SDK Terms of Use

Last updated on May 20, 2021

Introduction

When you use our SDK in your software, it means that we have signed the following SDK Terms of Use.

Light&Move Tech Co., Ltd, oriori Grip ball, ("Light&Move", "oriori", "we", "us") and you ("you", "Partner ") have entered into these SDK Terms of Use which are intended for the use of our Grip Ball Software Development Kit ("oriori grip ball SDK") and your development of an Application. SDK Terms of Use ("Terms of Use", "SDK Terms of Use" or "Developer Terms of Use")
from: https://www.lightmove.tech/developer.html .

Before we start

These Terms of Use does:

- only allow you to use oriori Grip ball SDK to create and distribute a oriori Grip ball application, the Application, as set out herein.

These Terms of Use does not:

- authorize you to re-sell the Service (this is something that is subject to a commercial agreement with Light&Move);
- authorize you to use Light&Move's Grip ball API;
- authorize you to sublicense, co-brand (however, subject to Section II,5), syndicate, white-label or private label the Service;
- authorize you to bundle the Service with other products;
- authorize you to do anything that could be construed as an endorsement of any product, service or person;

The Application must at all times comply with any restrictions or other terms and conditions herein.

Section I: Acceptance of Terms

. Acceptance of Terms. Using the Grip ball SDK is subject to your agreement with the Agreement. The Agreement is comprised of the following:

    . these SDK Terms of Use;
    . our terms and conditions of use for the Service (available on https://www.lightmove.tech/terms.html);
    . our privacy policy (available on https://www.lightmove.tech/privacy.html);;
    . the Documentation.

    If there is an irreconcilable conflict between the SDK Terms of Use and any other document(s) comprising the Agreement, the SDK Terms of Use shall govern.

. Acceptance of Agreement. We invite you to review, download and use our Grip ball SDK. Please note that this invitation is subject to your review of and agreement with the Agreement. You are not required to agree to the Agreement. However, if you reject the Agreement, you do not have any right to use the Grip ball SDK. If you use the Grip ball SDK, you will be deemed to have accepted the Agreement and entered into a legally binding contract with us.

. Acceptance on Behalf of an Organization. If you are developing on behalf of an organization, you agree to these Terms of Use for that organization and promise that you have authority to bind that organization to these Terms of Use. In that case, "you" and "your" will refer to that organization.

. Independent Contractors. There is no joint venture, partnership, agency, or fiduciary relationship existing between you and Light&Move, and the parties do not intend to create any such relationship by the Agreement.

Section II: Licenses and Permissions

. License to Partner. Light&Move grants to you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right during the Term (defined in the "Term, Termination and Survival" Section) to the following:

    . .Application and system. Use the Grip ball SDK to develop application and system. You have the right to market, demonstrate, distribute and grant licenses in and to the Application, as incorporated into any Partner product. For the avoidance of doubt, you are not authorized hereunder

to re-sell the Service nor commercialize the underlying Grip ball SDK. All commercialization of the Service is subject to a separate written commercial agreement with Light&Move.

- .Grip ball API. As a clarification, the API used for the Grip ball SDK, i.e. the API which you receive in Light&Move's Grip ball SDK, is authorized hereunder and you are allowed to use such API in accordance with the terms of this Agreement.
- .Light&Move Marks. Subject to Section II:5 below, use any of the Light&Move Marks solely to promote your use, and the results of your use, of the Grip ball SDK in accordance with these Terms of Use and applicable law. You agree that except for the limited license above, these Terms of Use do not grant you any rights to the Light&Move Marks and that all goodwill generated through your use of such marks is to the sole benefit of Light&Move. If you use any Light&Move Marks, you will not apply to register any trademark, trade name or other designation that is confusingly similar to the Light&Move Marks.

- .Limitation. Except as expressly granted in these Terms of Use, neither party grants the other party any intellectual property rights or other proprietary rights. As between you and Light&Move, Light&Move, its corporate affiliates, and its applicable licensors retain all intellectual property rights (including all patent, trademark, copyright, trade secret, and other proprietary rights) in and to the Grip ball SDK (including its documentation and specifications), all Light&Move websites, Light&Move Content, Light&Move Third Party Content, the Service and any derivative works thereof. Partner, its corporate affiliates, and its applicable licensors retain all intellectual property rights (including all patent, trademark, copyright, trade secret, and other proprietary rights) in and to the Application, but at all times excluding the underlying Grip ball SDK.
- .Third Party Software. The Service and Grip ball SDK may include open source software or third party software. Any such software is made available to you under the terms of the applicable licenses. You are not authorized to combine and distribute the Grip ball SDK with any third party software that results in so called copyleft.
- .License to Light&Move. You grant to Light&Move a paid-up, royalty-free, non-exclusive, worldwide, transferable, sublicensable, irrevocable right and license, under all of your intellectual property rights, to:

- .Use, perform, make available, display to the public, reproduce, distribute, likeness, or brand (which includes all of your trademarks, service marks, logos, brand names or trade names, your "Marks") to the extent it is incorporated into your application or system;
- .Link to and direct users to your application or system; and
- .Sublicense the foregoing rights to our corporate affiliates or any third parties that are working with us as development partners, hosting facilities, and in similar capacities, in order to enable them to perform their services for us.

Following the termination of this Agreement and upon written request from you, Light&Move shall use commercially reasonable efforts, as determined in its sole discretion, to remove references and links to your application or system and any of your Marks from the Light&Move website or Service. Light&Move shall have no other obligation to delete copies of, or references or links to, your application or system.

- License to Partner. Light&Move grants you a paid-up, royalty-free, non-exclusive, worldwide, transferable, sublicensable, irrevocable right and license, under all of our intellectual property rights to:

  - Use, perform, make available, display to the public, reproduce, distribute, and use our name, likeness, or brand (which includes all of Light&Move's trademarks, service marks, logos, brand names or trade names, our "Marks");
  - Link to and direct users to our Service; and
  - Sublicense the foregoing rights to your corporate affiliates or any third parties that are working with you as development partners, hosting facilities, and in similar capacities, in order to enable them to perform their services for you.

Following the termination of this Agreement and upon written request from Light&Move, you shall use commercially reasonable efforts, as determined in your sole discretion, to remove references and links to our Service and any and all of Light&Move's Marks. You shall have no other obligation to delete copies of, or references or links to, our Service.

Section III: Restrictions

. General Restrictions. You agree that you will follow the restrictions set out in this Agreement and will not encourage or facilitate others to violate these restrictions.

- . Do not use the Grip ball SDK in any manner that is not expressly authorized in this Agreement.
- . Do not use Light&Move Content for any purpose other than delivering your application or system.
- . Do not use any Light&Move Third Party Content hence such use is not authorized and approved under this Agreement.
- . Do not misuse the Grip ball SDK, including (i) modifying, editing, disassembling, decompiling, reverse-engineering, or extracting source code from the Grip ball SDK (including any client libraries), the Service, or Light&Move Content (except to the extent such restrictions are expressly prohibited by law); (ii) distributing or making copies of the Grip ball SDK or making the Grip ball SDK available to any person, except as expressly provided in these Terms of Use; or (iii) interfering, or attempting to interfere, with the proper functioning or performance of the Grip ball SDK or the Service.
- . Do not facilitate or enable unauthorized access to the Service, Light&Move third Party Content or Light&Move Content, including (i) enabling access to, or use of, the Service or Light&Move Content in violation of these Terms of Use; (ii) attempting to circumvent or render ineffective any geographical restrictions, including any IP address-based or other restrictions; or (iii) facilitating "stream ripping" or other functionalities that make it easier for users to capture or otherwise make permanent copies of Light&Move Content.
- . Do not use the Grip ball SDK, the Service, Light&Move third Party Content or Light&Move Content for any illegal or unauthorized purpose, including (i) failing to comply with applicable laws and regulations, including, without limitation, laws regarding personal data, privacy, copyright, and export controls; or (ii) misusing Light&Move Intellectual Property (defined below).
- . Do not use the Grip ball SDK, the Service or Light&Move Content in any manner to compete with Light&Move or to build products or services that compete with the Service, Light&Move Content or any other Light&Move product or service without our permission. Notwithstanding the

previous, nothing herein shall limit each Party's ability to lawfully compete under applicable anti-trust/competition legislation.

. Do not improperly access, alter or store the Service, Light&Move Third Party Content or Light&Move Content, including (i) using any robot, spider, site search/retrieval application, or other tool to retrieve, duplicate, or index any portion of the Service, Light&Move Third Party Content or Light&Move Content (which includes playlist data) or collect information about Light&Move users for any unauthorized purpose; (ii) making excessive service calls that are not strictly required for the proper functioning of your application or system via the Grip ball SDK; (iii) storing or aggregating metadata, or other Light&Move Content or Light&Move Third Party Content to create databases or any other compilation other than as strictly necessary to offer and operate your application or system; (iv) requesting, collecting, soliciting or otherwise obtaining access to sign-in names, passwords, or other authentication credentials for the Service, other than via the means specifically provided for by the Grip ball SDK and as strictly necessary to offer and operate your application or system.

. Do not transfer Light&Move Content or Light&Move Third Party Content to unauthorized third parties, including (I) directly or indirectly transferring any data (including aggregate, anonymous or derivative data) received from Light&Move to, or use such data in connection with, any ad network, ad exchange, data broker, or other advertising or monetization-related toolset, even if a user consents to such transfer or use; or (II) to another grip training service that competes with Light&Move or the Service.

. Do not use any viruses, worms, Trojan horses, or any other harmful code that could affect the Grip ball SDK, the Service, or Light&Move Content.

. Do not damage, disparage, or take other actions that would be detrimental to Light&Move, the Service, Light&Move Content, or Light&Move's content providers, corporate affiliates, and partners.

. Do not associate, imply, or otherwise suggest an endorsement, tie-in, co-branding, or promotion of any brand, service, website, product, or offering with or by (i) Light&Move, (ii) any Light&Move Content, (iii) any Light&Move Third Party Content or (iv) Light&Move's licensors-.

- Do not use the Grip ball SDK, Light&Move Content, Light&Move Third Party Content, the Service, or Light&Move Marks in any way to promote or distribute an application, product, service, website, or other offering, including any application or system: (i) that is associated with, promotes, features, encourages, facilitates, or condones (a) illegal activity or the illegal or unauthorized use or sharing of audio and/or audiovisual content; (b) any illegal, defamatory, obscene, sexually explicit, malicious, or discriminatory content; (c) violence; (d) political positions or political candidates and/or religious causes; (e) the sale or advertisement of tobacco products, ammunition, firearms, and/or pornography; or (f) content that is deceptive or fraudulent; (ii) that could be considered defamatory of third parties, obscene, malicious, or discriminatory in any way, including but not limited to on the basis of race, disability, sex, sexual orientation, or religion; (iii) that infringes any intellectual property or other right of Light&Move or any third party, including, without limitation, any right of privacy, publicity, copyright, trademark, patent, or contractual right; or (iv) that is used to harass, embarrass, harm, or improperly target any Light&Move user.

- Commercial Use Restrictions.This Agreement does not authorize you to resell, sublicense, co-brand, syndicate, white-label or private label the Service. Any and all commercialization of the Service is subject to a separate commercial agreement with Light&Move such as a reseller agreement.
- Light&Move Content and Light&Move Third Party Content Restrictions. In addition to the foregoing, you must comply with the following restrictions related to Light&Move Content and Light&Move Third Party Content.
  - Editing, Modifying, and Altering. Except as set out in this paragraph or agreed upon by Light&Move in writing, you shall not edit, modify, alter or create derivative works of Light&Move Content and Light&Move Third Party Content in any way.
  - Misleading Use. You shall not mislead Light&Move users as to the user associated with any Light&Move Content or Light&Move Third Party Content.

Section IV: Users & Data

- You agree not to circumvent any privacy features (e.g. opt outs) offered by Light&Move, you, or by third parties.
- Subject to certain restrictions, including on use and transfer, users give you permission to use their basic account information when they connect with your application or system. For all other user data obtained through use of the Grip ball SDK, you must obtain explicit consent from the user who provided the data to us before using it for any purpose other than displaying it back to the user on your application or system.
- You will not sell or purchase any Light&Move Content or Light&Move Third Party Content, including data obtained from Light&Move.
- You shall not email Light&Move users unless you obtain their explicit consent or obtain their email address and permission through means other than Light&Move. Notwithstanding the foregoing, Partner has the right to email users of the application or system.
- If we prohibit your use of the Grip ball SDK or if either party terminates this Agreement, you shall delete all Light&Move Content and Light&Move Third Party Content (including user data, etc.). If you violate these Terms of Use, we may require you to delete all such Content immediately.
- If Light&Move informs you of a Light&Move user having required rectification, erasure or restriction of processing of user data to you, you must comply with such requests. You are solely responsible for your access, use, processing, and disclosure of user data and, to the extent your processing of user data is subject to European data protection laws, you will act as and be considered the sole data controller of your processing of user data. You must have a privacy policy. Any access, use, processing, and disclosure of user data shall comply with (i) this Agreement; (ii) your end user license agreement; (iii) your privacy policy; and (iv) applicable laws and regulations.
- When distributing the application or system, Partner shall require end users to enter into an enforceable end user agreement reflecting at least the following terms:
  - not make any warranties or representations on behalf of Light&Move and expressly disclaim all implied warranties with respect to the Grip ball SDK, the Service, Light&Move Content and Light&Move Third Party Content, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement;
  - prohibit decompiling, reverse-engineering, disassembling, and otherwise reducing the Grip ball SDK, the Service,

Light&Move Content and Light&Move Third Party Content to source code or other human-perceivable form, to the full extent allowed by law.

. state that you are responsible for your products and disclaim any liability on the part of third parties (e.g., Light&Move);

. state that Light&Move is a third party beneficiary of your end user license agreement and privacy policy and is entitled to directly enforce your end user license agreement.

Section V: Access to the Grip ball SDK

. Security Codes.

  . Light&Move will provide you with one or more unique I.D.s, keys, passwords, security codes, or tokens (each a "Security Code") that you must embed in your application or system in order for it to work. The exact functionality of such Security Codes are subject to change by Light&Move.

  . You may not sell, transfer, sublicense or otherwise disclose your Security Codes (or any other Light&Move credentials that you may have access to) to any other party or use it for any other purpose except in connection with your application or system.

  . You are entirely responsible for maintaining the confidentiality of your Security Codes (or any other Light&Move credentials that you may have access to). You agree to notify Light&Move immediately if you believe that your Security Codes have been compromised and cooperate with Light&Move in the investigation of any compromised Security Codes. You are fully responsible for all activities that occur using your Security Codes, regardless of whether such activities are undertaken by you or a third party.

. Enforcement of Terms of Use. We may, at all times acting reasonably, enforce these Terms of Use against you, your application or system or Website if your application or system or Website violates this Agreement or is negatively impacting the Grip ball SDK, the Service, Light&Move Content or Light&Move Third Party Content. We will strive to notify you in advance and may, in our sole discretion, offer you the right to rectify (if possible to rectify) such violation within a set time. Enforcement can include revoking your Security Codes, disabling your application

or system, restricting your, and your application or system, access to the Grip ball SDK (including its functionality), requiring you to delete data, terminating our Agreement with you, or any other action that we deem appropriate.

. Monitoring Usage. You agree that Light&Move may collect usage data related to, the Grip ball SDK to ensure quality, improve the Service and verify your compliance with these terms. You agree not to block or interfere with such efforts. However, Light&Move may not collect any confidential or otherwise sensitive data nor may Light&Move collect any personal data (as defined in GDPR).

. Cooperation. You agree to cooperate with Light&Move in pursuing any violations of the prohibition against ripping or other capture of streamed content.

. Reporting of Non-Complying application or system. If you believe that someone is violating these Terms of Use or misusing the Grip ball SDK, please contact support@lightmove.cn.

Section VI: Miscellaneous

. Development and maintenance. Light&Move is responsible for keeping the Grip ball SDK updated and accessible for you. You are responsible for developing and maintaining the application or system.

. Licenses. The Grip ball SDK is owned by Light&Move and may include open source software as set out in the Grip ball SDK. Light&Move is solely responsible for any and all licenses and consents pertaining to the Grip ball SDK, the Service, the Light&Move Content and the Light&Move Third Party Content. You are solely responsible for any and all licenses and consents pertaining to software or hardware used by you with respect to the Application or your hardware.

. Updates. Light&Move reserves the right to modify the Grip ball SDK and to release subsequent versions of the Grip ball SDK. Should the update in any way be dependent on any actions by you, you shall take such actions within a reasonable time (however no longer than within one month) after the delivery of the updated Grip ball SDK, unless anything else is agreed upon between the parties.

. Support. In order to ensure a good customer experience, you are responsible for any support regarding the application or system (e.g. internet connection).

Section VII: Representations and Warranties, Limitation of Liability, Indemnification, Disclaimers, Release

. Representations and Warranties. In addition to any other representations, warranties and covenants made herein, the following representations and warranties and covenants are given:

. Each Party has the legal capacity to enter into these Terms of Use;
. Any and all information you provide to Light&Move is and shall be true, accurate, complete and up to date;
. You possess all authorizations, approvals, consents, licenses, permits, and other rights and permissions necessary to provide your application or system and perform your obligations hereunder;
. You own or have secured all rights necessary to copy, display, distribute, render, and communicate and make available all content (other than Light&Move Content or Light&Move Third Party Content) on or within your application or system;
. Your use of the Grip ball SDK complies with all applicable laws and regulations, including without limitation, any right of privacy, publicity, copyright, trademark, patent, trade secret or contractual right; and
. Your use of the Grip ball SDK shall not infringe any intellectual property or other rights of Light&Move or any third party, including without limitation, any right of copyright, trademark, patent, privacy, publicity, or contractual right.

. LIMITATION OF LIABILITY.
. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Light&Move, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, LICENSORS, LICENSEES, ASSIGNS OR SUCCESSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO ANY LOSS OF DATA, SERVICE INTERRUPTION, COMPUTER FAILURE, OR

PECUNIARY LOSS) ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE, Light&Move CONTENT, Light&Move THIRD PARTY CONTENT OR THE Grip ball SDK, INCLUDING ANY DAMAGES RESULTING THEREFROM, REGARDLESS OF THE FORM OF THE ACTION OR THE BASIS OF THE CLAIM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR ONLY RIGHT WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICE OR THE Grip ball SDK IS TO STOP USING THEM. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES REFERRED TO ABOVE (INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES). ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. YOU AGREE THAT Light&Move'S AGGREGATE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO FIVE HUNDRED DOLLARS ($500).

. INDEMNIFICATION. YOU SHALL INDEMNIFY AND HOLD Light&Move AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, LICENSORS, LICENSEES, ASSIGNS OR SUCCESSORS HARMLESS FROM ANY CLAIM OR DEMAND (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES AND COSTS OF INVESTIGATION) MADE BY A THIRD PARTY DUE TO OR ARISING OUT OF OR RELATED TO YOUR USE OF THE Grip ball SDK, THE SERVICE OR Light&Move CONTENT, Light&Move THIRD PARTY CONTENT OR YOUR VIOLATION OF THE TERMS OF THIS AGREEMENT OR YOUR VIOLATION OF ANY LAWS, REGULATIONS, OR THIRD PARTY RIGHTS.

. DISCLAIMERS.

. ANY USE OF THE Grip ball SDK IS AT YOUR OWN RISK. THE Grip ball SDK IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, AS TO THE Grip ball SDK, THE SERVICE, Light&Move THIRD PARTY CONTENT OR Light&Move CONTENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR IN WRITING,

OBTAINED BY YOU FROM Light&Move SHALL CREATE ANY WARRANTY ON BEHALF OF Light&Move IN THIS REGARD.

. Light&Move EXPRESSLY DISCLAIMS ANY WARRANTY THAT: (I) THE Grip ball SDK, THE SERVICE, Light&Move THIRD PARTY CONTENT OR Light&Move CONTENT WILL MEET ALL OF YOUR REQUIREMENTS; (II) THE OPERATION OF THE Grip ball SDK, THE SERVICE OR THE Light&Move CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (III) THE Grip ball SDK, THE SERVICE OR Light&Move CONTENT WILL PROVIDE RESULTS THAT ARE ACCURATE OR RELIABLE OR CONSISTENT WITH YOUR EXPECTATIONS.

. FURTHER, Light&Move HAS NO OBLIGATION TO PROVIDE YOU OR ANY USERS OF YOUR PLAYER WITH SOFTWARE UPGRADES, ENHANCEMENTS, OR MODIFICATIONS TO THE Grip ball SDK OR THE SERVICE.

. Release. The parties agree that any claim arising out of or related to the Grip ball SDK, the Service, Light&Move Third Party Content or Light&Move Content or the application or systemr or otherwise arising out of the Terms of Use must be brought within two years after the claim accrues. Otherwise such claim is permanently barred.

Section VIII: Other Legal Terms

. Entire Agreement. This Agreement constitute the entire agreement between you and Light&Move with respect to the subject matter hereof and supersede any prior agreements, whether oral or written, concerning the subject matter of these Terms of Use. Any and all use of the Service shall be subject to Light&Move's General Terms and Conditions.

. Changes to the Agreement. We may revise this Agreement from time to time and the most current version will always be posted on our website, so please check it regularly. If a revision is material we will notify you (for example via our developer site or by email). By continuing to access or use the Grip ball SDK after revisions become effective, you agree to be bound by the revised Agreement. If you do not agree to the new terms, you must terminate this Agreement, stop using the Grip ball SDK, delete all Light&Move Content and Light&Move third Party Content and

cease all operation, promotion, distribution and support of all your products and services that rely on the Grip ball SDK.

. Non-exclusive Agreement and Competition.

. These Terms of Use are a non-exclusive agreement. Please understand that Light&Move and/or other third parties (including other developers) may be developing and may develop products and services that may be similar to or competitive with your application or system, website or other products or services provided by you. Nothing in these Terms of Use shall in any way restrict or preclude Light&Move and/or such third parties from creating and fully exploiting such products, services or other business activities without any obligation to each other.

. If you provide Light&Move with any feedback with respect to the Grip ball SDK (including suggestions, comments, improvements, ideas, etc.), you assign all right, title and interest in and to such feedback to Light&Move and acknowledge that we will be entitled to use, implement and exploit any such feedback in any manner without restriction, and without any obligation of confidentiality, attribution, accounting or compensation.

. Assignment. You may not assign any of your rights or delegate any of your duties under this Agreement, in whole or in part, to any person or entity. Light&Move may assign, delegate or novate this Agreement or any part thereof to any third party without restrictions.

. Intellectual Property.

. Light&Move respects intellectual property rights, and expects you to do the same. The Grip ball SDK, the Service, Light&Move Content, Light&Move Third Party Content and any Light&Move Marks (our "Intellectual Property") are the property of Light&Move or Light&Move's licensors and protected by intellectual property rights. You do not have the right to use the Intellectual Property in any manner not covered by this Agreement.

. Nothing in this Agreement shall be construed to convey, and by virtue of this Agreement you shall not acquire, any ownership interest in the Intellectual Property.

. You agree not to attempt to use or register any trademark or domain name that includes the word "Light&Move", any other Light&Move trademark, or any name that is confusingly similar to any of them.

- You will not contest, or assist others in contesting, the validity, enforceability, ownership, or title of any Intellectual Property.
- Further, you may not remove or alter any copyright, trademark, or other intellectual property notice contained in or provided through Light&Move's Intellectual Property.
- The application or system and your Marks are the property of you or your licensors and protected by intellectual property rights. We do not have the right to use such intellectual property in any manner not covered by this Agreement. Nothing in this Agreement shall be construed to convey, and by virtue of this Agreement we shall not acquire, any ownership interest in your intellectual property.

- Confidentiality. In connection with this Agreement and the parties' interactions with one another, a party (receiving party) may be given access to certain non-public information, software, specifications, or code ("Confidential Information"), which is confidential and proprietary to the other party (disclosing party). The receiving party may use the Confidential Information of the disclosing party only as necessary in exercising such rights as are granted in these Terms of Use. The receiving party may not disclose any of this Confidential Information to any third party without the disclosing party's prior written consent. The receiving party further agrees that it will protect the Confidential Information of the disclosing party from any unauthorized use, access, or disclosure with no less than a reasonable degree of care than its own confidential information.
- Publicity. You may not suggest a partnership with, sponsorship by, or endorsement by Light&Move without Light&Move's prior written approval. Each Party permits the other party to make public statements about your use of the Grip ball SDK and the cooperation hereunder at any time subject to the other party's approval of such message, not to be unreasonably withheld or delayed.
- Term, Termination and Survival. This Agreement begins on either (i) the date you demonstrate your acceptance of the Terms of Use or (ii) when you first use the Grip ball SDK and shall continue until terminated (the "Term") as permitted under these Terms of Use.

  - Compliance with the provisions of the Agreement is very important. Any licenses contained in these Terms of Use will terminate automatically and without notice if you fail to comply with them.

- We reserve the right to modify, suspend or discontinue the Grip ball SDK and/or the Service, or to terminate your ability to use the Grip ball SDK, at any time prior to or after your development of a application or system, without notice, for any reason or for no reason, without any liability to you or any users.
- We may terminate these Terms of Use by notice to you of termination or by terminating your ability to use the Grip ball SDK. You may terminate these Terms of Use by ceasing all use of the Grip ball SDK and notifying us.
- Upon any termination or notice of any discontinuance, you must immediately cease and desist from using the Grip ball SDK and delete all Light&Move Content and Light&Move Third Party Content obtained through use of the Grip ball SDK (including, without limitation, from your servers).

- Severability. Should for any reason, or to any extent, any provision of these Terms of Use be held invalid or unenforceable, such invalidity or enforceability shall not affect or render invalid or unenforceable the remaining provisions of these Terms of Use and the application of that provision shall be enforced to the extent permitted by law.
- Governing Law and Venue. This Agreement shall be governed by the substantive law of China. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the China Internationl Commercial Court (the "CICC"). The Rules for Expedited Arbitrations shall apply, unless the CICC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. The arbitration proceedings shall be held in ShenZhen, China. The language of the proceedings, documentation and the award shall be English or Chinese, unless anything else is agreed upon between the parties in writing. The Parties undertake and agree that arbitral proceedings pursuant to this Agreement shall be kept strictly confidential, and all information disclosed in the course of such proceedings, as well as the contents of any decision or award made, shall constitute confidential information.
- No Waiver. The failure or delay by Light&Move to exercise or enforce any right or provision of these Terms of Use or rights under applicable law shall not constitute a waiver of any such provisions or rights.