

**smartAC.com<sup>TM</sup>**

**HARDWARE KIT**

Product Information



This Product Information guide contains safety, handling, disposal and recycling, regulatory, and software license information, as well warranty information for the SmartAC.com Hardware Kit.

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**Read all safety information and operating instructions below before using the SmartAC.com Hardware Kit to avoid injury. For detailed operating instructions, including any updates to the safety and regulatory information, visit [help.smartAC.com](http://help.smartAC.com)**

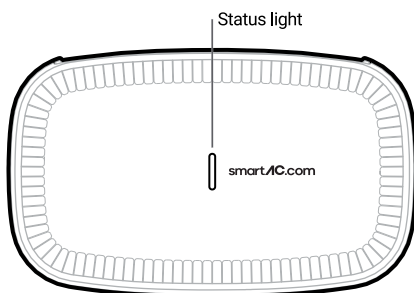
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## SmartAC.com Hardware Kit

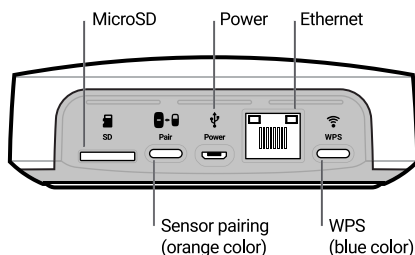
To use the SmartAC.com Hardware Kit, you need:

- A central air/ducted HVAC system, and
- Access to an 802.11 wireless network on a 2.4GHz frequency band or an Ethernet network and Internet, and
- A smartphone with access to the Apple App Store or Google Play

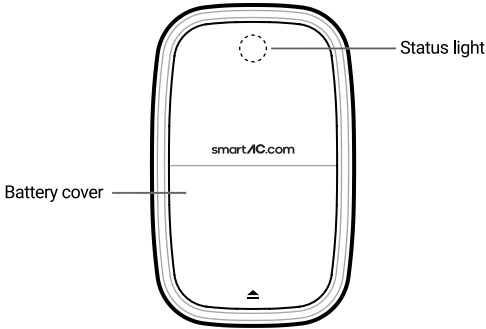
**SmartAC.com Hub top view:**



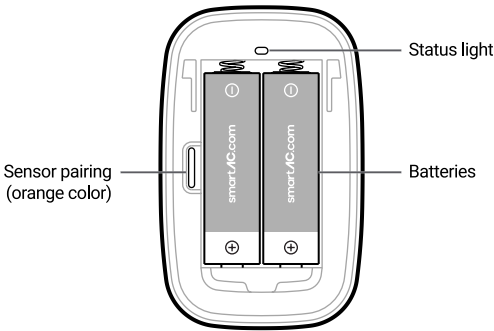
**SmartAC.com Hub rear view:**



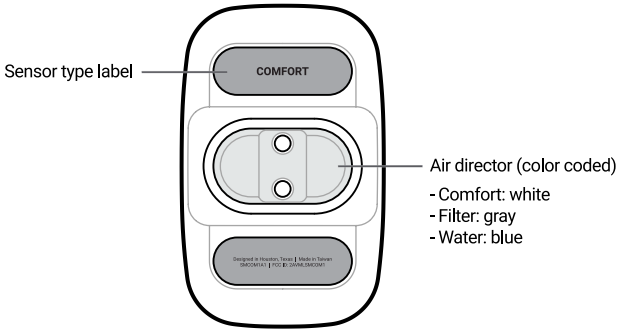
**SmartAC.com Sensor front view:**



**SmartAC.com Sensor front view (battery cover removed):**



**SmartAC.com Sensor back view:**



## Getting started with the SmartAC.com Hardware Kit

Before you start, make sure you have physical access to your home router or know your wireless network name (and password if the network is password-protected). If you're using a wired network, use the provided Ethernet cable to connect your SmartAC.com Hub.



1. Download the SmartAC.com app from the Apple App Store or Google Play (using your camera, you can scan the code above to download the app)
2. Confirm or register your SmartAC.com account
3. Follow video-guided install instructions

## How to replace the batteries in your SmartAC.com sensors

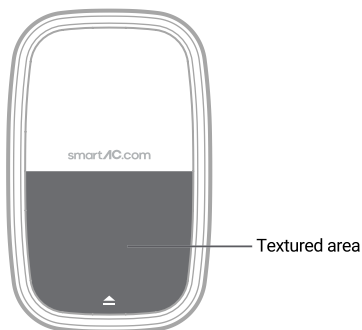
Follow these steps to remove and replace the batteries in your SmartAC.com sensor devices (Comfort, Filter, or Water).

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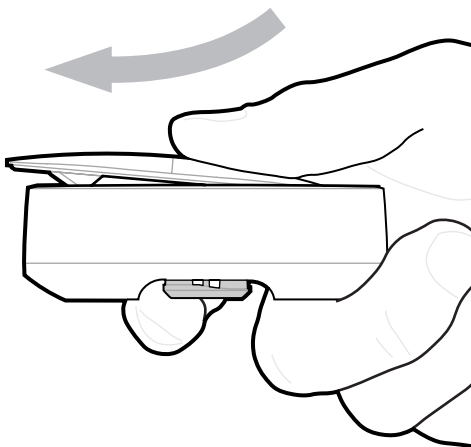
**Note: Replace only with a SmartAC.com approved batteries. For a list of suitable replacements, visit [help.smartAC.com](https://help.smartAC.com)**

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1. Identify the textured area of the Battery Cover on the front of the sensor device (this is the lower half, below the SmartAC.com logo and eject symbol at the bottom).



2. Placing your thumb on the textured area, gently push and slide the cover.



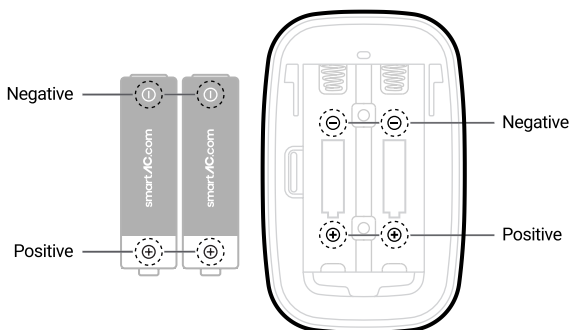
3. Remove the old batteries.

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**Important: Dispose of batteries according to your local environmental laws and guidelines.**

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4. With the negative (-) end of the battery oriented toward the top of the device, insert each new battery, pushing up to compress the spring and pushing down to seat the positive end (+). The indicator light will light up immediately when both batteries are installed and the device powers on.

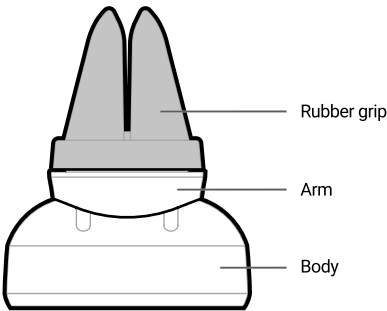


5. Replace the Battery Cover by sitting it in position and sliding down from the top.

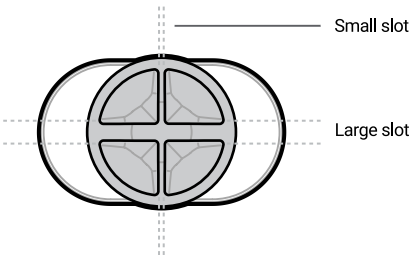
# Mounting Clip

The magnetic mounting clip allows the Comfort sensor to be installed on vents made from non-magnetic materials or with unusual geometry.

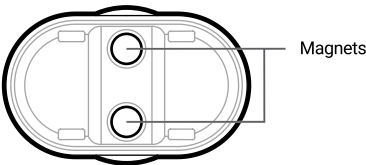
**SmartAC.com Magnetic Mounting Clip side view:**



**SmartAC.com Magnetic Mounting Clip front view:**

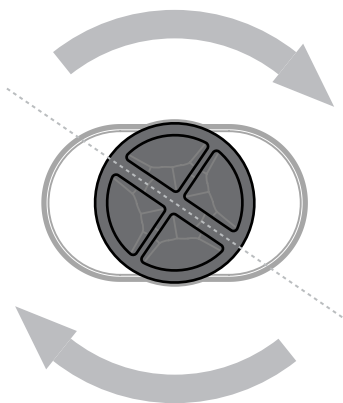


**SmartAC.com Magnetic Mounting Clip back view:**

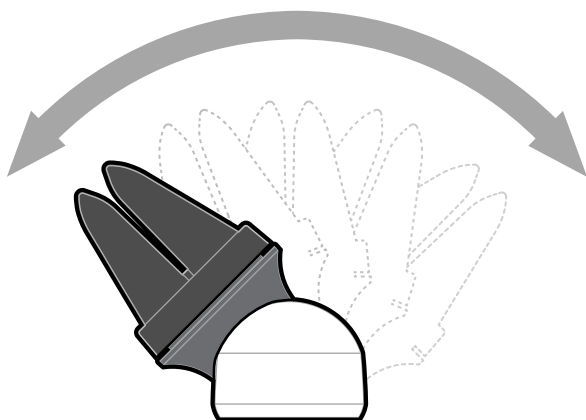


The Magnetic Mounting Clip articulates through two axes.

1. The rubber grip rotates independently through 360 degrees in a CLOCKWISE/RIGHT-HAND direction.



2. The arm pivots through 90 degrees in relation to the body.



## About the SmartAC.com Hub status light

The status light on the top of the Hub indicates the following:

| If the Hub is                             | The status light...             |
|-------------------------------------------|---------------------------------|
| Connected to WiFi with internet access    | Is solid blue                   |
| Off or in standby                         | Is off                          |
| Starting up                               | Is solid orange (or red)        |
| Is in initial setup mode                  | Flashes orange (or red) slowly  |
| In WPS mode                               | Flashes orange (or red) quickly |
| Connected to Wifi with no internet access | Is solid orange (or red)        |
| Is in sensor pairing mode                 | Flashes blue                    |

## About the SmartAC.com Sensor device status light

The status light on the front of the sensor devices indicates the following:

| If the Sensor device      | The status light...                                                                                                                   |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| Starting up               | Is solid for 2 seconds followed by:<br>Flash once = Comfort sensor<br>Flash twice = Filter sensor<br>Flash three times = Water sensor |
| Is off or in standby      | Is off                                                                                                                                |
| Is in sensor pairing mode | Flashes blue quickly                                                                                                                  |
| Has low battery level     | Flashes blue periodically                                                                                                             |

**Note:** Features may be updated or added periodically to SmartAC.com devices via remote firmware upgrades. These changes or upgrades may affect the status light functions listed above. The latest hardware interface specifications, including status light information, are available at [help.smartAC.com](http://help.smartAC.com).

## Important Safety Instructions

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**WARNING: Failure to follow these safety instructions could result in fire, electric shock, or other injury or damage to SmartAC.com devices or other property.**

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- Read and follow these instructions to use SmartAC.com devices safely.
  - Keep these instructions.
  - Heed all warnings.
  - Follow all instructions.
  - Do not use the SmartAC.com Hub, Comfort Sensor, or Filter Sensor near water.
  - Clean only with a dry cloth.
  - Do not install on or in direct contact with major heat sources such as heating elements, boilers, or other devices that produce extreme heat.
  - Do not place naked flame sources, such as burners or pilot flames, on or near SmartAC.com devices.
  - Protect all cords, including the power cord and ethernet cable, from being walked on or pinched, particularly at the plugs and connectors.
  - Only use attachments/accessories and batteries specified by SmartAC.com. Visit [help.smartAC.com](http://help.smartAC.com) for a list of suitable replacements.
  - Remove the batteries from the sensor devices when depleted or unused for long periods of time.
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**WARNING: To reduce the risk of fire or electric shock, do not expose SmartAC.com devices or accessories to chemicals, excessive heat, or naked flames.**

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### Power

SmartAC.com Hub and sensor devices have no on/off switch. To disconnect the Hub from power, you must disconnect the power adapter from the device or outlet. To disconnect the sensor devices from power, you must remove the batteries from the device.

Power the Hub with the included SmartAC.com power adapter cable, or with other third-party microUSB cables, and a compatible power adapter that is compliant with USB 2.0 or later and with applicable country regulations and international and regional safety standards, including Audio, Video and Similar Electronic Apparatus – Safety Requirements (IEC 60065). Using counterfeit or damaged cables or chargers, or charging when moisture is present, can cause fire, electric shock, injury, or damage to the SmartAC.com Hub or other property. When connecting a power adapter to SmartAC.com Hub, make sure the plug is fully inserted into the connector before you plug the adapter into a power outlet. It's important to keep the Hub and the power adapter in a well-ventilated area when in use.

### Device Information

Information such as the model number and FCC ID is located on the bottom of the Hub, and the back of the sensor devices.

## Handling

Your SmartAC.com devices may be damaged by improper storage or handling. Be careful not to drop SmartAC.com devices when transporting them.

Do not insert foreign objects into any openings, or vents or the area under the colored air director on the back of sensor devices.

## Servicing

Refer all servicing to qualified service personnel. Servicing is required when SmartAC.com devices have been damaged in any way, such as when the Hub cord or plug is damaged, liquid has been spilled or objects have fallen into a SmartAC.com device, or SmartAC.com devices have been exposed to rain or moisture, do not operate normally, or have been dropped. Contact support@smartAC.com for information about servicing SmartAC.com devices.

## Do Not Make Repairs Yourself

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**WARNING: Do not attempt to open SmartAC.com devices or disassemble them. You run the risk of electric shock and voiding the limited warranty. No user-serviceable parts are inside.**

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## Location

Do not use SmartAC.com devices, supplied in the Hardware Kit, outdoors. The SmartAC.com Hardware Kit is an indoor product. Do not place naked flame sources, such as lighted candles, on or near SmartAC.com devices. Do not expose SmartAC.com devices to dripping or splashing, and do not place any object filled with liquid, such as a vase, on SmartAC.com devices. Do not move the SmartAC.com Hub if another device such as a router, or network repeater device is connected to it.

## Hub housing, cable and connector

Avoid prolonged skin contact with the plastic housing, cable, and connector when the Hub is plugged into a power source, because it may cause discomfort or injury. Avoid situations where your skin is in contact with the Hub, cable or connectors for long periods of time when plugged in. For example, when the SmartAC.com Hub is plugged into a power source, don't sit or sleep on it or place it under a blanket, pillow, or your body. Take special care if you have a physical condition that affects your ability to detect heat against the body.

Discoloration of the power adapter cable and connector after regular use is normal. Dirt, debris, and exposure to liquids may cause discoloration. To remove the discoloration or if the cable becomes warm during use, disconnect power adapter cable and clean it with a soft, dry, lint-free cloth. Do not use liquids or cleaning products when cleaning the connector.

## Medical device interference

The SmartAC.com Hub and sensor devices contain components and radios that emit electromagnetic fields. These electromagnetic fields may interfere with medical devices, such as pacemakers and defibrillators. Consult your physician and medical device manufacturer for information specific to your medical device and whether you need to maintain a safe distance of separation between your medical device and SmartAC.com devices. Stop using all SmartAC.com devices if you suspect they are interfering with your medical device.

## Medical conditions

If you have a medical condition that you believe could be affected by using SmartAC.com devices (for example, seizures, blackouts, eyestrain, or headaches), consult with your physician prior to using SmartAC.com devices.

## Explosive and other atmospheric conditions

Using SmartAC.com devices in any area with a potentially explosive atmosphere, such as areas where the air contains high levels of flammable chemicals, vapors, or particles (such as grain, dust, or metal powders), may be hazardous. Exposing SmartAC.com devices to environments having high concentrations of industrial chemicals, including near evaporating liquefied gasses such as helium, may damage or impair the device's functionality. Obey all signs, and instructions.

## Regulatory Compliance Information

### FCC Compliance and Exposure to Radio Frequency Information

The radiated output power of the Wi-Fi technology is below the FCC radio frequency exposure limits. Nevertheless, it is advised to use the wireless equipment in such a manner that the potential for human contact during normal operation is minimized.

To satisfy FCC / IC RF exposure requirements, a separation distance of 20 cm or more should be maintained between the antenna of this device and persons during device operation. To ensure compliance, operations at closer than this distance are not recommended.

This device complies with Part 15 of the FCC Rules / Industry Canada license-exempt RSS standard(s). Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Les règles établies par Federal Communications Commission / Industry Canada RF demandent que les antennes installées doivent être situées de façon à ce que les personnes y tiennent toujours une distance d'au moins 20 cm lorsque l'appareil est en marche. Pour être certain que ce standard soit respecté, nous ne recommandons donc pas l'utilisation de notre appareil avec une distance inférieure à 20cm entre l'antenne et des personnes.

Le présent appareil est conforme aux CNR d'Industrie Canada pour les appareils radio exemptés de licence. L'utilisation est donc autorisée aux deux conditions suivantes : (1) l'appareil ne doit pas produire de brouillage dérangeant d'autres appareils, et (2) l'appareil doit accepter tout brouillage radioélectrique dérangeant subi, même si le cela est susceptible d'en compromettre le fonctionnement.

### Radio and Television Interference

This equipment generates, uses, and can radiate radio-frequency energy. If it is not installed and used properly—that is, in strict accordance with SmartAC.com instructions—it may cause interference with radio and television reception.

This equipment has been tested and found to comply with the limits for a Class B digital device in accordance with the specifications in Part 15 of FCC rules. These specifications are designed to provide reasonable protection against such interference in a residential installation. However, there is no guarantee that interference will not occur in a particular installation.

You can determine whether your SmartAC.com devices are causing interference by turning them off (removing power). If the interference stops, it was probably caused by the SmartAC.com device or one of its peripheral devices. If your SmartAC.com Hardware Kit

does cause interference to radio or television reception, try to correct the interference by using one or more of the following measures:

- Turn the television or radio antenna until the interference stops.
- Move the SmartAC.com device to another location.
- Move the television or radio farther away from the SmartAC.com device.

If necessary, consult a SmartAC.com authorized service provider or [help.smartAC.com](http://help.smartAC.com). Contact SmartAC.com Support via [help.smartAC.com](http://help.smartAC.com) for additional details. Or consult an experienced radio/television technician for additional suggestions.

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**IMPORTANT: Changes or modifications to this product not authorized by SmartAC.com, Inc. could void the EMC compliance and negate your authority to operate the product. Contact SmartAC.com Support via [help.smartAC.com](http://help.smartAC.com) for inquiries relating to FCC matters.**

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### SmartAC.com and the Environment

SmartAC.com, Inc. recognizes its responsibility to minimize the environmental impact of its operations and products. More information is available on the web at: [help.smartAC.com](http://help.smartAC.com)

### Disposal and Recycling Information



This symbol indicates that the product must be disposed of properly according to local laws and regulations. When the product reaches its end of life, contact SmartAC.com or your local authorities to learn about recycling options.

European Union—Disposal Information



The symbol above means that according to local laws and regulations the product should be disposed of separately from household waste. When the product reaches its end of life, take it to a collection point designated by local authorities. Some collection points accept products for free. The separate collection and recycling of the product at the time of disposal will help conserve natural resources and ensure that it is recycled in a manner that protects human health and the environment.

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## SmartAC.com, Inc. Terms of Service

Updated March 2020

THIS TERMS OF SERVICE CONTAINS AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST THE COMPANY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

SmartAC.com, Inc. ("SmartAC, "we," "us," "our", "the Company") provides its services (described below) to you through its website (the "Site"), through our mobile applications ("Apps"), and through related services and distributors (collectively, such services, including any new features and applications, the App and the Site, the "Service", "Services", or "Service(s)"), subject to the following Terms of Service (as amended from time to time, the "Terms of Service"). We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. Any such changes will become effective on the date they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service.

In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, the Privacy Policy located which can be accessed at [help.smartAC.com](http://help.smartAC.com). All such terms are hereby incorporated by reference into these Terms of Service.

### Access and Use of the Service

**Services Description:** The Service is designed to monitor your heating and/or cooling systems. Data received could be used to make recommendations for improved system performance, and/or offer additional products and services for HVAC systems.

**Your Registration Obligations:** You may be required to register with SmartAC in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service's registration form. Registration data and certain other information about you are governed by our Privacy Policy. If you are under 13 years of age, you are not authorized to use the Service, with or without registering. In addition, if you are under 18 years old, you may use the Service, with or without registering, only with the approval of your parent or guardian.

**Member Account, Password and Security:** You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify SmartAC of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. SmartAC will not be liable for any loss or damage arising from your failure to comply with this Section.

**Modifications to Service:** SmartAC reserves the right to modify or discontinue, temporarily or permanently, the Service(s) (or any part thereof) with or without notice. You agree that SmartAC will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service(s).

**General Practices Regarding Use and Storage:** You acknowledge that SmartAC may establish general practices and limits concerning use of the Service(s), including without

limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on SmartAC servers on your behalf. You agree that SmartAC has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that SmartAC reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that SmartAC reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

**Mobile Services:** The Service includes certain services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device, (ii) the ability to browse the Service and the Site from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding SmartAC and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your SmartAC account information to ensure that your messages are not sent to the person that acquires your old number.

### **Subscription Terms and Fees**

**Subscriptions:** Subscriptions may include any number of proprietary hardware devices, sensors or 3rd party physical devices necessary to provide the services described on the website or published collateral, access to the App/web applications and future product offerings. Your subscription covers the cost of access to the Application, some additional support services, and limited lifetime warranty coverage (including replacement of the devices for normal wear and tear, as determined in our sole discretion). The Subscription is payable in accordance with the Fees section below. For more details, please see the home page of our Site. For more information on how to cancel your Subscription, please see the Termination section, below.

**Pre-Orders:** Subscriptions may be made available for pre-order via the Services. If you place a pre-order, SmartAC will charge your credit card upfront and/or invoice as per agreed payments terms for the applicable Subscription fee specified on the Site, plus any applicable charges for taxes, and will ship you the Hardware and the Service when they become available.

For more information on how to cancel your Preorder, please see the Termination section, below.

**Fees:** Upon purchasing a product or selecting a Subscription plan via the Services, you will be required to select a payment plan and provide SmartAC information regarding your credit card or other payment instrument. You represent and warrant to SmartAC that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay SmartAC the amount that is specified in the Subscription plan in accordance with the terms of such plan and this Terms of Service. You hereby authorize SmartAC to bill your payment instrument in advance on a periodic basis in accordance with the terms of the applicable payment plan until you terminate your account (in accordance with the terms of Termination herein), and you further agree to pay any charges so incurred. If you dispute any charges you must provide written notice to SmartAC via email to support@smartac.com within sixty (60) days after the date that SmartAC charges you. We reserve the right to change SmartAC's prices. If SmartAC does change prices, SmartAC will provide notice of the change on the Site or in an email to you, at SmartAC's option, at least thirty (30) days before the change is to take effect. Your continued use of the Service after the price change constitutes your agreement to pay the changed amount. You shall be responsible for all taxes associated with the

Services other than U.S. taxes based on SmartAC's net income.

Resale; Lease; Title Transfer; and Returns: The Service(s) and any related product(s), including any and all Hardware, the App, and any additional services provided to you by SmartAC (collectively, the "Products"), are intended for end users only, and are not authorized for resale unless specifically licensed or approved by SmartAC. If you have purchased a SmartAC product and wish to return the product to us, you agree to return the Hardware to us, at your cost. The product must be unopened and the return label must be postmarked no later than 30 days after the date of purchase. You hereby acknowledge and agree that failure to return the Hardware within thirty (30) days of the purchase date will result in no refund.

As long as you are under a SmartAC Subscription plan, SmartAC (at its sole discretion) will honor a lifetime warranty that covers normal wear and tear and manufacturer defects on the Hardware. Please contact support@SmartAC.com for warranty replacements.

Shipping and Delivery: SmartAC Subscription plans include shipping costs for replacement hardware, however, any returns do not include shipping costs. The estimated arrival or delivery date is not a guaranteed delivery date for your order.

Product Restrictions: Although our Site is accessible worldwide, our Products are designed and tested solely for use in the United States. If you choose to use the Products outside of The United States you do so on your own initiative and you are solely responsible for complying with applicable local laws in your country.

Not all SmartAC Products and Services provided or accessed through or on the Site will be available in your country. SmartAC may, in its sole discretion, limit the provision and quantity of any feature, product or Service to any person or geographic area. Any offer for or of any feature, product or Service made on the Site is void where prohibited. Please contact your local sales representative for information as to SmartAC Products and Services available in your country. You remain bound by these Terms of Service wherever you access or use the Site or the Services.

## Conditions of Use

User Conduct: You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials ("Content") that you upload, post, publish or display ("Upload"), email or otherwise use via the Service. SmartAC reserves the right to investigate and take appropriate legal action against anyone who, in SmartAC's sole discretion, violates this provision, including without limitation, removing the offending content from the Service, suspending or terminating the account of such violators and reporting you to the law enforcement authorities. The following are examples of the kind of content and/or use that is illegal or prohibited by SmartAC:

- email or otherwise upload any Content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of SmartAC, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose SmartAC or its users to any harm or liability of any type;
- interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

- violate any applicable local, state, national or international law, or any regulations having the force of law;
- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- solicit personal information from anyone under the age of 18;
- harvest or collect email addresses or other information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Services.

You represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein. By uploading any User Content you hereby grant and will grant SmartAC and its affiliated companies a non-exclusive, worldwide, royalty free, fully paid up, transferable, sub-licensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Service or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Service ("Submissions"), provided by you to SmartAC are non-confidential and SmartAC will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that SmartAC may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of SmartAC, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

**Third Party Material:** Under no circumstances will SmartAC be liable in any way for any content or materials of any third parties (including users, suppliers, distributors, service partners, influencers, members of the media, affiliate partners, etc), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that SmartAC does not pre-screen content, but that SmartAC and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, SmartAC and its designees will have the right to remove any content that violates these Terms of Service or is deemed by SmartAC, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

### **Third Party Websites**

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. SmartAC has no control over such sites and resources and

SmartAC is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that SmartAC will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that SmartAC is not liable for any loss or claim that you may have against any such third party.

### **Social Networking Services**

You may enable or log in to the Service via various online third party services, such as social media and social networking services like Facebook or Twitter ("Social Networking Services"). By logging in or directly integrating these Social Networking Services into the Service, we make your online experiences richer and more personalized. To take advantage of this feature and capabilities, we may ask you to authenticate, register for or log into Social Networking Services on the websites of their respective providers. As part of such integration, the Social Networking Services will provide us with access to certain information that you have provided to such Social Networking Services, and we will use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating these Social Networking Services and SmartAC's use, storage and disclosure of information related to you and your use of such services within SmartAC (including your friend lists and the like), please see our Privacy Policy available at [help.smartAC.com](http://help.smartAC.com). However, please remember that the manner in which Social Networking Services use, store and disclose your information is governed solely by the policies of such third parties, and SmartAC shall have no liability or responsibility for the privacy practices or other actions of any third party site or service that may be enabled within the Service.

In addition, SmartAC is not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, advice or statements made available in connection with Social Networking Services. As such, SmartAC is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Social Networking Services. SmartAC enables these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

Special Notice for International Use; Export Controls: Software (defined below) available in connection with the Service and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.

Commercial Use: Unless otherwise expressly authorized herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service. The Service is for your personal use.

### **Apple-Enabled Software Applications**

SmartAC offers Software applications that are intended to be operated in connection with products made commercially available by Apple Inc. ("Apple"), among other platforms. With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, "Apple-Enabled Software"), in addition to the other terms and conditions set forth in these Terms of Service, the following terms and conditions apply:

- SmartAC and you acknowledge that these Terms of Service are concluded between SmartAC and you only, and not with Apple, and that as between SmartAC and Apple, SmartAC, not Apple, is solely responsible for the Apple-Enabled Software and the content.

- You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service.
- Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.
- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be SmartAC's sole responsibility, to the extent it cannot be disclaimed under applicable law.
- SmartAC and you acknowledge that SmartAC, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between SmartAC and Apple, SmartAC, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to SmartAC as follows: support@SmartAC.com 5302 Egbert Street, Houston, TX 77007.

SmartAC and you acknowledge and agree that SmartAC, and SmartAC's subsidiaries, are third-party beneficiaries of these Terms of Service with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Apple-Enabled Software as a third party beneficiary thereof.

## **ANDROID POLICY**

### **Intellectual Property Rights**

**Service Content, Software and Trademarks:** You acknowledge and agree that the Service may contain content or features ("Service Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by SmartAC, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part. In connection with your use of the Service you will not engage in or use any data mining,

robots, scraping or similar data gathering or extraction methods. If you are blocked by SmartAC from accessing the Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g. by masking your IP address or using a proxy IP address). Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith are the property of SmartAC, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by SmartAC.

The SmartAC name and logos are trademarks and service marks of SmartAC (collectively the "SmartAC Trademarks"). Other company's products and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to SmartAC. Nothing in this Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of SmartAC Trademarks displayed on the Service, without our prior written consent in each instance. All goodwill generated from the use of SmartAC Trademarks will inure to our exclusive benefit.

### **Indemnity and Release**

In consideration of being permitted to access and use the Services, you agree to release, indemnify and hold SmartAC and its affiliates and their officers, employees, directors, distributors, and agents harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

### **Disclaimer of Warranties**

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

THE COMPANY MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR IV) THE QUALITY OR QUANTITY OF ANY PRODUCTS, SERVICES (INCLUDING, WITHOUT LIMITATION, ANY SHIPPING OR HANDLING OF PRODUCTS), INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL BE WITHOUT ERROR OR MEET YOUR EXPECTATIONS.

Our Product(s) may include product warnings and instructions on the packaging, labels and documentation. AS A CONDITION TO RECEIVING SERVICES, YOU AGREE TO STRICTLY COMPLY WITH ALL PRODUCT WARNINGS AND INSTRUCTIONS ON THE PACKAGING, LABELS AND DOCUMENTATION OF PRODUCTS, AND ANY UPDATES THAT WE PROVIDE TO YOU VIA THE SERVICES.

In addition, you agree to only use the Products in a manner that complies with all applicable laws and regulations.

### **Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE OR PRODUCT PURCHASED THROUGH THE SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED (INCLUDING, WITHOUT LIMITATION ANY CHEMICALS OR OTHER PRODUCT PURCHASED THROUGH THE SERVICES) OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL THE COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID THE COMPANY IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

Furthermore, in no event will SmartAC, its Representatives, Employees, Investors, or Distributors be liable to you in the event: (I) you sustain or incur any damages, expenses, costs, loss of savings, loss of property, loss or interruption of power supply, arising from any act or omission in performing your obligations under this Agreement, (II) for any loss or damages in connection with the third party equipment during performance or non-performance of your SmartAC Services, (III) if you modify the SmartAC device for any purpose not identified or contrary to the terms and conditions of this Agreement, (IV) for the failure of your air conditioning, cooling units or any other machinery or equipment that the SmartAC Hardware is installed on, (V) any failure or inability to save or reduce the cooling energy costs due to malfunction or defect in the air conditioner, cooling unit, machinery, equipment, or as result of environmental factors, or happening of any event or any other reason whatsoever not directly connected or associated with the SmartAC Device, (VI) for any damage sustained to the SmartAC Device or any delay or failure to perform Services due to Force Majeure. For the purpose of this clause Force Majeure shall mean unforeseen circumstances beyond the reasonable control of SmartAC (or its Representatives), including but not limited to any act of God, enactment or change of any law or regulation, act of government or any authorities, hostilities between nations, war, riot, civil commotions, civil war, insurrection, blockades, import or export regulations or embargoes, rainstorms, national emergency, earthquake, fires, explosion, flooding, hurricane or other exceptional weather conditions or natural disaster, acts of terrorism, accidents, sabotages, strikes, shortages in material or supply, infectious diseases, epidemics, as well as travel restrictions or travel warnings due to any such events.

## **Dispute Resolution By Binding Arbitration: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.**

### **A. Agreement to Arbitrate**

This Dispute Resolution by Binding Arbitration section is referred to in this Terms of Service as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and the Company, whether arising out of or relating to this Terms of Service (including any alleged breach thereof), the Services, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of

this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Terms of Service, you and the Company are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

## **B. Prohibition of Class and Representative Actions and Non-Individualized Relief**

YOU AND THE COMPANY AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND THE COMPANY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).

## **C. Pre-Arbitration Dispute Resolution**

The Company is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at support@SmartAC.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to the Company should be sent to SmartAC, Inc 5302 Egbert Street, Houston, TX 77007 ("Notice Address").

### **The Notice must**

- (i) describe the nature and basis of the claim or dispute and
- (ii) set forth the specific relief sought. If the Company and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or the Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by the Company or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or the Company is entitled.

## **D. Arbitration Procedures**

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <https://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, [https://www.adr.org/consumer\\_arbitration](https://www.adr.org/consumer_arbitration). If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless the Company and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, the Company agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

#### **E. Costs of Arbitration**

Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, the Company will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, the Company will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, the Company will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

#### **F. Confidentiality**

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

#### **G. Severability**

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" are invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of the Terms of Service will continue to apply.

#### **H. Future Changes to Arbitration Agreement**

Notwithstanding any provision in this Terms of Service to the contrary, the Company agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Services, you may reject any such change by sending the Company written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

#### **Termination**

The Service is designed to auto-renew monthly. You can cancel your service at any time by sending an email to support@SmartAC.com. Subscriptions must be cancelled 5 business days prior to your next billing date, or you will be charged for the following month's service. There is no cancellation fee for cancelling your service. However, refunds are not offered for

any remaining subscription period. If services are pre-paid on a longer subscription period, refunds are not offered. We reserve the right to cancel, in our sole discretion, subscriptions at any time for delinquent accounts or violations of the Terms of Service.

If you have placed a Pre-Order with us, you may cancel your Pre-Order Subscription at any time prior to shipment by contacting [support@SmartAC.com](mailto:support@SmartAC.com).

For more information, please contact us at [support@SmartAC.com](mailto:support@SmartAC.com).

You agree that SmartAC, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if SmartAC believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. SmartAC may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that SmartAC may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that SmartAC will not be liable to you or any third party for any termination of your access to the Service.

## **General**

These Terms of Service constitute the entire agreement between you and SmartAC and govern your use of the Service, superseding any prior agreements between you and SmartAC with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software. These Terms of Service will be governed by the laws of the State of Texas without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and SmartAC agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Harris County, Texas. The failure of SmartAC to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign this Terms of Service without the prior written consent of SmartAC, but SmartAC may assign or transfer this Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

## **Your Privacy**

At SmartAC, we respect the privacy of our users. For details please see our Privacy Policy. By using the Service, you consent to our collection and use of personal data as outlined therein.

## **Notice for California Users**

Under California Civil Code Section 1789.3, users of the Service from California are entitled

to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us at SmartAC, Inc. 5302 Egbert Street, Houston, TX 77007.

Questions? Concerns? Suggestions?

Please contact us at [support@SmartAC.com](mailto:support@SmartAC.com) to report any violations of these Terms of Service or to pose any questions regarding this Terms of Service or the Service.

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# SmartAC.com, Inc. Privacy Policy

Updated March 2020

## Privacy Policy

SmartAC.com, Inc. ("SmartAC") was built with the privacy of your data in mind. Keeping your data secure is paramount to how we operate. We believe in keeping your data confidential. We use best-in-class practices and technology to keep it private and secure. Our Privacy Policy lays out what data we collect, how we use it, and what your rights are. If you have any questions, please let us know at [privacy@smartAC.com](mailto:privacy@smartAC.com).

Terms not defined herein are defined in the SmartAC Terms & Conditions accessible at [help.smartAC.com](https://www.smartAC.com).

## Information Collected

### Usage Data

**Product Data.** Our sensors collect data about the air conditioning ("AC") and heating systems they are installed on. Our sensors use the data to discern when the systems are in use as well as other key operating characteristics of the AC or heating systems including but not limited to health monitoring, fault detection, etc. Some or all of this data is sent to our servers for continuous improvement and alerts and may, at our discretion, be sent back to you, the customer or designated service providers.

**Application Data.** Our devices and applications collect various information at setup time, and during normal operation. Such information includes but is not limited to: weather data, location data, application usage information (to improve application and services), and crash and error reporting.

**Information needed for Purchase.** If you have purchased our product(s) through our website, [www.smartAC.com](https://www.smartAC.com) (the "Site"), we collect information about the purchase and delivery of your order. This may include items such as: your email, login credentials, address, billing and shipping address, and your phone number. Credit card information is not collected by SmartAC and is processed by a third party payment processor.

**Website Data.** SmartAC collects information when you visit the Site. We collect information provided to us such as name, email, and any other information you submit when you visit our Site. Some additional information is automatically collected to help improve our services, to identify what pages are accessed most frequently and to make our Site more user friendly. This information includes but is not limited to: your Internet Protocol address, access time, browser type, language used, and computer operating system. We also collect usage behavior of our website for improvement. An archive of these website log files and associated analysis and reports are retained indefinitely by SmartAC as a way of measuring patterns of website traffic over the years and in order to facilitate future planning.

**Cookies.** We may automatically collect information using "cookies." Cookies are small data files stored on your hard drive by a website. Cookies help us improve our Site and your experience. We may also use cookies to gauge site usage, conduct research and diagnostics to improve the content we provide you, our products and services, to help us analyze general web traffic, and to improve our campaign effectiveness.

**Web Beacons.** We may collect information using Web beacons. Web beacons are electronic images that may be used via the SmartAC service or in our emails. We use Web beacons to deliver cookies, count visits, understand usage and campaign effectiveness and to tell if an email has been opened and acted upon.

## Third Party Applications

We may link to certain third party websites and applications, such as: Facebook, Instagram, Twitter, Pinterest, YouTube, SnapChat, LinkedIn, and others. In those circumstances, your use of the Site will be subject to this Privacy Policy and our Terms & Conditions, whether

you are required to click through or otherwise. In addition, the third party website may also impose its own terms and conditions and privacy policies on your activities on their site. SmartAC is not responsible for the privacy practices of such other sites. Moreover, your link to such websites is at your own risk, and SmartAC is not responsible or liable, directly or indirectly, for any damages or loss caused or alleged to be caused by, or in connection with your use of or reliance on any content, goods or services available on or through any such site.

SmartAC encourages users to be aware when they leave the Site and to read the privacy statements of sites that collect personally identifiable information. This privacy policy applies only to information collected on this Site. BY ACCESSING OUR SITE, YOU AGREE TO BE BOUND BY AND COMPLY WITH THIS PRIVACY POLICY AND THE SMARTAC TERMS & CONDITIONS AND WAIVE ANY OBJECTION TO THE ENFORCEABILITY THEREOF WITH RESPECT TO YOUR USE OF THE SITE.

We may use tools offered by third party services, such as Google, Salesforce, and others, to send data about actions users take on our site. These third party services may use such data to provide measurement services to SmartAC or to target ads. By continuing to browse on our Site, you consent to cookie (or other tracking technologies) collected by SmartAC or its third party vendors, for the purpose of serving targeted advertising.

### **Use of Information We Collect**

No information that we collect that is identifiable to you will be used in any way outside of our company without your express consent, except to the extent identified herein.

We may use information that we collect in the following ways:

- To improve our SmartAC services and products. This includes improvements that are specific to your installation and that improve the products, service, and Site.
- To identify opportunities for you to improve the efficiency of your heating and cooling systems, such as ways to reduce electricity consumption, or identifying devices that are running inefficiently or may be failing.
- To send you alerts that you have enabled, such as fault detection for your heating and cooling systems.
- To send alerts to a service provider that can help you manage fault detections.
- To understand you and your preferences, to enhance your experience, and enjoyment using our Site, Product(s), and Service(s).
- To provide you customer service through email, mail, phone, SMS, mobile application or social media.
- To provide and deliver our products and services you request.
- To send you related information, including confirmations, invoices, technical notices, updates, security alerts, and support and administrative messages.
- To link or combine your information with other personal information we get from third parties, to help understand your needs and provide you with better service(s).
- To provide you with more personalized advertisements related to your heating and cooling systems, which may include providing third party advertising vendors with data collected to target advertising based on the end users' online activity.
- Other uses that increase our ability to serve you as our customer.

SmartAC may store and process personal information in the United States and other countries which may have data protection rules that are different from those of your country.

### **Sharing of Personal Information**

We do not share your personal information with third parties other than as follows:

- with your consent, for example, when you agree to our sharing your information with third parties for their own marketing or service purposes subject to their separate privacy policies.
- with third party vendors, consultants and other service providers who work for us and need access to your information to do that work.
- to (i) comply with laws or to respond to lawful requests and legal process, (ii) to protect our rights and property and that of our agents, customers, members, and others including to enforce our agreements, policies and terms of use or (iii) in an emergency to protect the personal safety of any person.
- in connection with or during negotiation of any merger, financing, acquisition, or dissolution, transaction or proceeding involving sale, transfer, divestiture, or disclosure of all or a portion of our business or assets to another company.

We may also share aggregated or anonymized information which cannot be linked to your specific account or other personal information.

### **Security of your Personal Information**

Due to the nature of the internet, we cannot guarantee the security of any information while it is being transmitted to us or from us via the internet. However, we take reasonable steps to help protect your personal information in an effort to prevent loss, misuse, and unauthorized access, disclosure, alteration, and destruction. SmartAC staff who have access to personal information gathered from the Site are made aware of data protection responsibilities.

### **Your Information Choices and Changes**

You may inform us of any changes in your personal data and in accordance with our obligations under the Data Protection Acts of 1998 and 2003 we will update or delete your personal data. Deletion of personal data may take up to 90 days to process. All non-personal data collected from our sensors will remain on our servers.

You may opt out of receiving promotional emails and SMS from us by following the instructions in those emails. If you opt out, we may still send you non-promotional emails, such as emails about your accounts or our ongoing business relations. You may also send requests about your contact preferences and changes to your information including requests to opt-out of sharing your personal information with third parties by emailing [privacy@smartac.com](mailto:privacy@smartac.com).

Most web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove cookies and to reject cookies. If you choose to remove cookies or reject cookies, this could affect certain features or services of our Service(s). You can opt-out of the collection and use of information for ad targeting by visiting the NAI website opt-out page here: <http://www.networkadvertising.org/choices/> or the DAA opt-out page here: <http://www.aboutads.info/>.

### **California Users: Your California Privacy Rights.**

In addition, California's "Shine the Light" law, Civil Code section 1798.83, requires certain businesses to respond to requests from California customers asking about the businesses' practices related to disclosing personal information to third parties for the third parties' direct marketing purposes. If you wish to find out about any rights you may have under California Civil Code section 1798.83, you may notify us in writing at [privacy@smartac.com](mailto:privacy@smartac.com).

### **Changes to this Policy**

We may change this Policy from time to time. If we make any changes to this Policy, we will change the "Last Updated" date below.

# Hardware Agreement

## Terms, Conditions of sale and Warranty

Please read this Hardware Terms, Conditions of Sale and Warranty language (the "Hardware Agreement") before using SmartAC.com, Inc., its affiliates, subsidiaries, or licensors (hereinafter "SmartAC"), or hardware appliance products (the "Hardware"). By finalizing your purchase order (or any order under SmartAC's online or app-based checkout portal), you, as the purchaser of the Hardware from SmartAC ("you" or "Customer") agree to the terms of this Hardware Agreement, and, if applicable, you also agree to bind to the terms of this Hardware Agreement any end user ("End User") on whose behalf you are making this purchase for (Customer and SmartAC are hereafter referred to individually as "Party" and together as "Parties"). If you and/or the End User, as the case may be, disagree with these terms and conditions, do not finalize your order, or if the order has been placed, return the Hardware immediately upon receipt without using it.

**Payment; Purchase Price and Associated Charges.** Payment must be made at the time of order unless otherwise agreed to by the Parties. Customer will pay the total purchase price plus taxes, shipping and handling, if any, as specified on the invoice or associated purchase order. If shipments are to be made to countries outside the US Customer is also responsible for all taxes related to this purchase and to the import of the Hardware, if applicable, to include but not limited to any and all sales taxes, value-added taxes, import taxes/customs/duties and any other similar taxes imposed by any governmental entity. Moreover, Customer bears the responsibility to report purchases and/or imports as required by local law at their business location and/or at location where the Hardware is delivered by SmartAC.

**Title; Risk of Loss.** Title to the Hardware passes to Customer when the Hardware is paid for in full. However, SmartAC bears all responsibility for loss of or damage to the Hardware during initial shipment after purchase and until Hardware is received by Customer, unless Customer selects its own mode of shipping. In repair cases, risk of loss is borne by Customer for return of the Hardware, but by SmartAC following repair and upon return to Customer.

**Limited Warranties.** SmartAC warrants the Hardware against defects in materials and workmanship under normal use (the "Warranty") as long as the subscription payment is paid and the customer account is in good standing (the "Warranty Period"). Warranty terms can be found at [help.smartac.com](http://help.smartac.com) (or at any successor or related locations designated by SmartAC), as it may be updated from time to time.

SmartAC disclaims all other warranties, express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose, or against hidden or latent defects. SmartAC's responsibility for warranty claims is limited to repair or replacement. SmartAC reserves the right to modify this Warranty at any time, at its sole discretion, and with notice to Customer for new subscriptions.

SmartAC does not warrant that the Hardware or any networks or systems protected by the Hardware will be free from vulnerability, intrusion, attack, or other damage. SmartAC does not warrant that the operation of the Hardware will be uninterrupted or error-free. SmartAC is not responsible for damage arising from failure to follow instructions relating to the Hardware's use. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by accident, abuse, misuse, neglect or failure to properly maintain (to include but not limited to water damage and/or condensation or improper temperatures during storage), or improper installation; (d) to damage caused by electrical disturbances or acts of God, to include but not limited to civil disturbance, war, flood, fire, rodents or insects; (e) where manufacturer's serial numbers have been removed from the Hardware; and (f) to damage caused during shipment (due to Customer's improper packaging) from Customer to SmartAC in the case of Hardware returns for repair.

This Warranty is voided immediately if repair, modification (to include upgrades, expansions or usage or addition of non-manufacturer parts or accessories), alteration or other service is attempted other than by SmartAC. In this regard, the integrity of the appliance casing

(aka the box or sensor) should not be violated for any reason, unless expressly authorized by SmartAC in writing.

**Technical Support.** SmartAC will provide technical support to Customer in accordance with the then-current support policy in effect (see [help.smartac.com](https://help.smartac.com) or any successor or related locations designated by SmartAC) and in accordance with the Warranty provided in section below, unless full payment for the purchase of the Hardware is not received. SmartAC will respond to Customer support problems by phone or by email inquiry (contact information is provided at the support link above). If a support problem cannot be rectified via phone or email, Customer will be provided with return instructions (see the “Repair” section below). Support services will be provided in English.

Customer agrees and understands that it may be necessary for SmartAC to collect, process and use Customer data to perform the support and repair obligations identified herein. This may include the necessity to transfer data to affiliate third parties that are contracted with SmartAC to assist in meeting these obligations. In doing so, SmartAC will (i) protect and keep confidential such information, (ii) not use such information for reasons other than those discussed above, and (iii) not sell, distribute or pass on such information to any third party.

**Repair.** The Customer taking delivery of the Hardware from SmartAC (either the SmartAC reseller or distributor, or the end user customer, as the case may be) should carefully inspect the Hardware upon its delivery. Such Customer should maintain all original packaging upon receiving the Hardware until the Hardware has been installed and is found to be in proper working order.

If the Hardware arrives to such Customer damaged or defective at initial delivery (the date of arrival is referred to herein as the “Delivery Date”), such Customer must notify SmartAC Technical Support (contact information is provided on the SmartAC website at [help.smartac.com](https://help.smartac.com) or at any successor or related locations designated by SmartAC) within thirty (30) days from the Delivery Date of the condition of the Hardware and obtain return instructions if needed. Hardware must then be returned immediately to SmartAC for repair or replacement at SmartAC’s discretion (on the outside of the box, please write the RMA # (Return Merchandise Authorization) and attach a copy of the RMA form provided on the SmartAC website cited above). SmartAC will then arrange for delivery of temporary or permanent replacement Hardware. Such Customer is responsible for properly packing the return shipment of the Hardware. SmartAC will arrange for shipping and insurance.

If such Customer fails to notify SmartAC within thirty (30) days of the Delivery Date, (i) the Refund Policy below will not apply, (ii) Customer will bear the cost of returning the Hardware for repair, and (iii) damaged Hardware will not be accepted.

If during the Warranty Period (as described above) but following the initial thirty (30) day period the Hardware is not working properly, Customer must contact SmartAC Technical Support to confirm the problem and obtain return instructions if needed. The RMA instructions provided above also apply in this case. Customer will pay shipping and insurance costs when returning the Hardware for repair.

If the Hardware is returned for repair or replacement at any time following purchase by Customer and SmartAC discovers that the Warranty is inapplicable due to the reasons provided above (see the “Limited Warranties” section hereof), the Hardware will not be repaired and will be returned to Customer at Customer’s expense, unless Customer authorizes and pays for repair. Whether Customer authorizes repair or not, SmartAC reserves the right to charge a “No Fault Found” fee where the Hardware is found not to be defective due to any fault of the SmartAC.

Any SmartAC reseller or distributor involved in the purchase of the Hardware is not authorized to make any modification, extension, or addition to the Limited Warranties provided by SmartAC herein, although any such reseller or distributor may provide its own warranty in addition to the warranty coverage provided by SmartAC.

It is possible that the contents of Customer’s hardware will be lost or reformatted in the course of repair, and SmartAC and/or its agents are not responsible for any damage to

or loss of programs, data or other information contained on the media or any part of the Hardware serviced, nor to any accessories, parts or external devices installed by Customer. Hardware or a replacement product will be returned to Customer configured as when originally purchased, subject to applicable updates.

**Refund Policy and Product Return.** On a case-by-case basis, SmartAC reserves the right to authorize a full refund of any Hardware purchase made where a refund is requested within thirty (30) days of the Delivery Date. In such cases where a refund is approved, End User will return the Hardware to the SmartAC distributor or reseller which ordered the product or directly to SmartAC if the End User made such order itself. If the Hardware was ordered by a distributor or reseller, such distributor or reseller will coordinate with SmartAC for the return of the Hardware. In either case, Customer is responsible for shipping and insurance charges and any damage to the Hardware which takes place en route to SmartAC. SmartAC reserves the right to charge a nominal re-stock fee for any such returns.

**Not For Sale or Resale.** The Hardware is provided as part of a subscription service and may not be purchased for sale or resale purposes by Customer.

**High Risk Uses.** Customer will not knowingly use the Hardware for usage in connection with any high risk or strict liability activity (including, without limitation, air travel, space travel, firefighting, police operations, vehicle operations, power plant operations or power generation applications, transport management systems, military operations, rescue operations, hospital and medical operations or the like) whereby such usage could cause or contribute to damage to property or injury to persons.

**Hardware Disposal/Recycling.** SmartAC may recycle the Hardware following its use, upon request. Any disposal or recycling of the Hardware must be done in accordance with local government directives.

**Export.** Customer must comply with all export laws and restrictions and regulations of (i) the United States Department of Commerce (see [www.bis.doc.gov/licensing/exportingbasics.htm](http://www.bis.doc.gov/licensing/exportingbasics.htm)), the United States Department of Treasury Office of Foreign Assets Control, or other United States or agencies or authorities, and (ii) of the country or countries in which Customer resides, is doing business in, is exporting to or alike. Furthermore, Customer will not export, or allow the export or re-export of the Hardware in violation of any such restrictions, laws or regulations. Additionally, Customer agrees to comply with the above and represents and warrants that it is not located in, under the control of, nor a resident of any restricted country.

## Questions

If you have any questions about this Policy or to access personal information we may have of yours, please contact us at [privacy@smartac.com](mailto:privacy@smartac.com).

or by writing to:

Privacy Officer  
SmartAC.com, Inc.  
5302 Egbert St.  
Houston, TX 77007  
USA

## Online Information

SmartAC.com support, service and resources are available at [help.smartAC.com](http://help.smartAC.com)

## Warranty Obligor for Region or Country of Purchase

### USA

SmartAC.com, Inc.  
5302 Egbert St,  
Houston, TX 77007  
USA  
+1-832-377-0830

### International

Local representative information (if applicable) is available at [help.smartAC.com](http://help.smartAC.com), or contact:

SmartAC.com, Inc.  
5302 Egbert St,  
Houston, TX 77007  
USA  
+1-832-377-0830

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