the time. STGO2 is not responsible for any damages and losses due to the operation of these third party products and services.

You further acknowledge that you are responsible for all fees charged by your ISP and carrier in connection with your access to and use of the STGO2 Service and access to your Products. You also acknowledge that you are responsible for compliance with all applicable agreements, terms of use/service, and other policies of your ISP and carrier.

You acknowledge and agree that the availability of the Mobile Apps is dependent on the third party web services from which you download the Mobile Apps – for example, the Android app market from Google or the App Store from Apple (each an “App Store”). You acknowledge that these Terms are between you and us and not with an App Store. Each App Store may have its own terms and conditions to which you must agree before downloading Mobile Apps from that App Store. You agree to comply with, and your license to use the Mobile Apps, is conditioned upon your compliance and agreement with such App Store terms and conditions. To the extent such other terms and conditions from such App Store are less restrictive than, or otherwise conflict with, the terms and conditions of these Terms, the more restrictive or conflicting terms and conditions in these Terms apply.

16. Third-Party Website Links and Referrals

The STGO2 Service may contain links to other sites operated by third parties (“Third Party Sites”) and referrals to third party vendors (“Referred Vendors”). Such Third Party Sites and Referred Vendors are not under our control. We provides these links and referrals only as a convenience and we do not review, approve, monitor, endorse, or make any representations or warranties with respect to such Third Party Sites or Referred Vendors for these products and services. We encourage you to review all applicable agreements, terms of use/service, and other policies of these Third Party Sites and Referred Vendors.

17. Release Regarding Third-Parties

STGO2 is not responsible for third parties or their products and services, including, without limitation, any third party products and services that enable the STGO2 Service, equipment, ISPs, carriers, the App Stores, Third Party Sites, and Referred Vendors.

WE HEREBY DISCLAIM AND YOU HEREBY DISCHARGE, WAIVE AND RELEASE US AND ITS LICENSORS AND SUPPLIERS FROM ANY PAST, PRESENT, AND FUTURE CLAIMS, LIABILITIES, AND DAMAGES, KNOWN OR UNKNOWN, ARISING OUT OF OR RELATING TO YOUR INTERACTIONS WITH SUCH THIRD PARTIES AND THEIR PRODUCTS AND SERVICES. YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.” YOU HEREBY WAIVE ANY SIMILAR PROVISION IN ANY OTHER JURISDICTION.

18. Indemnity

You agree to defend, indemnify, and hold us, its directors, officers, employees, shareholders, affiliates, contractors, agents, licensors, and suppliers harmless from any damages, liabilities, claims, demands, losses, or expenses, including attorneys’ fees, made by any third party due to or arising out of or in connection with (i) your use of the STGO2 Service and Product; (ii) your violation of these Terms; (iii) Your Content, and (iv) your violation of any law or the rights of any third party. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

19. WARRANTY DISCLAIMERS

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE STGO2 SERVICE (I.E. THE WEBSITE, THE MOBILE APPS, SUBSCRIPTION SERVICES, AND SOFTWARE) ARE PROVIDED FOR YOUR CONVENIENCE, “AS IS”, AND “AS AVAILABLE” WITH ALL FAULTS AND ERRORS, AND US AND OUR SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, QUIET ENJOYMENT, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AVAILABILITY, DATA SECURITY, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT, SOFTWARE OR SERVICE ADVERTISED OR PROVIDED BY A THIRD PARTY THROUGH OR IN CONNECTION WITH THE STGO2 SERVICE (INCLUDING, BUT NOT LIMITED TO, CLOUD SERVICES) OR ANY HYPERLINKED WEBSITE OR SERVICE.

WE MAKE NO REPRESENTATIONS CONCERNING ANY CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICES, AND WE WILL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, COPYRIGHT COMPLIANCE, LEGALITY OR DECENCY OF MATERIAL CONTAINED IN OR ACCESSED THROUGH THE STGO2 SERVICES. WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING SUGGESTIONS OR RECOMMENDATIONS OF SERVICES OR PRODUCTS OFFERED OR PURCHASED THROUGH THE STGO2 SERVICE.

YOU ACKNOWLEDGE THAT THE USE OF THE STGO2 SERVICE SHALL BE CONNECTED WITH THE INTERNET, AND USE SHALL BE WHOLLY AT YOUR OWN RISK. WE DO NOT REPRESENT OR GUARANTEE THAT THE STGO2 SERVICE WILL BE FREE FROM LOSS, CORRUPTION, CYBER ATTACK, VIRUSES, INTERFERENCE, HACKING, MALWARE, OR OTHER SECURITY INTRUSION, AND WE DISCLAIM ANY LIABILITY RELATING THERETO.

SURVEILLANCE, DATA PROTECTION, AND PRIVACY LAWS VARY BY JURISDICTION AND MAY IMPOSE CERTAIN RESPONSIBILITIES ON YOUR USE OF THE STGO2 SERVICE. YOU ACKNOWLEDGE AND AGREE THAT YOU (AND NOT US) WILL BE RESPONSIBLE FOR ENSURING THAT YOU COMPLY WITH APPLICABLE LAWS WHERE YOU LIVE AND THAT WE SHALL NOT BE LIABLE IN THE EVENT THAT THE STGO2 SERVICE IS USED FOR ILLEGAL PURPOSES, INCLUDING, WITHOUT LIMITATION: NON-CIVIL USE; RECORDING OR SHARING VIDEO OR AUDIO CONTENT THAT IS NOT IN CONFORMANCE WITH APPLICABLE LAW; FAILURE TO COMPLY WITH NOTICE AND CONSENT LAWS; INFRINGEMENT OF THIRD PARTY RIGHTS; USE IN CONNECTION WITH MEDICAL TREATMENT, OR OTHER SITUATIONS WHERE THE STGO2 SERVICE FAILURE COULD LEAD TO DEATH OR PERSONAL INJURY.

20. LIMITATIONS ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL US, ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, CONTRACTORS, AGENTS, LICENSORS, OR SUPPLIERS, BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOST DATA OR CONTENT, DOCUMENTATION, OR PROFITS, SERVICE INTERRUPTION, COMPUTER DAMAGE, COST OF SUBSTITUTE SERVICES, INABILITY TO USE THE STGO2 SERVICE, PRIVACY LEAKAGE, OR ANY OTHER LIABILITIES OR LOSSES CAUSED BY THE STGO2 SERVICE OR BY FAILURES OF THE STGO2 SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OUR TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE STGO2 SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EXCEED THE FEES ACTUALLY PAID BY YOU TO US OR OUR AUTHORIZED RESELLER FOR THE STGO2 SERVICE IN THE PRIOR 6 MONTHS (IF ANY) IMMEDIATELY PRECEDING THE DATE OF THE MOST RECENT CLAIM. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. WE DISCLAIM ALL LIABILITY OF ANY KIND OF OUR LICENSORS AND SUPPLIERS.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU.

21. Dispute Resolution

You agree that these Terms and any claim, dispute, action, cause of action, issue or request for relief between you and US arising out of or relating to these Terms or the STGO2 Service (collectively, “Disputes”) will be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction.

If a Dispute arises between you and US, our goal is to learn about and address your concerns. You agree that you will notify US about any Dispute you have with US regarding these Terms or our Products or Services. We’ll try to resolve the Dispute informally by contacting you through email. If a Dispute is not resolved within 90 (ninety) days after submission, you or us may bring a formal proceeding.

22. Binding Arbitration

You and US agree to submit to binding arbitration all disputes and claims arising out of or relating, in any way, to these Terms or any of the STGO2 Services, on an individual and purely bilateral, non-class/non-representative bases. Arbitration on an individual basis is the exclusive remedy for any claims which might otherwise be brought on a class, collective or representative basis between you and US. This agreement will be governed by the laws of the People’s Republic of China and shall be governed by shall be submitted exclusively to the China International Economic and Trade Arbitration Commission (“CIETAC”) in Beijing in accordance with CIETAC rules , as modified by these Terms. Unless otherwise precluded by law, you and US shall each separately pay your or its own attorneys’ fees and costs. You agree that if any provision of this arbitration agreement is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, that provision shall be struck from the agreement to arbitrate, and the remainder of the arbitration agreement shall remain in full force and effect consistent with applicable law. However, the entire agreement to arbitrate shall be void if the provisions above waiving or precluding class arbitration proceedings are found to be invalid, unenforceable, or void for any reason.

23. Limitation on Claims

Regardless of any statute or law to the contrary, any dispute arising out of or related to your use of the STGO2 Service must be filed within one (1) year after the occurrence of the event or facts giving rise to a dispute, or you waive the right to pursue any dispute based upon such event or facts forever.

24. Entire Agreement; Waiver; Severability

These Terms constitute the entire and exclusive understanding between you and US with respect to the use of the STGO2 Service, and these terms supersede and replace any and all prior oral or written understandings or agreements between US and you regarding the STGO2 Service. Our failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision or of any other rights or provisions in these Terms. If a court or tribunal should find that one or more rights or provisions set forth in these Terms are invalid, you agree that the remainder of the Terms will remain in full force and effect and that the invalid provision will be enforceable to the fullest extent permitted by law.

25. Assignment

You may not assign or transfer these Terms and any associated rights or obligations, by operation of law, without our prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. We may freely assign or transfer these Terms without restriction.