

Terms of Use

Last Updated: Nov. 4, 2021

Reminders

Welcome you to visit Tuya websites. Please read and accept these Terms of Use with Tuya before you use our products and services.

These Terms of Use, together with the Privacy Policy, Legal Statement (collectively, this “Agreement”), contain terms and conditions that govern your access to and use of Tuya’s websites and services and is a binding agreement between the applicable Tuya

Contracting Party specified in section 1.3 below (“Tuya,” “we,” “us,” or “our”) and you or the entity you represent (“you” or “your”).

You are supposed to read carefully and understand this Agreement before completing the registration procedure or using Tuya websites or services in any way. By accessing or using any of Tuya’s platform, websites or services, you acknowledge and agree that you have read, understood, and agreed to be bound by this Agreement (defined below). If you do not accept this Agreement or any provision herein, you shall not proceed to the next step or shall stop the registration procedure.

[Prudent Reading] Tuya reminds you again to carefully read and fully understand each provision, especially the provisions related to responsibility restriction or exemption.

Restrictive terms or exceptions will be bold or highlighted in other forms to catch your attention.

Your acceptance of this Agreement will be considered as the voluntary acceptance of all the terms, including any revision of this Agreement made by Tuya at any time. The terms of

this Agreement may be changed by Tuya at any time, and the changed agreement, if published, will replace the original agreement without prior notice. You shall periodically check this Agreement on the website of Tuya for any modification. If you do not accept any changed provision, you should immediately stop using the services provided by Tuya. If you continue using such services, you will be deemed to have accepted the revised agreement. If you are under 18 years old, you should read this Agreement under the guidance of statutory guardian.

I. Contract Subject and Scope of Agreement

1.1. This Agreement governs your use of Tuya's website and services (including browsing of information on web page, account registration and other services). Tuya websites include those with the domain names of www.tuya.com, global.tuya.com, iot.tuya.com, en.tuya.com, developer.tuya.com, and Tuya client applications (e.g., mobile App).

If you enter into this Agreement on behalf of an entity, you represent and warrant that you have the power and authority to do so and to bind the entity to the terms and conditions of this Agreement.

1.2. If you intend to use or purchase a specific service on the Tuya website, you may also be asked to confirm relevant provisions for such specific service. You shall carefully read and fully understand the relevant provisions and choose to accept or not to accept such provisions.

1.3 The Tuya Contracting Party that you are contracting with in connection with your purchase or subscription of any Tuya service is:

- a) Hangzhou Tuya Information Technology Co., Ltd., if you are a resident in or have indicated, at the time of registration of your account, that your country or region of residence is any jurisdiction in China Mainland or any other country or region other than the United States of America, Europe, or India;
- b) Tuya Global Inc. if you are a resident in or have indicated that, at the time of your account registration, your country or region of residence is in the United States of America;
- c) Tuya GmbH, if you are a resident in or have indicated that, at the time of your account registration, your country or region of residence is the United Kingdom, Switzerland, any member state within the European Economic Area, or any other jurisdiction in Europe but outside the European Economic Area;
- d) Tuyasmart (India) Private Limited, if you are a resident in or have indicated that, at the time of your account registration, your country or region of residence is India.

II. Registration, Use and Security of Account

2.1. Qualification

2.1.1. You acknowledge that, when you complete the registration procedure or use the website services in other ways permitted by Tuya, you shall be a natural person, a legal person or other organization with full capacity for civil right and civil conduct specified by the laws of your country or region of residence (hereinafter referred to as “you”).

2.1.2. If you are a person without capacity of civil conduct or a person with limited capacity for civil conduct, you do not have the above qualifications, and you and your guardian shall

be responsible for all the consequences resulting from your improper registration behavior in accordance with the provisions of laws.

2.1.3. You shall ensure that you are not subject to the trade restrictions, sanctions or other restrictions of laws and rules imposed by any country, international organization or region, otherwise you may be unable to register or use the services of Tuya.

2.2. Account Registration

2.2.1. Upon filling in the information according to the prompt on registration page, reading and accepting this Agreement, and completing the whole registration procedure, you may obtain a Tuya account and become a user of Tuya.

2.2.2. Account name set or confirmed by you during the registration (hereinafter referred to as “account name”) and your password will constitute your account after the successful registration (account name and password are together referred to as “account”).

2.2.3. Your account name shall not violate the national laws and regulations as well as the management practices of Tuya or shall not easily lead to the confusion between identity of you and Tuya, otherwise your account may not be successfully registered or Tuya has the right to close your account with prior notice.

2.2.4. You shall accurately provide and timely update your account information according to the laws and regulations or the prompt on relevant page, to make the account information real, timely, complete and accurate. If your information is incorrect, false, outdated or incomplete, Tuya may send you a notice of inquiry and/or correction request, and you shall provide or update relevant information according to the requirements of Tuya. If your information is false, outdated, incomplete or inaccurate, you shall be responsible for

the consequences and losses resulting from your failure to use the Tuya account (the account cannot be registered, the account is frozen or closed, or the recertification fails until we terminate or suspend your access to part or all of the Services) or those resulting from the use of account.

2.2.5. For provisioning of certain products or services, Tuya may ask you to provide further identify information for further identity authentication or qualification, and you may use such products or services only after your account passes the authentication or qualification.

2.2.6. In general, your account is the unique identification for all the activities on the Tuya website. Unless otherwise agreed, each Tuya account may be used to carry out independent activities on the website. In the following cases, Tuya, however, has right to carry out unified treatment on multiple Tuya accounts owned by one legal subject and/or associated legal subject at its discretion. For example, according to the associated information provided during registration, login and use of different accounts, Tuya may determine that these accounts are owned by the same user. Examples of associated information: The same identity number, phone number, payment ID, equipment, address, etc.

2.2.7. You shall be fully responsible for the authenticity, legality and validity of your registration information; you may not pretend to be others or publish any information in other's name; and you may not maliciously use the registered account leading to the misrecognition by other users, otherwise Tuya has the right to immediately suspend the provision of services and you shall bear all the resulting legal responsibilities alone.

You must use the website as well as the products, programs and services of Tuya in a legal manner, and must be responsible for all the actions that take place under your own account, including any content that you publish and any resulting consequence. You shall use the contents at your discretion and shall assume all the risks resulting from the use of such contents, including the risks resulting from dependence on the accuracy, integrity or practicability of such contents. Tuya cannot and will not undertake any responsibility for any loss or damage resulting from the user's behavior.

2.3. Use and Security of Account

2.3.1. You have the right to use your account to enter the website of Tuya and use other services provided by Tuya.

2.3.2. Tuya may inform you of the service progress and remind you to proceed to the next step by email, website message, short message, telephone or other means. In the process of service, you shall timely login your Tuya account to check and complete the trading operations.

2.3.3. One Tuya account may only apply to the unique legal subject. Unless expressly stipulated in laws, judged by judicial department or agreed by Tuya, your Tuya account may not be transferred to, granted to or inherited by others in any way.

2.3.4. Your account name and password shall be set and kept by yourself, and you shall keep your account name and password confidential. You shall correctly exit from the website at the end of each on-line period. Given that there is any damage or negative effects due to disclosure of account information by yourself, or any attack, fraud or other

actions, Tuya will not take the responsibilities and you shall claim compensations for infringement acts through judicial, administrative and other relief approaches.

2.3.5. You shall be responsible for all behavioral outcomes (including, but not limited to, online signing of various types of agreements, posting of information, purchase of products and services, development, disclosure of information, etc.) under your account.

2.3.6. If others are found to use your Tuya account and password without the authorization, you shall immediately inform Tuya; Tuya will assist you to freeze your account, change the password or complete other security settings; and you understand that Tuya will need a reasonable time to take the action for your request, and Tuya is not responsible for any consequence existing before Tuya takes the action or any consequence attributed to you (including but not limited to your any loss).

2.3.7. Tuya will also take reasonable technical measures at the server side of website to guarantee the security of account.

III. Freezing, Cancellation and Appeal of Account

3.1. Freezing of Account

Your Tuya account (including all or partial authorities or functions) may be frozen (e.g. the Tuya account may be restricted in the transfer-out of funds), and Tuya will inform you by email, website message, short message, telephone or other means if:

3.1.1. Based on the demands for operation of Tuya website or services and for transaction security, you have damaged or may damage or attempt to damage the fair transaction environment or regular transaction order of Tuya or its Affiliate; or any use of your account includes the name or brand of Tuya or its Affiliate and is suspected to mislead others; or

any specific Chinese and English characters (in full or short), figures or domain names are used to indicate or reflect a relationship with Tuya or its Affiliate;

3.1.2. You violate this Agreement, relevant rules and practices of Tuya website (such as transaction rules and management practices), service instructions or other service agreements/provisions;

3.1.3. You violate the national laws, regulations, policies and legal instruments;

3.1.4. You are subject to the complaint from other person for which this person has provided relevant evidence, but you fail to provide the evidence to the contrary according to our requirements;

3.1.5. Any exception of your account in operation, income or exchange is identified by Tuya through reasonable analysis;

3.1.6. Freezing is required by the national competent authority;

3.1.7. Tuya reasonably determines that your other behaviors have the same nature as the above behaviors or have the similar risks to the above behaviors.

3.2. Cancellation of Account

3.2.1. If any circumstance as mentioned in Clause 3.1 occurs and such circumstance is serious, or based on the requirements of national competent authority, your Tuya account (including all or partial authorities or functions) will be canceled, and Tuya will inform you by email, website message, short message, telephone or other means.

3.2.2. You understand and agree that if you have not entered the website of Tuya with your account for 12 consecutive months and all the services under your account are expired,

Tuya has the right to cancel your account, and in this case, you are unable to enter the website.

3.3. Appeal

In case of freezing or cancellation of account as mentioned above, you shall pay attention to such freezing or cancellation in time, and carry out subsequent operations such as appeal according to the procedure:

3.3.1. If you apply to Tuya for release of the above freezing or cancellation through the appeal procedure, for the security of your account, you shall provide accurate identity certificates and relevant data as well as other information or documents as required by Tuya for review. You shall fully understand that your appeal may not be certainly allowed, and Tuya has the right to decide whether to accept your appeal.

3.3.2. You understand and agree that if you refuse to provide accurate identity certificates and relevant data, or your appeal fails to pass the review of Tuya, Tuya has the right to freeze such account and restrict partial or all the functions of such account for a long time.

IV. Website Services and Practices

4.1 You are entitled to the Internet technology services and information services provided by Tuya through the website. You shall also take the responsibility of timely payment and service management according to this Agreement and relevant provisions confirmed when purchasing the specific services.

4.2. During the use of Tuya's services, you shall ensure that:

4.2.1. You will use the services of Tuya according to the national and local laws and regulations, industry practices and social public morality, and will not store, publish or spread the following information and contents through the use of such services:

- (i) Any content (information) in violation of national laws, regulations and policies;
- (ii) Political propaganda and/or news information in violation of national regulations;
- (iii) Information related to state secret and/or security;
- (iv) Information propagating feudalistic superstition and/or obscenity, pornography or indecency or information abetting the crime;
- (v) Information of lottery and gambling games, or information in violation of national ethnic and religious policies;
- (vi) Information impairing the operation security of Internet;
- (vii) Information infringing other's legitimate rights and interests and/or other information or content impairing the social order, social security or public morality;
- (viii) In addition, you shall promise not to offer any convenience for other's publication of the above information and content in violation of national regulations and/or such information and content as agreed in this Agreement, including but not limited to setting of URL or BANNER link.

4.2.2. Any behavior breaking or attempting to break the network security will not occur, including use of technical or other measures to destroy or disturb the website of Tuya or other users;

4.2.3. You will use the services of Tuya website according to this Agreement;

If you violate the above guarantees, Tuya has the right to delete information, or suspend or terminate the service according to this Agreement, and also has the right to freeze or cancel partial or all the functions of your account.

4.3 For some of the services involved in this website, it is necessary for you to sign separate agreements with Tuya, and you must fulfill all your obligations strictly in accordance with the signed agreements, otherwise you will no longer be able to enjoy the services and products provided by Tuya.

4.4 Order / Request

4.4.1 When placing an order / submitting a request, you shall carefully confirm the information of products/services to be purchased, such as description, price, quantity, model, specification, size, contact address, phone and consignee. If you are not the consignee, the consignee's behavior and intention will be deemed as your behavior and intention, and you shall undertake all legal liabilities for the consignee's behavior and intention.

4.4.2 You understand and agree that: the prices and other sales information of products and services displayed on the Tuya websites are only an invitation for offer. When placing an order, you must fill in the quantity of the products and services you wish to purchase, price, payment method, consignee, contact information, shipping address and other information. The order generated by the system is only the contract offer you send to Tuya. A contractual relationship for the product can only be deemed to be established between Tuya and you when the product in your order is actually delivered directly to you. Due to the individuation, differentiation, and other particularity of the software, technology, and

other services, if the services cannot be implemented or cannot be provided for special reasons when you are submitting work order/ order to Tuya for purchasing software and technical services, Tuya can notify you to cancel the order (you may cancel the order).

4.4.3 You promise to comply with the export control laws and regulations of the United Nations, China, the United States of American and other countries applicable to this agreement. You promise not to use the products or services provided by Tuya for purposes prohibited by applicable export control laws and regulations. Without the permission of the relevant competent authority, you and other individuals or entities authorized by you to use Tuya products or services will not provide controlled technology, software or services to entities or individuals prohibited by applicable export control laws and regulations through Tuya products or services. If you are working on behalf of a restricted entities regulated by the above-mentioned government that refuses or restricts to trade, you cannot or shall stop using Tuya's services and products by yourself.

4.4.4 If Tuya has reason to believe that any of your behaviors violate applicable export control laws and regulations, Tuya may notify you of such situations at its sole discretion, and may take any appropriate and necessary actions against you based on the situation, including but not limited to requesting you to delete any illegal content, disable or suspend your right to use Tuya's products, restrict your access to the You promise and guarantee that all actions on the Tuya website comply with the country and applicable relevant laws and regulations as well as the policies and rules of the Tuya website.

4.4.5 You promise that the End Use of Tuya's products or services is Civil End Use, and that the above-mentioned products or services will not be directly or indirectly used for

nuclear, chemical and biological weapons, missiles, weapons of mass destruction, terrorism and other military End Use.

4.4.6 You promise and ensure that all behaviors on the Tuya website comply with the applicable laws and regulations as well as the policies and rules of the Tuya website. At the same time, your use of Tuya website for development is your independent behaviors, and you should take full responsibility to your own development behavior and development results (Including but not limited to the safety of the development results), Tuya does not assume any responsibility for this. If Tuya suffers losses or damages result from your behaviors, you shall compensate fully to Tuya according to law. If Tuya finds you any improper, illegal, criminal behavior or behavioral tendency or suspicion, Tuya is entitled to immediately stop the service and conduct an investigation to you.

V. Privacy and Personal Information Protection

Your trust is very important to Tuya, and Tuya understands the importance of user information security. Tuya will take security protection measures in accordance with laws and regulations to protect your information. Refer to [Tuya Privacy Policy](#) for details. You promise that you have established a data and privacy security compliance system, comply with applicable national and regional data privacy laws and regulations, and take full responsibility for any violations of applicable data privacy laws and regulations. You agree that Tuya will properly use the processed user data and statistical data in accordance with this agreement to improve and provide better platform services.

VI. Intellectual Property

6.1. We respect the intellectual property, and will not use, modify, duplicate, disclose, alter, spread, issue or publish your achievements of intellectual property without your consent.

6.2. If any organization or individual considers that any content on the Tuya website (such as reprinted articles and product information published by the service provider) may infringe any of its legitimate rights and interests, such organization or individual may send a written right notice to Tuya at service@tuya.com, and Tuya will address such issue as soon as possible after receiving the qualified notice from the holder of intellectual property rights.

6.3. Unless otherwise stated, Tuya and its Affiliate own the intellectual property right for the logo of Tuya website, “涂鸦”, “涂鸦智能”, “tuya”, “Tuya”, “Tuya Smart”, and other texts, graphics and their combinations, as well as other identification, symbols, names of Tuya services and technical files on the Tuya website.

6.4. You shall respect the intellectual property rights and other legitimate rights/interests of Tuya and third parties, and ensure to indemnify Tuya and its employees, investors and partners from any impact or loss due to illegal events infringing the above rights and interests. Tuya reserves the right to terminate the services and refuse to refund if you infringe the legitimate rights/interests of Tuya and/or third parties. You understand that the provision of products and services by Tuya does not mean the transfer of any Tuya intellectual property rights.

For further information, please refer to the legal statement in [Legal Statement](#).

VII. Confidentiality

Tuya promises to keep the information which is provided or informed during your registration of account or use of Tuya services confidential, and will not disclose your information to any third party, unless:

7.1. The information may be provided according to this Agreement or other service agreements, contracts or on-line terms signed between you and Tuya;

7.2. The information shall be provided according to the laws and regulations or the requirements of administrative, judicial or other competent authorities;

7.3. Such confidential information has been disclosed to the public or can be obtained from the public domain without prejudice to the liability agreed hereunder.

VIII. Scope and Limitation of liability

8.1. You understand and agree that you shall undertake the claims of any third party resulting from your use of services, violation of this Agreement or any action which takes place under your account. If any third party makes a claim with Tuya or its Affiliate, employees, customers or partners for this reason, you shall undertake and indemnify Tuya and its Affiliate for all the losses and liabilities incurred therefrom.

8.2. To the extent permitted by applicable laws, Tuya bears no liability for any indirect, punitive, special or derived loss associated with or arising from this Agreement.

8.3. Tuya hereby reminds that during the use of Tuya services, you shall abide by the laws of the People's Republic of China, shall not endanger the security of the Internet, and shall not use Tuya services to engage in activities that infringe others' reputation, privacy, intellectual property or other legitimate rights and interests. Tuya assumes no responsibility for your illegal act or default during the use of Tuya services.

8.4. If the users of Tuya intend to upload, provide or publish relevant information (including but not limited to username, company name, contact person and information, related pictures and news) on the forum, community and service market of Tuya website, the users shall provide such information by themselves, and shall be fully responsible for the information they provide according to the law.

8.5. If you obtain any product or service from third party through the use of Tuya website (e.g. the service provider in the Tuya service market provides you services through the Tuya platform), the service provider will be responsible for the services provided for you, and Tuya assume no responsibility for such third-party services.

8.6. In some cases, Tuya may present its reference code or software so that you can use the services of Tuya in more convenient manner. If the software is the open-source software of third party, you shall follow relevant instructions for such software. According to the instructions on relevant page, you may be allowed for relevant operations such as downloading and secondary development of software. You shall understand and promise that the intellectual property of such code is owned by Tuya, and you shall clearly indicate the holder of intellectual property during the use of code. In addition, Tuya assumes no responsibility for your use of such code and software as well as any job or consequence resulting therefrom.

IX.. Liabilities for Breach of Contract

9.1. If one of the following situations occurs, you are deemed to be in breach of contract:

- (1) You are violating relevant laws and regulations when using Tuya platform services;
- (2) You are violating this agreement or the supplemental agreement of this agreement.

9.2. If there is a loss to Tuya and/or related companies (including, but not limited to direct economic loss of their own, loss of goodwill and compensation paid to a third party, reconciliation payment, lawyer fees, and litigation fees, and other indirect losses) due to your behavior, you shall indemnify Tuya and/or the related company from all the above losses.

X. Force Majeure and Accident

If the website of Tuya may not normally operate due to the following force majeure events or accidents, Tuya is not liable for damages:

10.1. Force majeure factors such as natural disaster, strike, riot, war, act of government, judicial and administrative order;

10.2. Due to the special nature of the Internet, the force majeure under this agreement shall also include but is not limited to the following situations that affect the normal operation of the Internet: such as hacker attacks; virus attacks; network failures, bandwidth, domain name resolution failures; power supply failures, communication network failures or technology Provider's service delays, service barriers and other third-party factors; and any other events similar to the foregoing or that may have similar consequences.

10.3. Short-time system maintenance of Tuya with prior announcement or notice.

XI. Applicable Laws and Jurisdiction

The validity, interpretation, modification, execution and dispute settlement of this Agreement are subject to laws of the People's Republic of China. Any dispute arising from this Agreement shall be settled by both parties through friendly negotiation. If such negotiation fails, the parties may file lawsuits to the people's court at the place where this

agreement is signed. The Agreement is signed in Xihu District, Hangzhou City, Zhejiang Province, People's Republic of China.

11.1 If you are concluding this Agreement with Hangzhou Tuya Information Technology Co., Ltd., you agree that the establishment, jurisdiction, and interpretation of this Agreement shall be governed by the laws of the People's Republic of China. You agree that this Agreement is signed in Xihu District, Hangzhou City, Zhejiang Province, P.R. China. Any and all disputes, compensation claims, and causes of action arising out of or in relation to performing this Agreement or receiving Tuya Services under this Agreement shall be resolved in the court with jurisdiction over the place where this Agreement is signed.

11.2 If you are concluding this Agreement with the other Tuya Contracting Parties., you agree that the establishment, jurisdiction, and interpretation of this Agreement shall be governed by the laws of Hong Kong (China), you agree that any and all disputes, compensation claims, and causes of action arising out of or in relation to performing of this Agreement or receiving Tuya Services under this Agreement shall be submitted to the courts in Hong Kong (China) for litigation in the English language, without applying the United Nations Convention on contracts for the International Sale of Goods.

XII. Service of Notice

12.1. You understand and agree that: Tuya may send you notices in one or more of notification ways such as web bulletin, e-mail, website message, text message, telephone call, system message, and instant message, and Tuya can count on the completeness, accuracy, and current validity of your contact information; the above notices are deemed to have been delivered upon successful delivery.

12.2. Unless a notification way is otherwise agreed in the Terms of Service or specified in the agreement signed between Tuya and you, the notice you send to Tuya shall be serviced based on the communications address, fax number, e-mail address and other contact information officially published by Tuya.

XIII. Update and Termination of Terms

13.1. Tuya has the right to modify this Agreement and relevant service rules. If you continue to use the services after the modification of this Agreement, you will be deemed to have fully read, understood and accepted the contents as revised, and will also abide by such revised terms.

13.2. If your account is canceled, or your website services are terminated by mutual agreement, this Agreement will be terminated.

XIV. Miscellaneous

14.1. The Service Terms consist of the contents hereof, rules and practices presented on relevant website page, service instructions (including operation files) and other terms/conditions confirmed by you. Both Tuya and you shall be subject to this Agreement, and relevant nouns herein may be subject to cross reference and interpretation.

14.2. The section headings herein are set only for convenience, and do not have the force of law or contract.

14.3. If any provision herein is deemed as abolished, invalid or unenforceable, such provision shall be considered as severable, and shall not affect the validity and enforceability of this Agreement and other provisions.

14.4. Tuya has the right to transfer all or part of its rights and obligations for service to its Affiliate by announcement at its official website (www.tuya.com), website notice or email.

14.5. Unless otherwise agreed, for provision of professional services, Tuya may also commission its Affiliate or other legal subject to provide you one or more specific services on the Tuya website. In this case, you may conclude relevant terms or conditions with the above company, and you shall carefully read and understand such terms and conditions before choosing to accept them or not.

14.6. Terms hereunder for confidentiality, intellectual property, applicable laws and jurisdiction and other terms supposed to survive in nature (e.g. guarantee on authenticity of registration information) shall not be invalid due to the termination of this Agreement.

XV. How to Contact Us

You have any questions and comments about this Agreement, or you have any questions or comments about the practice and operation of Tuya, you can contact us through request, or customer service telephone (1-844-672-5646).