

甲光通信云网站服务条款

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前言

欢迎访问甲光通信云网站并使用我们提供的产品和服务。

在完成注册程序或以任何方式使用甲光通信云网站服务前，请您务必仔细阅读并透彻理解本甲光通信云网站服务条款(以下或简称“服务条款”)，在确认充分理解后选择接受或不接受本服务条款；一旦您完成“同意条款并注册”或开始以其他方式使用甲光通信云网站服务，即表明您已阅读并同意受本服务条款的约束。如您不同意本服务条款或其中任何条款约定，您应不再进行下一步或停止注册程序。

甲光通信云网站再次提示您审慎阅读、充分理解各条款内容，特别是限制或免除责任的相应条款，限制或免除责任条款将以加粗或其他醒目形式提示您注意。

如果您未满 18 周岁，请在法定监护人的陪同下阅读本服务条款。

一、 签约主体以及协议范围

1.1. 甲光通信云网站服务条款是您与上海甲光通信技术有限公司(“甲光通信云网站”或者“我们”)就使用甲光通信云网站服务(包含为您提供网站页面信息浏览、 账户注册服务等)而订立的有效合约。 甲光通信云网站包含域名为 www.IoT-OTDR.com 的网站以及甲光通信云网站客户端,如 APP。

1.2. **如您使用或购买甲光通信云网站上某一具体云服务，您可仍需确认具体服务对应的服务条款；请您审慎阅读、充分理解各条款内容，选择接受或不接受该服务条款。**

二、 账户的注册、使用与安全

2.1. 注册的资格

2.1.1. 您确认，在您完成注册程序或以其他甲光通信云网站允许的方式实际使用本服务时，您应当是具备完全民事行为能力能力和完全民事行为能力自然人、法人或其他组织(以下或简称为“您”)。

2.1.2. **若您是未成年人或限制民事行为能力人，则您不具备前述主体资格，您及您的监护人应承担因您的不当注册行为而导致的一切后果。**

2.1.3. **您还需确保您不是任何国家、国际组织或者地域实施的贸易限制、制裁或其他法律、规则限制的对象，否则您可能无法正常注册及使用甲光通信云网站服务。**

2.2. 账户注册

2.2.1. 当您按照注册页面提示填写信息、阅读并同意本服务条款且完成全部注册程序后，您可获得甲光通信云网站账户并成为甲光通信云网站的用户。

2.2.2. 您在注册时候设置或确认的账户名(“账户名称”)及您设置的密码，将在注册成功后成为您的账户(账户名称及密码合称“账户”)。

2.2.3. **您设置的账户名不得违反国家法律法规、甲光通信云网站的管理规范或容易引起您与甲光通信云网站身份的混淆，否则您的账户可能不能注册成功或甲光通信云网站有权经通知您后予以注销。**

2.2.4. 您应当按照法律法规要求或按相应页面的提示，准确提供并及时更新您的账户信息，以使之真实、及时、完整和准确。如您提供的资料错误、不实、过时或不完整的，甲光通信云网站可以向您发出询问及/或要求改正的通知，您应按照甲光通信云网站的要求配合提供或者更新相关资料。**因您填写的信息、资料不真实、不及时、不完整或不准确的，您应承担您不能使用甲光通信云网站账户(不能注册成功、或账户被冻结、注销)或您在使用过程中的后果和损失。**

2.2.5. 甲光通信云网站可能会就某些产品或服务的开通，要求您提供更多的身份资料和信息，做进一步的身份认证或资格验证，您的账户只有在通过这些认证和验证之后，方可获得使用相关产品或服务的资格。

2.2.6. **通常情况下，您的甲光通信云网站账户是您在甲光通信云网站进行一切活动的唯一身份标识，除非另有约定，每一个甲光通信云网站账户都可以在本网站独立开展活动。但在下列情形下，甲光通信云网站有权根据自己的判断，对同一及/或关联法律主体拥有的多个甲光通信云网站账户进行统一处理，如根据不同甲光通信云网站账户在注册、登录、使用中的关联信息，甲光通信云网站判断其实际为同一用户。关联信息举例：同一证件、同一手机号、同一设备、同一地址等。**

2.3. 账户的使用和安全

2.3.1. 您有权使用您设定的账户登录甲光通信云网站，进而使用甲光通信云网站提供的其他服务。

2.3.2. 甲光通信云网站可能会以**短信或电话等方式**通知您服务进展情况以及提示您进行下一步的操作。在服务过程中您应当及时登录到甲光通信云网站账户查看和进行交易操作。

2.3.3. 一个甲光通信云网站账户仅能对应唯一的法律主体。除非有法律明文规定、司法裁定或者经甲光通信云网站同意的情况下，您不得以任何方式转让、赠与或让他人继承您的甲光通信云网站账户。

2.3.4. 您的账户和密码由您自行设置并由您保管，您须对您的甲光通信云网站账户和密码保密。您需确保您在每个上网时段结束时，以正确步骤离开网站。

2.3.5. 如发现他人未经授权使用您的甲光通信云网站账户和密码，您应立即通知甲光通信云网站；甲光通信云网站将协助您冻结账户、更改密码或进行其他安全设置；您理解甲光通信云网站对您的请求采取行动需要合理时间，甲光通信云网站对在采取行动前已经产生的以及由您引发的后果(包括但不限于您的任何损失)不承担任何责任。

2.3.6. 甲光通信云网站亦会在网站服务端采取合理的技术措施保障账户的安全。

三、账户的冻结、注销及申诉

3.1. 账户的冻结

您的甲光通信云网站账户(全部或部分权限或功能)在如下情况可能被冻结(如发布违规产品等)，甲光通信云网站将通过短信或电话等方式通知您：

3.1.1. 基于甲光通信云网站或服务运行和交易安全的需要，如您发生或可能发生破坏或试图破坏甲光通信云网站或甲光通信云网站关联公司公平交易环境或正常交易秩序的，或任何使用含有甲光通信云网站或甲光通信云网站关联公司名称、品牌且对他人有误导嫌疑或任何使用某种中英文(全称或简称)、数字、域名等意图表示或映射与甲光通信云网站或其关联公司具有某种关联的；

3.1.2. 违反本服务条款、甲光通信云网站的相关规则、规范(如交易规则、管理规范)、服务说明以及其他服务协议/条款的；

3.1.3. 违反国家法律、法规、政策、法律文书的规定的；

3.1.4. 您遭到他人投诉，且对方已经提供了相关证据的，而您未按照我们的要求提供相反证据的；

3.1.5. 甲光通信云网站根据合理分析判断您的账户操作、收益、兑换等存在异常的；

3.1.6. 国家有权机关要求进行的冻结的；

3.1.7. 甲光通信云网站合理判断，您发生与如上行为性质相同或产生如上类似风险的其他情况的。

3.2. 账户的注销

3.2.1. 如果出现如上第 3.1 条情形且情形严重的，或基于国家有权机关的要求，甲光通信云网站账户(全部或部分权限或功能)将被注销，甲光通信云网站将通过短信或电话等方式通知您。

3.2.2. 您理解并同意，如您连续 12 个月未通过账户登录过甲光通信云网站，且您的账户下不存在任何未到期的服务，甲光通信云网站有权注销您的账户，您将不能再登录甲光通信云网站。

3.3. 申诉

发生前述账户冻结或注销情况下，您应及时予以关注并可以按照程序进行申诉等后续操作：

3.3.1. 您通过申诉程序，向甲光通信云网站申请解除上述冻结或注销的，为了您的账户安全，您应配合如实提供身份证明及相关资料，以及甲光通信云网站要求的其他信息或文件，以便甲光通信云网站进行核实。您应充分理解您的申诉并不必然被允许，甲光通信云网站有权决定是否同意您的申诉请求。

3.3.2. 您理解并同意，如果您拒绝如实提供身份证明及相关资料，或未能通过甲光通信云网站审核，甲光通信云网站有权长期冻结该等账户且长期限制账户部分或全部功能。

四、网站服务及规范

4.1. 您有权享受甲光通信云网站通过本网站提供的互联网技术服务和信息服务。您同时还应根据本服务条款以及您在购买具体服务时确认的相关条款和条件，履行及时付款、服务管理等责任。

4.2. 您使用甲光通信云网站的服务，您应保证：

4.2.1. 您使用甲光通信云网站服务时将遵从国家、地方法律法规、行业惯例和社会公共道德，不会利用甲光通信云网站提供的服务进行存储、发布、传播如下信息和内容：

(i) 违反国家法律法规政策的任何内容(信息)；

(ii) 违反国家规定的政治宣传和/或新闻信息；

(iii) 涉及国家秘密和/或安全的信息；

(iv) 封建迷信和/或淫秽、色情、下流的信息或教唆犯罪的信息；

(v) 博彩有奖、赌博游戏；违反国家民族和宗教政策的信息；

(vi) 妨碍互联网运行安全的信息；

(vii) 侵害他人合法权益的信息和/或其他有损于社会秩序、社会治安、公共道德的信息或内容；

(viii) 您同时承诺不得为他人发布上述不符合国家规定和/或服务条款约定的信息内容提供任何便利，包括但不限于设置 URL、BANNER 链接等；

4.2.2. 不应出现任何破坏或试图破坏网络安全等的行为，包括不会利用技术或其他手段破坏或扰乱本网站及甲光通信云网站其他客户的网站；

4.2.3. 您使用甲光通信云网站的服务应符合本服务条款；

如您违反上述保证，甲光通信云网站除有权根据相关服务条款采取删除信息、中止服务、终止服务的措施，并有权冻结或注销您账户部分或全部功能。

五、隐私及个人信息的保护

您的信任对甲光通信云网站非常重要，甲光通信云网站深知用户信息安全的重要性，甲光通信云网站将按照法律法规要求，采取安全保护措施，保护您的用户信息安全可控。具体详见《[法律声明及隐私权政策](#)》。

六、知识产权

6.1. 我们尊重知识产权，除非获得了您的同意，甲光通信云网站不会擅自使用、修改、复制、公开传播、改变、散布、发行或公开发表您拥有知识产权的成果。

6.2. 任何组织或个人认为甲光通信云网站的网页内容，如产品发布的商品信息等可能侵犯其合法权益的，可向甲光通信云网站提出书面权利通知，甲光通信云网站将在收到知识产权权利人合格通知后依法尽快处理。

6.3. 除非另行说明，甲光通信云网站 Logo、“甲光通信云网站”、“IoT OTDR”等文字、图形及其组合，以及甲光通信云网站的其他标识、徽记、甲光通信云网站服务的名称、技术文档等的知识产权为甲光通信云网站及其关联公司所有。

6.4. 您应尊重甲光通信云网站和第三方的知识产权和其他合法权利/权益，并保证在发生侵犯前述权益的违法事件时，保护甲光通信云网站及其雇员、股东、合作伙伴等免于因该等事件受到影响或损失，甲光通信云网站保留在您侵犯甲光通信云网站及/或其他第三方的合法权利/权益时终止向您提供服务并不退还任何款项的权利。

其他具体信息详见《[法律声明及隐私权政策](#)》的法律声明部分。

七、保密

甲光通信云网站承诺对您注册账户时或使用甲光通信云网站服务时提交或知悉的信息采取保密措施，不向第三方披露您的信息，除非：

- 7.1. 依据本服务条款或者您与甲光通信云网站之间其他服务协议、合同、在线条款等规定可以提供 的；
- 7.2. 依据法律法规的规定或行政、司法等职权部门要求应当提供的；
- 7.3. 在不违反本服务条款约定责任的前提下，该保密信息已经公开或能从公开领域获得。

八、出口管制

双方承诺遵守本协议所适用的联合国、中国、美国以及其他国家出口管制法律法规。您承诺不会将甲光通信云网站提供的产品或服务用于适用的出口管制法律法规禁止的用途。非经相关主管 机关许可，您及您授权使用甲光通信云网站产品或服务其他个人或实体不会通过甲光通信云网站产品或服务向适用的出口管制法律法规禁止的实体或个人提供受管控的技术、软件或服务。

九、信息安全事件

甲光通信云网站将基于甲光通信云网站安全应急响应中心及时响应信息安全事件，并依据国家法律法规的要求、遵照相关安全事件处理标准管理信息安全事件。当发生涉及您相关资产的信息安全事件时，我们会依法及时将事件相关的情况通过电话和短信等方式告知，您也可通过客服电话 方式主动联系我们。

十、责任范围和责任限制

10.1. 您了解并同意，您应承担因您使用本服务、违反本服务条款或在您的账户下采取的任何行动而导致的任何第三方索赔。如果由此引起甲光通信云网站及其关联公司、员工、客户和合作伙伴被第三方索赔的，您应负责处理，并赔偿甲光通信云网站及其关联公司由此遭受的全部损失和责任。

10.2. 在适用法律许可的范围内，甲光通信云网站不对与本服务条款有关或由本服务条款引起的任何间接的、惩罚性的、特殊的、派生的损失承担赔偿责任。

10.3. 甲光通信云网站在此提示，您在使用甲光通信云网站服务期间应当遵守中华人民共和国的法律，不得危害网络安全，不得利用甲光通信云网站的服务从事侵犯他人名誉、隐私、知识产权和其他合法权益的活动。甲光通信云网站不对您使用甲光通信云网站服务的违法或违约行为承担任何责任。

10.4. 甲光通信云网站用户在甲光通信云网站的产品发布区发布产品信息等，均由用户自行提供，甲光通信云网站的用户须对其提供的前述信息依法承担全部责任。

10.5. 如果您通过使用甲光通信云网站或获取来自第三方的任何产品或服务，例如，甲光通信云网站云市场上的服务商依托云市场向您提供服务，服务商将对其提供的服务向您负责，甲光通信云网站对此第三方服务不承担任何责任。

10.6. 在某些情况下，为了帮助您更便捷的使用甲光通信云网站的服务，甲光通信云网站可能会展示甲光通信云网站的参考代码或软件(如属于第三方开源软件，您则应遵守第三方开源软件的相关使用要求)，基于相应展示页面的使用说明，该等软件可能允许您予以下载、进行二次开发等相关操作，您应理解并承诺，该等代码的知识产权属于甲光通信云网站，您在使用时应明确表明权利人，同时，甲光通信云网站不对您能否使用以及使用该等代码、软件的工作和后果负责。

十一、不可抗力和意外事件

因为下列不可抗力或意外事件无法正常运行的，甲光通信云网站不承担损害赔偿责任：

11.1. 因自然灾害、罢工、暴乱、战争、政府行为、司法行政命令等不可抗力因素；

11.2. 因电力供应故障、通讯网络故障等公共服务因素；

11.3. 经提前公告或通知的，甲光通信云网站在短时间内的系统维护。

十二、法律适用与管辖

本服务条款之效力、解释、变更、执行与争议解决均适用中华人民共和国法律。因本服务条款产生之争议应提交至上海松江区人民法院解决。

十三、通知送达

13.1. 您理解并同意，甲光通信云网站可通过网页公告、电子邮件、站内信、短信、电话、系统消息以及即时通信等以上一种或多种通知方式向您发送通知，且甲光通信云网站可以信赖您所提供的联系信息是完整、准确且当前有效的；上述通知在发送成功后视为已送达。

13.2. 除非本服务条款另有约定或甲光通信云网站与您另行签订的协议明确规定了通知方式，您发送给甲光通信云网站的通知，应当通过甲光通信云网站对外正式公布的通信地址、传真号码、电子邮件地址等联系信息进行送达。

十四、条款的更新和终止

14.1. 甲光通信云网站有权对本服务条款及相应的服务规则内容进行变更，并将网页公告、电子邮件、短信等方式予以公告或通知；若您在本服务条款内容变更后继续使用本服务的，表示您已充分阅读、理解并接受修改后的内容，也将遵循修改后的条款内容。

14.2. 在您的账户注销或经双方协商一致终止网站服务的，本服务条款终止。

十五、其他

15.1. 本服务条款由本服务条款的内容、网站相关页面上展现的规则、规范，服务说明(含操作文档)和您点击确认的其他条款/条件组成，甲光通信云网站和您均受其约束，且其中的相关名词可相互引用、解释。

15.2. 本服务条款的章节标题仅为行文方便而设，不具有法律或合同效力。

15.3. 本服务条款任一条款被视为废止、无效或不可执行，该条款应视为可分的且不影响本服务条款及其他条款的有效性及其可执行性。

15.4. 甲光通信云网站有权在 www.IoT-OTDR.com 上发布公告、发站内通知或邮件通知等方式将本服务的权利义务全部或者部分转移给甲光通信云网站的关联公司。

15.5. 除另有约定外，出于服务专业性考虑，甲光通信云网站亦可能委托关联公司或其他法律主体向您提供甲光通信云网站上一项或多项具体服务，同时您可能会与该等公司订立相关条款或条件，请您审慎阅读、充分理解条款和条件内容，选择接受或不接受该条款和条件。

15.6. 本服务条款项下之保密条款、知识产权条款、法律适用与管辖条款以及性质上理应存续的其他条款(如对注册信息的真实性保证等)，不因本条款的终止而失效。

IoT OTDR Website Terms of service

The February 2023 edition

preface

Welcome to IoT OTDR Website and use the products and services we offer.

Before completing the registration process or use of the IoT OTDR Website Services in any manner, you must carefully read and thoroughly understand this IoT OTDR Website Terms of Service (hereinafter Terms of Service) and choose to accept or not after such understanding; once you have completed Agree Terms and Registration or begin otherwise using the IoT OTDR Website Services, you have read and agreed to be bound by this Terms of Service. If you do not agree to this Terms of Service or any of them, you should not take the next step or stop the registration procedure.

IoT OTDR Website again prompt you to carefully read and fully understand the contents of each clause, especially the corresponding terms that restrict or exempt from liability. The restriction or exemption clause will prompt your attention in bold or other bold form.

If you are under the age of 18, please read this Terms of Service accompanied by your legal guardian.

1. Signing the subject and the scope of the agreement

1.1. IoT OTDR Website The Terms of Service are a valid contract between you and Shanghai Jianguang Communications Technology Co., Ltd. ("IoT OTDR Website" or "us") for the use of IoT OTDR Website services (including providing you with website page information browsing, account registration services, etc.). IoT OTDR Website Inclthe domain name for www.IoT-OTDR. The com website as well as IoT OTDR Website clients such as APP.

1.2. If you use or purchase a specific cloud service on IoT OTDR Website, you may still confirm the terms of service corresponding to the specific service; please read and fully understand the contents of each clause carefully, and choose to accept or not.

2. Registration, use and security of accounts

2.1. Qualification of registration

2.1.1. You confirm that when you complete a registration process or actually use the Service in any other manner permitted by IoT OTDR Website, you shall be a natural person, legal person or other organization with full capacity for civil rights and civil capacity (hereinafter or referred to as "You").

2.1.2. If you are a minor or a person with limited capacity for civil conduct, you do not have the aforementioned subject qualification, and you and your guardian shall bear all the consequences caused by your improper registration behavior.

2.1.3. You also need to ensure that you are not the subject of trade restrictions, sanctions or other laws or rules imposed by any country, international organization or region, otherwise you may not be able to register and use IoT OTDR Website services normally.

2.2 Account registration

2.2.1. When you fill in the information, read and agree to the terms of the service, and complete the entire registration procedures, you can obtain the IoT OTDR Website account and become a user of the IoT OTDR Website.

2.2.2 The account name ("Account Name") you set or confirm at the time of registration and the password you set will become your account (account name and password are called "account") after successful registration.

2.2.3. The account name you set shall not violate national laws and regulations, IoT OTDR Website, and management norms or may easily cause confusion with the identity of IoT OTDR Website, otherwise your account may not be successfully registered or IoT OTDR Website has the right to cancel after notifying you.

2.2.4. You shall accurately provide and timely update your account information in accordance with the requirements of laws and regulations or the prompts on the corresponding pages, so as to make it true, timely, complete and accurate. If the information you provide is wrong, untrue, outdated or incomplete, IoT OTDR Website may give you a notice of inquiry and / or request for correction, and you shall cooperate to provide or update the relevant information as required by IoT OTDR Website. **If the information and information you fill in are not true, timely, incomplete or inaccurate, you shall be liable for the consequences and losses of your not using the IoT OTDR Website account (not successfully registered, or the account is frozen or cancelled) or in the process of your use.**

2.2.5. IoT OTDR Website May require you to provide more identity information and information for further identity authentication or qualification verification for the opening of certain products or services. Your account can only be qualified to use the relevant products or services.

2.2.6. Usually, your IoT OTDR Website account is the unique identity for all your activities in IoT OTDR Website. Unless otherwise agreed, each IoT OTDR Website account can conduct activities independently on this website. However, under the following circumstances, IoT OTDR Website has the right to conduct unified processing of multiple IoT OTDR Website accounts owned by the same and / or related legal subject according to its own judgment. For example, according to the associated information of different IoT OTDR Website accounts in the registration, login and use, IoT OTDR Website judges that they are actually the same user. Example: same certificate, same mobile phone number, same equipment, same address, etc.

2.3. Use and security of accounts

2.3.1. You have the right to log in to IoT OTDR Website with your set account and then use other services provided by IoT OTDR Website.

2.3.2. IoT OTDR Website may inform you of the progress of the service and by SMS or telephone to prompt you to take the next step. During the service process, you should timely log in to the IoT OTDR Website account to view and conduct transaction operations.

2.3.3. A IoT OTDR Website account can only correspond to a unique legal subject. You may not assign, gift or inherit your IoT OTDR Website account unless specified by law, judicial determined or with the consent of IoT OTDR Website.

2.3.4. Your account and password shall be set up and kept by you. You must keep your IoT OTDR Website account and password confidential. You need to ensure that you leave the site in the right steps at the end of each online period.

2.3.5. If found upon unauthorized use of your IoT OTDR Website account and password, you should notify the IoT OTDR Website immediately; the IoT OTDR Website will assist you in freezing your account, changing your password, or making other security settings; you understand that it takes a reasonable time for the IoT OTDR Website to take action on your request, IoT OTDR Website No liability for the consequences (including but not limited to any losses attributable to you) already incurred and caused by you before the action.

2.3.6. IoT OTDR Website will also take reasonable technical measures to ensure the security of the account at the server of the website.

3. Account freezing, cancellation and appeal

3.1 The freezing of the account

Your IoT OTDR Website account (all or part of the rights or functions) may be frozen as follows (such as the release of illegal products, etc.), and IoT OTDR Website will notify you by SMS or telephone call:

3.1.1. Based on the needs of IoT OTDR Website or service operation and transaction security, If you occur or may destroy or try to destroy the fair trading environment or normal trading order of IoT OTDR Website or IoT OTDR Website affiliated companies, Or any use containing the name or brand of IoT OTDR Website or IoT OTDR Website affiliates that is suspected of misleading others, or any use of some Chinese and English (full name or abbreviation), number, domain name or other intention to indicate or map some association with IoT OTDR Website or its affiliates;

- 3.1.2. Violation of the Terms of Service, relevant rules and norms of IoT OTDR Website (such as, trading rules, management norms), service instructions and other service agreements / terms;**
- 3.1.3. Violation the provisions of national laws, regulations, policies and legal documents;**
- 3.1.4. You have been complained about by others, and the other party has provided relevant evidence, but you fail to provide evidence to the contrary according to our request;**
- 3.1.5. IoT OTDR Website Judge your account operation, income, exchange are etc according to reasonable analysis;**
- 3.1.6. Freezing as required by the state authority;**
- 3.1.7. IoT OTDR Website Make a reasonable judgment that you have other circumstances of the same nature as the above behavior or produce similar risks.**

3.2. Account cancellation

3.2.1. If the situation in Article 3.1 above occurs and the situation is serious, or based on the requirements of the competent authority of the state, your IoT OTDR Website account (all or part of the permissions or functions) will be cancelled, and IoT OTDR Website will notify you by SMS or telephone.

3.2.2. You understand and agree that if you have not logged in IoT OTDR Website through your account for 12 consecutive months and there is no outstanding service under your account, IoT OTDR Website has the right to cancel your account and you will not be able to log in IoT OTDR Website.

3.3. Appeal

In the event of account freezing or cancellation, you should pay attention to it and can appeal and other subsequent operations according to the procedures:

3.3.1. If you apply to IoT OTDR Website for the lifting of the above freeze or cancellation through the appeal procedure, for the security of your account, you should provide truthful identification and relevant information, as well as other information or documents required by IoT OTDR Website, for IoT OTDR Website to verify. You should fully understand that your complaint is not necessarily allowed, and that IoT OTDR Website has the right to decide whether to agree to your complaint request.

3.3.2. You understand and agree that if you refuse to provide your identification and relevant information or fail to pass the IoT OTDR Website review, IoT OTDR Website has the right to freeze such accounts for a long time and restrict some or all functions of the account for a long time.

4. Website service and specification

4.1. You are entitled to enjoy the Internet technical services and information services provided by IoT OTDR Website through this website. You should also perform the responsibilities of timely payment and service management in accordance with the terms of this service and the relevant terms and conditions you confirmed when purchasing the specific service.

4.2. You use the IoT OTDR Website service, you shall guarantee:

4.2.1. When you use IoT OTDR Website services, you will comply with national and local laws and regulations, industry practices and public ethics, and will not use the services provided by IoT OTDR Website to store, publish or disseminate the following information and content:

(I) any content (information) that violates national laws, regulations and policies;

(ii) Political propaganda and / or news and information in violation of state regulations;

(iii) Information concerning state secrets and / or security;

(iv), Feudal superstition and / or obscene, pornographic, obscene information or abetting criminal information;

(V) gambling with prizes and gambling games; information in violation of the national and religious policies of the State;

(vi) Information that impedes the security of the Internet operation;

(vii) Information that infringes on the legitimate rights and interests of others and / or other information or content that damages social order, social security and public morality;

(viii) At the same time, you promise not to provide any convenience for others to release the above information that does not comply with national regulations and / or stipulated in these Terms of Service, including but not limited to setting up URL, BANNER links, etc.;

4.2.2. There shall be no damage or attempt to damage network security, including not to use technology or other means to destroy or disrupt the website or other IoT OTDR Website customers;

4.2.3. Your services using IoT OTDR Website shall comply with these Terms of Service;

If you violate the above warranty, IoT OTDR Website has the right to delete information, suspend services or terminate services according to the relevant terms of service, and has the right to freeze or cancel some or all of the functions of your account.

5. Privacy and personal information protection

Your trust is very important to IoT OTDR Website, IoT OTDR Website knows the importance of user information security, IoT OTDR Website will take security protection measures in accordance with the requirements of laws and regulations to protect your user information safe and controllable. For details, see the [Legal Statement and Privacy Policy](#).

6. Intellectual Property Rights

6.1. We respect intellectual property, and unless your consent, IoT OTDR Website will not use, modify, copy, publicly disseminate, change, distribute, distribute or publish the results of your intellectual property.

6.2. Any organization or individual who believes that the content of the web page of the IoT OTDR Website, such as the product information released, may infringe its legitimate rights and interests, may submit a written notice of rights to IoT OTDR Website, and the IoT OTDR Website will deal with it as soon as possible after receiving the qualified notice of the intellectual property right holder.

6.3. Unless otherwise specified, the intellectual property rights of IoT OTDR Website Logo, "IoT OTDR Website", "IoT OTDR" and other combinations, as well as other IoT OTDR Website signs, badges, IoT OTDR Website services, technical documents, etc. shall be owned by IoT OTDR Website and its affiliates.

6.4. You shall respect the intellectual property rights and other legal rights / interests of IoT OTDR Website and third parties and guarantee that in the event of IoT OTDR Website, its employees, shareholders and partners from the right of IoT OTDR Website to provide you without any refund when you violate the legal rights / interests of IoT OTDR Website and / or other third parties.

For additional specific information, see the [Legal Statement section of the Legal Statement and Privacy Policy](#).

7. Confidentiality

IoT OTDR Website commitment to take confidential measures about information submitted or known when you register your account or use the IoT OTDR Website Services and not to disclose your information to third parties unless:

7.1. It can be provided in accordance with this Terms of Service or other service agreements, contracts, online terms and conditions between you and IoT OTDR Website;

7.2. It should be provided according to the provisions of laws and regulations or required by the administrative and judicial departments;

7.3. The Confidential Information has been disclosed or is available from the open field without violating the liability stipulated in this Terms of Service.

Export control

Both parties undertake to abide by the export control laws and regulations of the United Nations, China, the United States and other countries applicable to this Agreement. You undertake that you will not use the products or services provided by IoT OTDR Website for purposes prohibited by applicable export control laws and regulations. Without the permission of the relevant authority, you and other individuals or entities authorized to use IoT OTDR Website products or services will not provide regulated technology, software or services to entities or individuals prohibited by applicable export control laws or regulations.

9. Information security incidents

IoT OTDR Website timely respond to information security incidents based on IoT OTDR Website Security Emergency response Center, and manage information security incidents according to the requirements of national laws and regulations and in accordance with relevant security event handling standards. In case of an information security incident involving your relevant assets, we will inform the incident by telephone and SMS in time according to law, and you can also contact us through customer service telephone.

10. Scope and Limitation of liability

10.1. You understand and agree that you shall be liable for any third party claims arising from your use of the Service, breach of the Terms of Service, or any action taken under your account. If IoT OTDR Website and its affiliates, employees, customers and partners are claimed by a third party, you shall be responsible for handling and compensate IoT OTDR Website and its affiliates for all losses and liabilities incurred thereby.

10.2. To the extent permitted by applicable law, IoT OTDR Website shall not be liable for any indirect, punitive, special or derived loss in respect of or arising from this Terms of Service.

10.3. IoT OTDR Website hereby suggests that you should abide by the laws of the People's Republic of China during the use of IoT OTDR Website services, shall not endanger network security, and shall not use IoT OTDR Website services to engage in activities that infringe others' reputation, privacy, intellectual property rights and other legitimate rights and interests. IoT OTDR Website Do not be liable for any violation or breach of your use of IoT OTDR Website Services.

10.4. IoT OTDR Website users who release product information in the product release area of IoT OTDR Website shall be provided by the users themselves, and IoT OTDR Website users shall take full responsibility for the aforementioned information provided by them according to law.

10.5. If you use IoT OTDR Website or obtain any product or service from a third party. For example, the service provider in the IoT OTDR Website cloud market provides you on the cloud market, the service provider will be responsible for the services provided by you, and IoT OTDR Website will not assume any responsibility for the third-party service.

10.6. In some cases, To help you use IoT OTDR Website's services more easily, IoT OTDR Website May display IoT OTDR Website reference codes or software (such as third-party open source software, You should comply with the relevant use requirements of the third-party open source software), Based on the use instructions of the corresponding display page, The software may allow you to download, perform secondary development and other related operations, You should understand and promise that, The intellectual property of such codes belongs to the IoT OTDR Website, You should clearly use

the right holder, at the same time, IoT OTDR Website Are not responsible for whether you can use it and the work and consequences of using such code and software.

11. Force Majeure and accidents

If the website fails to operate normally due to the following force majeure or accidents, IoT OTDR Website will not be liable for damages:

11.1. Force majeure factors such as natural disasters, strikes, riots, wars, government acts, and judicial administrative orders;

11.2; public service factors such as power supply failure and communication network failure;

11.3. IoT OTDR Website system maintenance in a short time after advance announcement or notice.

12. Application and jurisdiction of the law

The validity, interpretation, alteration, execution and dispute resolution of these Terms of Service shall be governed by the laws of the People's Republic of China. Any dispute arising from this service clause shall be submitted to the People's Court of Songjiang District, Shanghai City for settlement.

13. Service of the notice

13.1. You understand and agree that IoT OTDR Website can send you notification through one or more of web announcements, email, website letter, SMS, telephone, system message and instant messaging, and IoT OTDR Website can trust that the contact information you provide is complete, accurate and currently valid; the above notification shall be deemed to have been delivered after successful sending.

13.2. Unless otherwise agreed in these Terms of Service or the notification method is specified in the agreement between IoT OTDR Website and you, the notice you send to IoT OTDR Website shall be delivered through the mailing address, fax number, email address and other contact information officially published by IoT OTDR Website.

14. Update and termination of the terms

14.1. IoT OTDR Website have the right to change the contents of the Terms of Service and the corresponding service rules, and to announce or notify the web page announcement, email, SMS, etc. If you continue to use the Service after the contents of the Terms of Service, you have fully read, understood and accepted the revised contents and will follow the modified terms.

14.2. The cancellation of your account or the termination of the website service by both parties.

15. Others

15.1. This Terms of Service consists of the contents of this Terms of Service, the rules and specifications displayed on the relevant pages of the website, service instructions (including operation documents) and other terms / conditions you confirm. IoT OTDR Website and you are bound by them, and the relevant terms therein can be quoted and interpreted by each other.

15.2. The section title of this Terms of Service are set for convenience only and shall not have legal or contractual effect.

15.3. Any one of these Terms of Services shall be deemed repealed, invalid or unenforceable and shall be deemed separable and shall not affect this clause

Validity and enforceability of the Terms of Service and other provisions.

15.4. IoT OTDR Website has the right to stay at www.IoT-OTDR.com, transfer all or part of the rights and obligations of the Service to IoT OTDR Website affiliates by means of announcement, site notice or email notice.

15.5. Unless otherwise agreed, for professional service, IoT OTDR Website may also entrust affiliates or other legal subject to provide you on IoT OTDR Website one or more specific services, at the same time you may conclude with the relevant terms or conditions, please read carefully, fully understand the terms and conditions, choose to accept or not accept the terms and conditions.

15.6. The confidentiality clauses, intellectual property terms, legal application and jurisdiction provisions and other natural terms (such as the guarantee of authenticity of registration information) under the Terms of Service shall not become invalid due to the termination of this clause.