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OUR TERMS OF SERVICE WERE UPDATED ON JULY 29, 2021

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These Terms of Service (these “**Terms**”) govern Your access to and use of the Services. The term “**You**,” “**Your**,” “**you**” or “**your**” as used in these Terms, means any person or entity who accesses or uses the Services and any person or entity who creates an Account (as defined in Section IV(a)) and accepts these Terms, including any individuals that You authorize to access or use the Services, including Your independent contractors or employees (“**Authorized Users**”). For the avoidance of doubt, where the term “You,” “Your,” “you” or “your” is used in these Terms, it shall include any Authorized User, regardless of whether “Authorized User” is specifically stated. For Services that You receive from a third party distributor or reseller, these Terms govern any rights and obligations between You and Ubiquiti, and govern Your use of such Services.

THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION IN SECTION IX, INCLUDING A CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH UBIQUITI. YOU MAY OPT OUT OF ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED IN SECTION (IX)(B).

FOR IMPORTANT DISCLAIMERS OF WARRANTY AND WARNINGS CONCERNING USAGE, SEE SECTION VI.

You must read and agree to be bound by these Terms before downloading, installing, accessing or using the Services, effective as of the date of such download, installation, access or use. BY DOWNLOADING, INSTALLING, ACCESSING OR USING THE SERVICES, YOU ARE AGREEING TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT OTHERWISE DOWNLOAD, INSTALL, ACCESS OR USE THE SERVICES.

THE SERVICES MAY BE SUBJECT TO AUTOMATIC SOFTWARE UPDATES, AS DESCRIBED FURTHER IN SECTION IV(C), AND YOU ALSO HEREBY CONSENT TO SUCH UPDATES. If You do not agree to such updates, You are not permitted to, and You must not, download, install, access or use the Services.

Ubiquiti may, in its sole and absolute discretion, change these Terms from time to time, as indicated by the date at the end of these Terms. If You object to any such change, Your sole recourse will be to cease using the Services. Continued use of the Services following any such change will indicate Your acknowledgement of such change and agreement to be bound by the new terms and conditions.

I. Overview, Eligibility

- a. These Terms are a binding agreement between You and Ubiquiti.
- b. These Terms govern Your use of the Services. The software embedded in Your Product (and

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- c. Subject to Section (I)(d), You may access and use the Services only if You can form a binding contract with Ubiquiti and only if You are in compliance with the Terms and all applicable laws and regulations. If You are accepting these Terms on behalf of an entity or individual, You represent and warrant that You have full legal authority to bind such entity or individual to these Terms.
- d. If You are an Authorized User, You represent and warrant that You are over the age of 13 (or equivalent minimum age in the jurisdiction where You reside or access or use the Services), and in the event You are between the age of 13 (or equivalent minimum age in the jurisdiction where you reside or access or use the Services) and the age of majority in the jurisdiction where You reside or access or use the Services, that You will only use the Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms. Any use or access to the Services by individuals under the age of 13 (or equivalent minimum age in the jurisdiction where you reside or access or use the Services) is strictly prohibited and a violation of these Terms.

II. License

- a. **License Grant.** Subject to Your compliance at all times with these Terms, Ubiquiti grants, under all of its rights in and to the Services, a worldwide, non-sublicensable, non-transferable, non-exclusive, revocable, limited license to use the Services solely for Your personal use, to use, manage and monitor Your Products and collect and receive data from Your Products. For the avoidance of doubt, the license grant in this Section II(a) does not grant any right or license to Third Party Software (as defined in Section II(c)) or Third Party Products and Services (as defined in Section VI(g)).
- b. **Limitations on Use.**
 - i. The Services and its contents, features and functionality (including, without limitation, all information, software, text, graphics, images, controller and audio, and the design, selection and arrangement thereof) (collectively, the “**Content**”) are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.
 - ii. You shall not directly or indirectly do any of the following:
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4. copy, modify or create derivative works of, or reverse engineer, decompile, translate, disassemble or otherwise attempt to extract the source code of, any software included in the Services.
5. violate any third party rights or any local, state, national or international law or regulation;
6. transmit or create any materials that are abusive, harassing, tortious, defamatory, libelous, harmful, fraudulent, deceptive, threatening, vulgar, obscene, invasive of another's privacy or otherwise objectionable;
7. transmit any material that contains adware, malware, spyware, software viruses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
8. impersonate any person or entity, or otherwise misrepresent Your affiliation with a person or entity;
9. engage in any High Risk Activities (as defined in Section VI(c)(ii));
10. jeopardize the security of Your account or anyone else's account, or attempt, in any manner, to obtain the password, account, or other security information from any other user;
11. interfere with, disrupt or attempt to gain unauthorized access to the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
12. remove, circumvent, disable, damage or otherwise interfere with security-related
13. create a substantially similar product or service thereto, or to any component thereof; or
14. violate any applicable law or regulation or accompanying user or technical manuals, training materials, specifications or other documentation pertaining to any Services, whether in digital or printed format.

iii. You are responsible for obtaining and maintaining all equipment and services needed for access to and use of the Services and for paying all charges related thereto.

c. **Third Party Software.**

- i. Certain software included in, distributed with or downloaded in connection with the Services may comprise third party proprietary software products that are subject to separate license terms ("**Third Party Software**"). In addition, some Products are enabled to operate with Third Party Software rather than Ubiquiti software. All such Third Party Software may include software or software components that are derived, in whole or in part, from software that is distributed as free software, open source software or under similar licensing or distribution models ("**Open Source Software**," together with Third Party Software, "**External Software**").
- ii. Your use of External Software is subject in all cases to the applicable licenses from the External Software provider, which shall take precedence over the rights and restrictions granted in these Terms solely with respect to such External Software. You shall comply with the terms of all applicable Third Party Software and Open Source Software licenses, if any. Copyrights to Open Source Software are held by their respective copyright holders indicated in the copyright notices in the corresponding source files. The Services may include software developed by the OpenSSL Project for use in the OpenSSL Toolkit (<http://www.openssl.org/>).
- iii. FOR THE AVOIDANCE OF DOUBT, UBIQUITI PROVIDES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO SUCH EXTERNAL SOFTWARE, INCLUDING WITH RESPECT TO FUNCTIONALITY OF SUCH EXTERNAL SOFTWARE WITH ANY PRODUCT OR SERVICE. Ubiquiti does not provide any warranty, maintenance, technical or other support for any External Software or its use on any Product or Service. Accordingly, Ubiquiti is not responsible for Your use of any External Software or any personal injury, death, property damage (including, without limitation, to Your home), or other harm or losses arising from or relating to Your use of any External Software.

d. **Intellectual Property Ownership.** All copyrights, trade secrets, patents, trademarks and other intellectual property and proprietary rights in any jurisdiction worldwide (collectively, "**Intellectual Property Rights**") in and to the Services and the Content are the sole property of Ubiquiti or its licensors. You do not have or receive any right, title or interest in or to the Services or the Content through Your use of the Services or otherwise. Except for the limited license in Section II(a) of these Terms, Ubiquiti does not grant any express or implied right to You under any of its Intellectual Property Rights.

e. **Trademarks.** All trademarks, service marks, trade names and logos and the goodwill associated therewith ("**Marks**") included or displayed in the Services or Content are the

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f. User Submissions.

- i. Ubiquiti does not claim ownership of any information, data, text, images or other materials You or Your devices submit for display, processing, temporary storage or distribution through the Services (collectively, “**User Submissions**”). As between Ubiquiti and You, You own all rights to Your User Submissions. Ubiquiti does not pre-screen User Submissions and You agree that You are solely responsible for all of Your User Submissions. Ubiquiti is not required to host, store, process, display, return or distribute any User Submissions, and may remove Your User Submissions at any time. Ubiquiti is not responsible for any loss, theft or damage of any kind to any User Submissions. You represent and warrant that Your User Submissions, and Ubiquiti’s use thereof, do not and will not infringe the rights of any third party (including, without limitation, Intellectual Property Rights, rights of privacy or publicity, or any other legal or moral rights).
- ii. In addition, You hereby grant to Ubiquiti, without obligation, compensation, or restriction of any kind or nature, the worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up right: (i) to copy, reproduce, broadcast, transmit, republish, distribute, modify, prepare derivative works of, perform, publicly perform and display any User Submissions and any copies thereof, in any format or medium now known or later developed, and including as embodied in any Product; (ii) to make, have made, use, license, rent, lease, sell, offer for sale and import the User Submissions and any copies thereof. Ubiquiti reserves the right to display advertisements in connection with User Submissions and to use User Submissions for advertising and promotional purposes.

g. Feedback.

- i. If You provide technical, business or other feedback, suggestions or comments to Ubiquiti concerning the Services or any other Product (collectively, “**Feedback**”), You assign to Ubiquiti all right, title and interest in and to any Feedback and all proprietary rights therein, including, without limitation, Intellectual Property Rights. You represent and warrant that the Feedback is not subject to any license terms that would purport to require Ubiquiti to comply with any additional obligations with respect to any Services or Products that incorporate any Feedback.
- ii. To the extent the foregoing present assignment is ineffective for any reason, You hereby grant to Ubiquiti, without obligation, compensation, or restriction of any kind or nature, the worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up right: (i) to

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III. Data; Confidentiality

- a. **Data.** You agree that Ubiquiti may from time to time collect and use data in a form that could personally identify You (such as Your name, email address, mailing address or other contact information) or Your customers (collectively "**Personal Data**"), for any reason, including to facilitate the provision of updates to any applications or services, promote new Products and Services, authenticate Products, verify compliance with these Terms, and improve Products. Your usage and Personal Data is governed by Ubiquiti's [Privacy Policy](#). Subject to Section (III) (c) or as otherwise provided in the [Privacy Policy](#), Ubiquiti will not share Your or Your customers' Personal Data with third parties without Your prior consent.
- b. **SECURITY.** UBIQUITI CARES ABOUT THE INTEGRITY AND SECURITY OF YOUR PERSONAL DATA. HOWEVER, UBIQUITI CANNOT GUARANTEE THAT UNAUTHORIZED THIRD PARTIES WILL NEVER BE ABLE TO DEFEAT OUR SECURITY MEASURES OR USE YOUR PERSONAL DATA FOR IMPROPER PURPOSES. YOU ACKNOWLEDGE AND AGREE THAT YOU PROVIDE YOUR PERSONAL DATA AT YOUR OWN RISK.
- c. **Ubiquiti World Network.** The Ubiquiti World Network at www.uwn.com ("**World Network**") is provided to users to assist in their gathering of information about wireless internet service providers ("**WISPs**") operating in their geographic location. If You request information about any WISP through the World Network, You authorize Ubiquiti to transmit the information that You submit (including Personal Data) to such WISP. You acknowledge that Ubiquiti does not necessarily endorse the services of any WISP that is indicated as part of the World Network, and nothing should be construed as an approval of any particular service or service provider. YOUR USE OF ANY PRODUCTS OR SERVICES OF ANY WISP IS AT YOUR OWN

RISK, AND WE SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY OUTCOME, CONSEQUENCES OR DAMAGES THAT MAY ARISE OUT OF ANY TRANSACTION THAT YOU ENTER INTO WITH ANY SUCH WISP OR THE USE OF ANY PRODUCTS OR SERVICES THAT YOU OBTAIN FROM ANY SUCH WISP.

d. **Special Note to International Users.** If You are accessing the Services from the European Union, Asia or any other region with laws or regulations governing personal data collection and disclosure that differ from United States laws, please be advised that Your continued use of the Services will be governed by United States law, our [Privacy Policy](#) and these Terms. Information about You that we collect or that You submit may be transferred to, processed in or held in countries other than the one in which You reside, including countries, such as the United States, which the European Union has deemed do not provide “adequate” protection for personal information. If You are located in a country outside the United States and voluntarily submit Personal Data to us, You thereby consent to the general use of such information and the transfer of such information to, and storage of that information in, the United States or other locations in which information is stored, in each case as provided in these Terms and the [Privacy Policy](#).

e. **Confidentiality.**

- i. “**Confidential Information**” means the Services and any and all business or technical information of Ubiquiti or a third party to whom Ubiquiti has an obligation of confidentiality, whether disclosed in writing, orally, by electronic delivery, by inspection of tangible objects or otherwise. Confidential Information also includes, without limitation, these Terms and its purposes, trade secrets, ideas, processes, formulae, computer software (including source code), algorithms, data, data structures, scripts, applications, programming interfaces, protocols, know-how, copyrightable material, improvements, inventions (whether or not patentable), techniques, strategies, business plans, product development plans, timetables, forecasts, customer and supplier lists, product or service designs, specifications and schematics, product or service costs, product or service prices, product or service names, financial information, employee information, marketing plans, business opportunities and research, market and development activities and results.
- ii. You shall permit to use the Confidential Information only Authorized Users who have a need to know such Confidential Information, and who are informed of the confidential nature of the Confidential Information and are bound by obligations no less restrictive than those set forth herein applicable to such Confidential Information, in each case only for the purpose of exercising the license expressly granted hereunder. You agree not to

otherwise transfer, copy, disclose, provide or otherwise make available Confidential Information in any form to any third party without the prior written consent of Ubiquiti. You hereby guarantee the performance of the provisions hereof by any Authorized User, or any other person or entity that may obtain Confidential Information directly or indirectly from You.

- iii. You agree to implement reasonable security measures to protect Confidential Information, but without limitation to the foregoing, shall use best efforts to maintain the security of the Services and its Content. You shall not make any copies or extracts of Confidential Information or include Confidential Information in Your own materials except as reasonably required to exercise the license granted under Section II(a). Any copies or extracts so made or information so included will include an appropriate legend identifying the same as constituting or containing Confidential Information of Ubiquiti.
- iv. You will use best efforts to cooperate with and assist Ubiquiti in identifying and preventing any unauthorized use, copying, or disclosure of the Confidential Information, or any portion thereof. You will notify Ubiquiti immediately in the event of any unauthorized disclosure of any Confidential Information, and will use best efforts to assist Ubiquiti in remedying such unauthorized disclosure.

f. Speed Test.

- i. When conducting a speed test through any Services (including but not limited to the WiFiman application, WiFiman mobile apps, and www.wifiman.com) on any device or platform, Ubiquiti may collect: (a) the test results; (b) information about the approximate physical location of the device; and (c) other information, including, but not limited to, the IP address, the ISP name and other information about your network, system and devices (collectively, "**Speed Test Data**"). You acknowledge that certain speed test servers are owned or operated by third parties unaffiliated with Ubiquiti, such as your internet service provider ("**ISP**") or a mobile carrier. Such third parties may collect your IP address and other data about you during the speed test.
- ii. Ubiquiti may process the Speet Test Data for the following purposes: providing the speed test service to you; improving Ubiquiti products and services; and conducting analyses and preparing market reports for Ubiquiti's business customers.
- iii. Ubiquiti has a legitimate interest in carrying out the processing of the Speed Test Data for the purposes of managing, operating, improving or promoting Ubiquiti's products, services and business. Ubiquiti also has a legitimate interest in sharing the Speed Test Data with ISPs and other business customers to help them understand and create a better and faster internet.

IV. Access to Services

- a. **Account, Password and Security.** To use the Services, You may be required to register for a user account (“**Account**”) and provide certain information about Yourself, including Personal Data, as prompted by the applicable registration form. You represent and warrant that: (i) all required registration information You submit is truthful and accurate; (ii) You will maintain the accuracy of such information; (iii) Your use of the Services do not and will not violate any U.S. or other applicable law or regulation and (iv) You are over the age of 13 (or equivalent minimum age in the jurisdiction where You reside or access or use the Services), and in the event You are between the age of 13 (or equivalent minimum age in the jurisdiction where You reside or access or use the Services) and the age of majority in the jurisdiction where you reside or access or use the Services, that You will only use the Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms. You are responsible for maintaining the confidentiality of Your passwords and You are solely responsible for all activities that occur under Your Account, whether by You or any Authorized User. You are solely responsible for any loss or damage You suffer as a result of Your failure to adequately safeguard Your password. You will immediately notify Ubiquiti of any unauthorized use of Your password or any other breach of security related to the Services. Ubiquiti reserves the right to require You to alter Your password if Ubiquiti believes that Your password is no longer secure. Ubiquiti is not liable for any loss or damage arising from Your failure to comply with the above requirements. For purposes of this Section IV, “**Access**” means to use on and through computers owned or leased and controlled by You, or through Your Account.
- b. **Authorized Users.** You may permit the Services to be Accessed by Authorized Users through Your Account, subject to the Terms set forth herein, including without limitation in Section III(e). You are fully responsible for the compliance with these Terms by all such Authorized Users, and by any other person or entity that may have Access to the Services through You (whether or not such Access is permitted by these Terms).
- c. **Automatic Updates.** Ubiquiti may, from time to time and at its sole option, provide patches, bug fixes, corrections, updates, upgrades, support and maintenance releases or other modifications to the Services, including certain External Software, which items shall be deemed part of the Services and External Software hereunder. YOU HEREBY CONSENT TO ANY SUCH AUTOMATIC UPDATES. These may be automatically installed without providing any additional notice to You or receiving Your additional consent. If You do not consent, Your remedy is to terminate Your Account and stop using the Services. Notwithstanding the foregoing, Ubiquiti withholds the right to require You to install any patches, bug fixes, corrections, updates, upgrades, support and maintenance releases or other modifications in

order to Access and use the Services.

- d. **Modifications to and Discontinuation of Services.** UBIQUITI RESERVES THE RIGHT TO MODIFY THE SERVICES WITHOUT NOTICE TO YOU. UBIQUITI FURTHER RESERVES THE RIGHT TO DISCONTINUE THE SERVICES WITHOUT NOTICE TO YOU. To the extent reasonably practical, Ubiquiti will provide You with notice prior to any discontinuation, unless Ubiquiti is required to immediately discontinue the service in order to comply with any law or regulations.
- e. **Continued Development.** Provision of the Services, including, as applicable, any External Software, under these Terms does not create any obligation for Ubiquiti to continue to develop, support, repair, offer for sale or in any other way provide or develop the Services or any External Software or other items. Ubiquiti is under no obligation to provide technical support under these Terms, and provides no assurance that any specific errors or faults in the Services, including, as applicable, any External Software, will be corrected.
- f. **Fees.** Ubiquiti reserves the right at any time to charge fees for access to current or new services of the Services or portions thereof. In no event will You be charged for Access to such services unless Ubiquiti obtains Your prior agreement to pay such fees. If You do not consent to the payment of such fees, however, You may not have Access to paid services. Details regarding the services You will receive in exchange for the payment of fees, as well as any payment terms and conditions that apply, will be disclosed to You prior to Your agreement to pay such fees. All such terms will be deemed to be a part of (and are hereby incorporated by reference into) these Terms.

V. Term and Termination

- a. **Term.** These Terms will remain in full force and effect so long as You continue to access or use the Services, or until terminated in accordance with these Terms. You may discontinue Your participation in and access to the Services at any time.
- b. **Termination and Suspension.** WITHOUT LIMITING OTHER REMEDIES, UBIQUITI MAY (I) TERMINATE OR SUSPEND YOUR ACCESS TO OR RIGHT TO USE ALL OR PART OF THE SERVICES WITHOUT NOTICE OR (II) TERMINATE THESE TERMS WITH RESPECT TO YOU IF UBIQUITI DETERMINES, IN ITS SOLE AND ABSOLUTE DISCRETION, THAT YOU HAVE VIOLATED THESE TERMS OR HAVE ENGAGED IN ANY CONDUCT THAT UBIQUITI BELIEVES IS IN VIOLATION OF ANY APPLICABLE LAW OR REGULATION OR IS OTHERWISE HARMFUL TO THE INTERESTS OF UBIQUITI, ANY OTHER USER OR ANY THIRD PARTY. In addition to Ubiquiti's other legal rights and remedies, any unauthorized use or copying of the software that comprises the Services or Your failure to comply with any provisions of these Terms will result in the automatic termination of these Terms without

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- c. **CONSEQUENCES OF TERMINATION; SURVIVABILITY.** Upon termination of these Terms or Your use of the Services, (i) Your Account and Your right to use the Services will automatically terminate, and (ii) You shall immediately cease using and shall destroy the software that comprises the Services and all other items in Your possession or control that are proprietary to Ubiquiti. Termination of these Terms or Your use of the Services will not affect any rights or obligations of either party accruing up to termination nor any rights or obligations which by their nature may survive termination, including, but not limited to, those set forth in Sections II(d), II(e), II(f), II(g) and V(c) and Articles III and VI-XII.

VI. Disclaimers

- a. The warranty for the Product is set forth in the [Limited Warranty](#).
- b. **DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UBIQUITI DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO ANY PRODUCT OR SERVICE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR NON-INFRINGEMENT. ANY STATEMENTS OR REPRESENTATIONS ABOUT THE SERVICES AND ITS FEATURES OR FUNCTIONALITY AND ANY COMMUNICATION WITH YOU IS FOR INFORMATION PURPOSES ONLY, AND DOES NOT CONSTITUTE A WARRANTY OR REPRESENTATION. WITHOUT LIMITING THE FOREGOING, UBIQUITI DOES NOT WARRANT THAT THE OPERATION, OUTPUT OR IMPLEMENTATION OF THE SERVICES WILL: (I) MEET YOUR REQUIREMENTS; (II) BE UNINTERRUPTED, ERROR-FREE, ACCURATE, RELIABLE OR COMPLETE; (III) BE COMPATIBLE WITH YOUR HOME NETWORK, COMPUTER OR MOBILE DEVICE; OR (IV) THAT UBIQUITI OR ANY THIRD PARTY WILL RESOLVE ANY PARTICULAR SUPPORT REQUEST OR FIX ANY ERRORS OR THAT SUCH RESOLUTION WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS.
- c. **Emergency Response; High Risk Activities.**
- i. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES, WHETHER STANDING ALONE OR WHEN INTERFACED WITH PRODUCTS OR THIRD-PARTY PRODUCTS OR SERVICES, ARE NOT CERTIFIED FOR EMERGENCY RESPONSE, AND ARE NOT A

THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM. MOBILE OR OTHER NOTIFICATIONS REGARDING THE STATUS OF THE SERVICES ARE NOT A SUBSTITUTE FOR A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM. YOU AGREE THAT YOU WILL NOT RELY ON THE SERVICES FOR EMERGENCY RESPONSE OR ANY OTHER LIFE SAFETY OR CRITICAL PURPOSES.

- ii. NONE OF THE SERVICES ARE DESIGNED, MANUFACTURED OR INTENDED FOR THE OPERATION OF NUCLEAR FACILITIES, AIR TRAFFIC CONTROL, EMERGENCY AND SAFETY SERVICES, HEALTHCARE FACILITIES, HOSPITALS, LIFE SUPPORT SYSTEMS OR ANY MISSION CRITICAL ENVIRONMENT, WHERE THE USE OR FAILURE OF THE SERVICES COULD LEAD TO DEATH, PERSONAL INJURY OR ENVIRONMENTAL DAMAGE (COLLECTIVELY, “**HIGH RISK ACTIVITIES**”). YOU AGREE THAT YOU WILL NOT USE THE SERVICES FOR ANY HIGH RISK ACTIVITIES.

- d. **Delays.** You acknowledge and agree that the Services are intended to be accessed and used for non-time-critical information and control of Products, and are subject to sporadic interruptions and failures for a variety of reasons beyond Ubiquiti’s control, including, without limitation, Wi-Fi intermittency, service provider uptime and carrier failures. You acknowledge these limitations and agree that Ubiquiti is not responsible for any damages allegedly caused by the failure or delay of the Services to reflect current status or notifications.
- e. **Data Storage.** Ubiquiti is not responsible or liable for the deletion of or failure to store or process any information or other content provided by You, including any User Submissions or Feedback, or transmitted in the course of using the Services. You are solely responsible for securing and backing up such submissions.
- f. **Versions.** You acknowledge and agree that the Services provided to You under these Terms may be in “beta”, “alpha” or test form, labelled as “early access” or “UI Labs” or otherwise not intended or completed for commercial use and may therefore contain errors, bugs or similar unstable characteristics not typical of commercially released items. Such characteristics may negatively affect the operation of previously installed software or equipment. You are advised to safeguard important data, to use caution and not to rely in any way on the correct functioning or performance of the software and accompanying materials. You acknowledge that the Services may be provided to You from time to time as a program participant solely for the purpose of providing Ubiquiti with Feedback on the Services and the identification of defects.
- g. **Third Party Products and Services.**
 - i. Certain information, products, software and services included in, sold, distributed,

displayed, or transmitted with the Services or Products may comprise third party information, products, software and services (collectively, “**Third Party Products and Services**”).

- ii. If You use any Third Party Products and Services, You agree and acknowledge that (i) Ubiquiti does not control, and has no right to control, the providers of such Third Party Products and Services (the “**Third Party Provider**”), (ii) the Third Party Products and Services are solely provided by the Third Party Providers and not by Ubiquiti, and (iii) You will not attempt to impose any liability on or seek any legal remedy from Ubiquiti with respect to the Third Party Providers or the Third Party Products and Services. Your use of the Third Party Products and Services may be subject to separate terms and conditions from the Third Party Providers. Ubiquiti does not endorse any Third Party Providers or Third Party Products and Services.
- iii. If You are a Third Party Provider, You agree and acknowledge that You shall be solely responsible for any Third Party Products and Services provided by You or Your affiliates, including all obligations related to Your tax withholding, reporting, collection and remittance requirements. You represent and warrant that (i) all information relating to the Third Party Products and Services are complete, true and correct in all respects, (ii) You, Your affiliates and Your employees, agents, and contractors who may perform any work in connection with the Third Party Products and Services, are properly and fully qualified and experienced, and licensed, certified, bonded, and insured, as required by applicable laws or regulations to which they may be subject in the jurisdiction(s) in which they offer any Third Party Products and Services, (iii) You, Your affiliates and Your employees, agents, and contractors will perform any work in connection with the Third Party Products and Services in a timely, workmanlike, and professional manner in accordance with the highest standard of Your industry, and (iv) You, Your affiliates and Your employees, agents, and contractors will not present themselves as an employee, agent or affiliate of Ubiquiti. You shall comply with all applicable laws, including any data privacy laws, in connection with any information You may receive in connection with the use of the Services and Your provision of any Third Party Products and Services. You shall indemnify, defend and hold harmless Ubiquiti and its officers, employees and agents from and against any loss or liability resulting from or arising out of any claim: (a) relating to the inaccuracy, untruthfulness, or breach of any representation, covenant or warranty by You, Your affiliates and Your employees, agents, and contractors; (b) relating to actual or alleged personal injury, property loss or damage caused by any act or omission by You, Your affiliates and Your employees, agents, and contractors; or (c) relating to any act or

omission by You, Your affiliates and Your employees, agents, and contractors in connection with the Third Party Products and Services.

- iv. If Ubiquiti facilitates any payments in connection with any Third Party Products and Services, You, as the recipient of the Third Party Products and Services or the Third Party Provider, agree and acknowledge that such payments are subject to and governed by the [Ubiquiti Services General Terms and Conditions](#), which are incorporated herein by reference.
- v. FOR THE AVOIDANCE OF DOUBT, UBIQUITI PROVIDES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ANY THIRD PARTY PRODUCTS AND SERVICES OR ANY THIRD PARTY PROVIDERS. Ubiquiti does not provide any warranty, maintenance, technical or other support for any Third Party Products and Services or their use with any Product or Service. Accordingly, Ubiquiti is not responsible for Your use of any Third Party Products and Services or any personal injury, death, property damage (including, without limitation, to Your home), or other harm or losses arising from or relating to Your use of any Third Party Products and Services.

VII. Limitation of Liability

- a. UNDER NO CIRCUMSTANCES WILL UBIQUITI OR ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, AGENTS OR LICENSORS BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY OR OTHERWISE) FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF MONEY, REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR OR YOUR AUTHORIZED USER'S USE OF THE SERVICES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE). IF, NOTWITHSTANDING THESE TERMS, UBIQUITI IS FOUND TO BE LIABLE, THE LIABILITY OF UBIQUITI AND ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, AGENTS, OR LICENSORS TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE FEES ACTUALLY PAID BY YOU TO UBIQUITI FOR THE SERVICES OR PRODUCT AT ISSUE IN THE PRIOR 12 MONTHS. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM.
- b. **Exclusions and Limitations.** Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of

the above limitations and disclaimers may not apply to You. To the extent that Ubiquiti may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Ubiquiti's liability will be the minimum permitted under such applicable law.

VIII. Indemnification. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS UBIQUITI AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, COSTS, EXPENSES AND FEES (INCLUDING REASONABLE ATTORNEYS' FEES) THAT SUCH PARTIES MAY INCUR AS A RESULT OF OR ARISING FROM A VIOLATION OF THESE TERMS BY YOU OR ANY AUTHORIZED USER'S ACCESS TO THE SERVICES. YOU AGREE NOT TO SETTLE ANY SUCH CLAIM WITHOUT UBIQUITI'S PRIOR WRITTEN CONSENT. UBIQUITI RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND IN SUCH CASE, YOU AGREE TO COOPERATE WITH UBIQUITI'S DEFENSE OF SUCH CLAIM.

IX. Dispute Resolution and Arbitration.

a. **MANDATORY ARBITRATION.** Arbitration is a form of private dispute resolution in which persons having a dispute agree to waive their right to file a lawsuit to proceed in court and to a jury trial, and instead agree to present their dispute to a neutral third party (arbitrator) for binding decision. You have the right to opt-out of this provision which means that You retain Your right to file a lawsuit; to do so, You must read carefully and follow the directions under Section (IX)(b). Unless You Opt Out of the Mandatory Arbitration, You will be understood to have agreed to the mandatory arbitration and to the provisions provided below.

i. Please read this carefully. It affects Your rights. YOU AND UBIQUITI AND ITS RESPECTIVE CORPORATE PARENTS, SUBSIDIARIES, AFFILIATES, PREDECESSORS IN INTEREST, SUCCESSORS, PERMITTED ASSIGNS, AND ANY OTHER PARTIES ON WHOSE BEHALF YOU ARE ACCESSING, DOWNLOADING OR USING THE SERVICES AGREE TO ARBITRATION (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT), AS THE EXCLUSIVE FORM OF DISPUTE RESOLUTION EXCEPT AS PROVIDED FOR BELOW, FOR ANY AND ALL DISPUTES, AS DEFINED BELOW. THE TERM "**DISPUTE**" MEANS ANY DISPUTE, CLAIM OR CONTROVERSY NOW OR IN THE FUTURE BETWEEN YOU AND UBIQUITI WHETHER BASED IN CONTRACT, STATUTE, REGULATION, ORDINANCE, TORT (INCLUDING, BUT NOT LIMITED TO, FRAUD, MISREPRESENTATION, FRAUDULENT INDUCEMENT, OR NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND INCLUDING THE VALIDITY,

ENFORCEABILITY OR SCOPE OF THIS PROVISION (WITH THE EXCEPTION OF THE ENFORCEABILITY OF THE CLASS ACTION WAIVER CLAUSE BELOW) ARISING OUT OF OR RELATING TO YOUR PURCHASE, OWNERSHIP AND/OR USE OF THE SERVICE AND/OR THE TERMS ACCOMPANYING THAT SERVICE. FOR EACH SERVICE USED, ACCESSED OR DOWNLOADED, THIS MANDATORY ARBITRATION PROVISION WOULD APPLY UNLESS YOU CHOOSE TO OPT- OUT AS DISCUSSED ABOVE.

“**Dispute**” is to be given the broadest possible meaning that will be enforced. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral, third-person arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Please visit <https://www.iccwbo.org> for more information.

- b. **How to Opt Out of Mandatory Arbitration.** Notwithstanding the above, You or Ubiquiti may choose to file a lawsuit in court rather than resolving Your Dispute by arbitration. You may opt-out of mandatory arbitration if (a) the Dispute qualifies for small claims court (there are monetary limitations for small claims court), or (b) YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU ACCEPT THESE TERMS (the “**Opt-Out Deadline**”). In order to opt out of mandatory arbitration, You need to (I) mail written notification to Ubiquiti Inc., Legal Department, 685 Third Avenue, 27th Floor, New York, New York 10017; or (II) email written notification to legal@ui.com. In either case, Your written notification must include: (1) Your name, (2) Your address, (3) a copy of Your receipt or other proof of purchase, showing the date of purchase, and (4) a clear statement that You do not wish to resolve disputes with Ubiquiti through arbitration. Your decision to opt-out of this provision will have no adverse effect on your relationship with Ubiquiti. Any opt-out request received after the Opt-Out Deadline will not be valid and You must pursue Your Dispute in arbitration or, if the dispute qualifies, in small claims court.
- c. **Pre-Arbitration Claim Resolution:** For all disputes, whether pursued in court or in mandatory arbitration, You must first give Ubiquiti written notification and forty-five (45) days to resolve the Dispute. The written notification shall include the information listed above in the preceding Section IX(b) items (1) -(3) plus (4) a written description of Your Dispute and (5) a written description of the relief You seek (“**Demand Information**”). It is to be sent to Ubiquiti Inc., Legal Department, 685 Third Avenue, 27th Floor, New York, New York 10017. If Ubiquiti does not resolve the dispute within 45 days, You may pursue Your dispute in arbitration. You may pursue Your dispute in a court only under the circumstances described above in Section IX(b), the Opt Out provision.
- d. **Arbitration Process.**

- i. *Commencing Arbitration.* A party who intends to seek arbitration must first send to the other, by a reputable courier with a tracking mechanism, a written notice of intent to arbitrate (a “**Notice**”), or, in the absence of a mailing address provided by You to Ubiquiti, then Ubiquiti can send to You by any other method available to Ubiquiti for sending such notice, including via e-mail. The Notice to Ubiquiti should be addressed to Ubiquiti Inc., Legal Department, 685 Third Avenue, 27th Floor, New York, New York 10017 (the “**Arbitration Notice Address**”). The Notice shall include the Demand Information (the “**Demand**”). THE ARBITRATION WILL BE ADMINISTERED BY THE INTERNATIONAL CENTER FOR DISPUTE RESOLUTION (“ICDR”) IN ACCORDANCE WITH THE INTERNATIONAL ARBITRATION RULES (THE “**RULES**”), AS MODIFIED HEREIN. The Rules are available at <https://www.icdr.org>. Except as otherwise set forth herein, if You are required to pay a filing fee to commence arbitration against Ubiquiti, then Ubiquiti will, within ten (10) business days of receipt of Your confirmed payment of the filing fee, reimburse You for the amount of Your confirmed payment of the filing fee that exceeds the amount of any fees You would be required to pay if the Demand were filed in federal court in the Southern District of New York.
- ii. *Arbitration Proceeding.* The arbitration will be conducted in English and a translator may be utilized as the expense of the party requiring the translation services. A single independent and impartial arbitrator with his or her primary place of business in New York, New York will be appointed pursuant to the Rules. You and Ubiquiti agree to the following rules, which are intended to streamline the dispute resolution process and reduce the costs and burdens on the parties: (a) subject to the Rules, the arbitration shall be conducted online via videoconference, telephonically and/or be solely based on written submissions-rather than requiring the personal appearance of the parties-with the specific manner to be mutually agreed upon in writing by the parties and (b) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- iii. *No Class Actions.* YOU AND UBIQUITI AGREE THAT YOU AND UBIQUITI MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, YOU AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND THAT IF THIS SPECIFIC PROVISIO IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS MANDATORY ARBITRATION

SECTION WILL BE NULL AND VOID. IF YOU CHOOSE TO PURSUE YOUR DISPUTE IN COURT BY OPTING OUT OF THIS PROVISION, AS SPECIFIED ABOVE, THIS CLASS ACTION WAIVER WILL NOT APPLY TO YOU. NEITHER YOU, NOR ANY OTHER USER OF THE PRODUCT OR SERVICES CAN BE A CLASS REPRESENTATIVE, CLASS MEMBER, OR OTHERWISE PARTICIPATE IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING WITHOUT HAVING COMPLIED WITH THE OPT-OUT REQUIREMENTS ABOVE.

- iv. *Decision of the Arbitrator.* Barring extraordinary circumstances, the arbitrator will issue his or her decision within one-hundred and twenty (120) days from the date the arbitrator is appointed. The arbitrator may extend this time limit for an additional thirty (30) days in the interests of justice upon written notice by the arbitrator to You and Ubiquiti at least twenty-one (21) days prior to the last date to issue his or her decision. Failure to adhere to this time limit shall not constitute a basis for challenging the arbitration award. All arbitration proceedings will be closed to the public and confidential, and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator will be in writing and will include a statement setting forth the reasons for the disposition of any claim. The arbitrator will apply the laws of the State of New York in conducting the arbitration. You acknowledge that these Terms and Your use of any Service evidences a transaction involving interstate commerce. The United States Federal Arbitration Act will govern the interpretation, enforcement, and proceedings pursuant to the Mandatory Arbitration clause in these Terms.
- v. *Arbitration Award.* The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against, or for the benefit of any person who is not a party to the proceeding. Such award will be final and binding on the parties, except for any right of appeal provided by the Federal Arbitration Act, and may be entered in any court having competent jurisdiction over the parties for purposes of enforcement.

e. Equitable Relief; Punitive Damages.

- i. You acknowledge that, in the event Ubiquiti or a third party breaches these Terms, the damage or harm, if any, caused to You will not entitle You to seek injunctive or other equitable relief against Ubiquiti, and Your only remedy will be for monetary damages, subject to the limitations of liability set forth in these Terms.
- ii. You and Ubiquiti agree that the arbitrator is not authorized to award punitive or other damages not measured by the prevailing party's actual damages, subject to the

limitations of liability set forth in these terms.

- f. **Jury Waiver.** You understand and agree that by failing to opt out to the Mandatory Arbitration provision in Sections IX(a)-(g), You and Ubiquiti are each waiving the right to a jury trial or a trial before a judge in public court. In the absence of this provision, You and Ubiquiti might otherwise have had a right or opportunity to bring Disputes in court, before a judge or jury and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided herein, those rights are waived.
- g. **Enforceability.** If only Section IX(d)(iii) or the entirety of Sections IX(a)-(g) are found to be unenforceable, then Sections IX(a)-(g) will be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section IX(h) and Section IX(i) will govern any action arising out of or related to these Terms.
- h. **Governing Law.** These Terms shall in all respects be governed by and interpreted under the laws of the State of New York (without regard to the conflicts of laws provisions thereof or the UN Convention on the International Sale of Goods).
- i. **Jurisdiction.** The parties agree that any judicial proceeding to resolve claims relating to these Terms or the Services will be brought in the courts of New York, county and city of Manhattan, or the U.S. District Court for the Southern District of New York, subject to the mandatory arbitration provisions in Sections IX(a)-(g). Both You and Ubiquiti consent to venue and personal jurisdiction in such courts; provided, however, that Ubiquiti reserves the right to institute proceedings against You in the courts having jurisdiction in the places where You reside, do business, have assets, or in any jurisdiction where a harm to Ubiquiti is occurring or has occurred. In any action or proceeding to enforce rights under these Terms, the prevailing party will be entitled to recover costs and attorney's fees. Notwithstanding anything herein (including the mandatory arbitration provision above in Sections IX(a)-(g)), in the event You infringe or misappropriate any of Intellectual Property Rights, Ubiquiti is entitled to seek any permanent or temporary remedies (including, without limitation, compensation for damages, ceasing of infringement act, injunctive reliefs) against You in accordance with the applicable laws of Your resident country or the jurisdiction where such infringing act has transpired.

X. Export Restrictions.

- a. You acknowledge that the Services (excluding the Sites) are of U.S. origin. You represent and warrant that You shall be solely responsible for complying with all export laws and restrictions and regulations, including but not limited to United States export regulations, such as restrictions of the Department of Commerce, the United States Department of

Treasury Office of Foreign Assets Control ("**OFAC**") or other foreign agency or authority's regulations ("**Export Laws**"). You shall not (i) export, or allow the export or re-export of, the Services (excluding the Sites) in violation of any such restrictions, laws or regulations, or available in any country in contravention of any Export Laws, or any other law, nor (ii) make the Services (excluding the Sites) available in a country for which an export license or other governmental approval is required without first obtaining all necessary licenses or other approvals. You shall obtain and bear all expenses relating to any necessary licenses and exemptions with respect to the export from the U.S. of the Services (excluding the Sites) to any location.

- b. You acknowledge that the U.S. government maintains embargoes and sanctions against certain countries, currently include the Crimea region of Ukraine, Cuba, Iran, North Korea, Sudan and Syria, which may be amended from time to time, including with respect to listed countries; and that other countries may have trade laws pertaining to import, use, export or distribution of the Services (excluding the Sites). You acknowledge that, in each case, compliance with the same is Your responsibility. You represent and warrant that You are not a person or entity listed on any United States Government list of prohibited or restricted parties.
- c. Although the Sites are accessible worldwide, the Products and Services provided or accessed through or on the Sites are not available to all persons or in all countries. If You choose to access or use the Products or Services from outside a country in which Ubiquiti supports ("**non-Target Country**"), You do so on your own initiative and You are solely responsible for complying with applicable local laws in Your country. You understand and accept that the Products or Services are not designed for use in a non-Target Country and some or all of the features of the Products or Services may not work or be appropriate for use in such a country. To the extent permissible by law, Ubiquiti accepts no responsibility or liability for any damage or loss caused by Your accessing or use of the Services or Products in a non-Target Country. You will be bound by these Terms wherever you access or use the Sites or use the Services.

XI. Digital Millennium Copyright Act

- a. If You are a copyright owner or an agent thereof and believe that any Content infringes upon Your copyrights, You may submit a notification pursuant to the Digital Millennium Copyright Act ("**DMCA**") by providing to the Ubiquiti agent in Section XI(b) with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):
 - i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

- ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
 - iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
 - iv. Information reasonably sufficient to permit the service provider to contact You, such as an address, telephone number, and, if available, an electronic mail;
 - v. A statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 - vi. A statement that the information in the notification is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- b. Ubiquiti's designated agent to receive notifications of claimed infringement is Ubiquiti Inc., Legal Department, 685 Third Avenue, 27th Floor, New York, New York 10017, legal@ui.com. You acknowledge that if You fail to comply with all of the requirements of Sections (XI)(a) and this (XI)(b), Your notice may not be valid.
- c. *Counter-Notice*. If You believe that Your Content that was removed (or to which access was disabled) is not infringing, or that You have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in Your Content, You may send a counter-notice containing the following information to the Copyright Agent:
- i. Your physical or electronic signature;
 - ii. Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
 - iii. A statement that You have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
 - iv. Your name, address, telephone number, and e-mail address, a statement that You consent to the jurisdiction of the federal courts in New York, New York, and a statement that You will accept service of process from the person who provided notification of the alleged infringement.
- d. Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

XII. Miscellaneous

- a. **Forward Looking Statements.** Some of the information on the Sites or used in connection with the Services may contain forward-looking statements regarding future events or the future financial performance of Ubiquiti. These statements are only predictions, and the actual results may differ materially from those stated or implied, due to risks and uncertainties associated with Ubiquiti's business, which include the risk factors disclosed in Ubiquiti's reports filed with the Securities and Exchange Commission on forms 10-K and 10-Q. Ubiquiti assumes no obligation to update information, whether as a result of new information, future events or otherwise.
- b. **Government Purposes.** The Services (excluding the Sites) are developed solely at private expense and is a "commercial item" consisting of "commercial computer software" and "commercial computer software documentation" within the meaning of the applicable civilian and military Federal acquisition regulations and any supplements thereto, as amended from time to time. If the user of the Services (excluding the Sites) is an agency, department, employee or other entity of the United States Government, consistent with 48 C.F.R. 227.7202-1 through 227.702-4 (JUNE 1995), the use, duplication, reproduction, release, modification, disclosure and transfer of the Services (excluding the Sites), including technical data or manuals, is governed by the terms and conditions contained in these Terms.
- c. **Assignment.** You may not assign any of Your rights or obligations under these Terms without Ubiquiti's express written consent. Ubiquiti may assign these Terms without Your consent provided that such assignment is to an affiliated company forming part of the Ubiquiti group of companies.
- d. **Waiver.** The waiver by either party of any default by the other party shall not waive subsequent defaults by such other party of the same or different kind. The failure of either party to enforce the provisions hereof, at any time or for any period of time, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option.
- e. **Severability.** If any of the provisions, either in part or in full, of these Terms is held by a court or other tribunal of competent jurisdiction to be unenforceable or invalid, such provision shall be enforced to the maximum extent possible or permissible and these Terms will be interpreted so as to give maximum effect to the original intent of the parties with respect to the unenforceable provision, and the remaining portions of these Terms shall remain in full force and effect.
- f. **Statute of Limitations.** You agree that regardless of any statute or law to the contrary, any

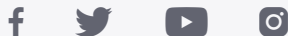
claim or cause of action arising out of or related to use of the Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

- g. **Interpretation.** As used herein, unless the context requires otherwise, the word “or” is not exclusive and the words “will,” “will not,” “shall,” and “shall not” are expressions of command and not merely expressions of future intent or expectation. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The section headings in these Terms are for convenience only and have no legal or contractual effect.
- h. **Schedules.** You will comply with these Terms and the terms, conditions, policies, guidelines, rules and other information attached as exhibits, annexes, and schedules hereto, which are incorporated herein by reference. To the extent there is a conflict between the Terms and the exhibits, annexes, or schedules, the conflict will be resolved by giving precedence in the order specified in such documents, or if not specified, the following order: the applicable exhibits, annexes or schedules and these Terms.

[Schedule 1: Speed Test Server Host](#)

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