

Terms of Service

United Technologies Corporation's subsidiaries and affiliates that operate under the UTC Climate, Controls & Security reporting unit (collectively, "CCS"), as well as its licensors, suppliers, and service providers (collectively, "CCS Suppliers") provide: (1) a CCS user account website that may be accessed via their websites (each, a "Site"), (2) services accessible through the Site ("Web App"), and (3) software that may be downloaded to your smartphone or tablet to access services ("Mobile Apps"), all for use in conjunction with CCS hardware products ("Products") and any underlying software necessary to support the Products. The term "Services" means the Site, Web App, and Mobile Apps.

These Terms of Service ("Terms") govern your access to and use of the Services. These Terms give you specific legal rights, and you may also have other legal rights in addition, which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under these Terms will not apply to the extent prohibited by applicable law. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages or other rights, so those provisions of these Terms may not apply to you.

THIS IS A LEGAL AGREEMENT. BY ACCESSING AND USING THE SERVICES, YOU ARE ACCEPTING AND AGREEING TO THESE TERMS ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT IN CONNECTION WITH THE ACCESS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THESE TERMS ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT. YOU REPRESENT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION OR RESIDENCE TO USE OR ACCESS THE SERVICES AND TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, YOU SHOULD DISCONNECT YOUR PRODUCTS FROM YOUR ACCOUNT (AS DESCRIBED BELOW) AND CEASE ACCESSING OR USING THE SERVICES.

AS DESCRIBED BELOW, YOU ARE CONSENTING TO AUTOMATIC SOFTWARE UPDATE OF THE SERVICES AND OF THE PRODUCTS CONNECTED TO THE SERVICES. IF YOU DO NOT AGREE, YOU SHOULD NOT USE THE SERVICES.

AS DESCRIBED BELOW, SECTIONS 4 AND 5 DESCRIBE IMPORTANT LIMITATIONS OF THE SERVICES, ESPECIALLY IN CONNECTION WITH LIFE SAFETY AND CRITICAL USES. PLEASE READ THESE DISCLOSURES CAREFULLY, AS YOU ARE ACKNOWLEDGING THEM AND ACCEPTING THEM.

1. Overview, Eligibility, Customer Service, Term and Termination, Suspension of Services

(a) Overview and Relation to Other Agreements. These Terms govern your use of the Services. Your purchase of any Product is governed by the limited warranty provided with that Product ("Limited Warranty") and may further be governed by that Product's Terms and Conditions of Sale. The software embedded in that Product (and any updates thereto) ("Product Software") is licensed and governed by that Product's End User License Agreement. Certain features of the Services may be subject to additional guidelines, terms, or rules, which will be posted on the Services in connection with such features. All additional guidelines, terms, or rules, and the Privacy Statement set forth below ("Privacy Statement"), are incorporated by reference into these Terms and you are agreeing to accept and abide by them by using the Services.

(b) Eligibility. You may use the Services only if you can form a binding contract with CCS, and if you are in compliance with these Terms and all applicable local, state/provincial, national, and international laws, rules, and regulations. Any use or access to the Services by anyone under the age of 18 is strictly prohibited and is a violation of these Terms. The Services are not available to any users previously prohibited from using the Services by CCS.

(c) Customer Service. If you have any questions or concerns regarding the Products, the Services, or these Terms, please contact CCS at:

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UTC Climate, Controls & Security
One Carrier Place
Farmington, CT 06032
1-800-Carrier (1-800-227-7437)

(d) Term; No Transfer. These Terms will remain in full force and effect so long as you continue to access or use the Services. At any time, CCS may suspend or terminate your rights to access or use the Services, for any reason, including, but not limited to situations in which CCS in good faith believes that you have used the Services in violation of these Terms, including any incorporated guidelines, terms or rules. If you transfer a Product to a new owner, your right to use the Services with respect to that Product automatically terminates, and the new owner will have no right to use the Product or Services under your Account (as described below) and will need to register for a separate Account with CCS.

(e) Effect of Termination. Upon CCS's termination of your rights to access or use the Services, your Account will terminate immediately.

2. Accounts

To use the Services, you must register for a user account ("Account") and provide certain information about yourself as prompted by the applicable registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; and (c) your use of the Services does not violate any U.S. or other applicable law or regulation (e.g., you are not located in an embargoed country or are not listed as a prohibited or restricted party under applicable export control laws and regulations). You are entirely responsible for maintaining the confidentiality of your Account login information and for all activities that occur under your Account. You may not use another user's account without the express permission of the account holder. You agree to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your Account, and to maintain your password securely to prevent others from gaining access without your permission. You agree to immediately notify CCS of any unauthorized use, or suspected unauthorized use, of your Account or any other breach of security. CCS is not liable for any loss or damage arising from your failure to comply with the above requirements.

3. Access to Services

(a) Access and Use. Subject to these Terms, CCS grants you a non-transferable, non-exclusive, right (without the right to sublicense) to access and use the Services by (i) using the Web App in connection with, and solely for the purpose of, controlling and monitoring the Products installed on your property or otherwise accessing a service explicitly provided by CCS for your use (the "Permitted Purpose"), and (ii) installing and using the Mobile Apps solely on your own handheld mobile device (e.g., iPhone, iPad, or Android smartphone) and solely for the Permitted Purpose.

(b) Automatic Software Updates. CCS may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Services and/or the Product Software ("Updates"). These may be automatically installed without providing any additional notice or receiving any additional consent. You consent to this automatic update. If you do not want such Updates, your remedy is to terminate your Account and stop using the Services and the Product. If you do not terminate a previously created Account, you will receive Updates automatically. You acknowledge that you may be required to install Updates to use the Services and the Product and you agree to promptly install any Updates CCS provides. Your continued use of the Services and the Product is your agreement (i) to these Terms with respect to the Services, and (ii) to the End User License Agreement with respect to updated Product Software.

(c) Interface to Third Party Products and Services. Over time, CCS may provide the opportunity for you to interface the Products and Services to one or more third party products and services, through and using

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the Services ("Third Party Products and Services"). You will decide whether and with which Third Party Products and Services you want to interface. Your explicit consent and authorization will be required for this interface, and will be revocable by you at any time. Once your consent is given for a particular Third Party Product and Service, you agree that CCS may exchange information and control data regarding you and your products, including your personally identifiable information, in order to enable the interface you have authorized. This information will be secured and subject to the Privacy Statement.

(d) Certain Restrictions. The rights granted to you in these Terms are subject to the following restrictions: (i) you agree not to license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services; (ii) you agree not to modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services; (iii) you agree not to access the Services in order to build a similar or competitive service; (iv) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means; (v) you agree not to upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer or communication network, computer, handheld mobile device, data, the Services, the Product, the Product Software, or any other system, device or property; (vi) you agree not to interfere with, disrupt, or attempt to gain unauthorized access to, the servers or networks connected to the Services or violate the regulations, policies, or procedures of such networks; (vii) you agree not to access (or attempt to access) any of the Services by means other than through the interface that is provided by CCS; and (viii) you agree not to remove, obscure or alter any proprietary rights notices (including copyrights and trademark notices) which may be contained in or displayed in connection with the Services. Any future release, update, or other addition to functionality of the Services shall be subject to these Terms.

(e) Open Source. Certain items of independent, third party code may be included in the Web App and/or Mobile Apps that are subject to the GNU General Public License ("GPL") or other open source licenses ("Open Source Software"). The Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software. In particular, nothing in these Terms restricts your right to copy, modify, and distribute such Open Source Software that is subject to the terms of the GPL.

(f) Privacy Policy. Please review the Privacy Policy at www.myinfinitytouch.carrier.com/legal. The Privacy Policy describes practices regarding the information that CCS may collect from users of the Products and Services.

(g) Security. CCS cares about the integrity and security of your personal information. However, CCS cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

(h) Modification, Suspension or Discontinuance of Any Service. CCS reserves the right, at any time, to modify, suspend, or discontinue the Services or any part thereof with or without notice. You agree that CCS will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services or any part thereof.

(i) Access Outside Certain Countries. Although the Site is accessible worldwide, the Products and Services provided or accessed through or on the Site are not available to all persons or in all countries. If you choose to access the Site from outside a country in which CCS supports the Product and Services ("Target Country"), you do so on your own initiative and you are solely responsible for complying with applicable local laws in your country. You understand and accept that the Site is not designed for use in a non-Target Country and some or all of the features of the Site may not work or be appropriate for use in such a country. To the extent permissible by law, CCS accepts no responsibility or liability for any

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damage or loss caused by your accessing or use of the Site in a non-Target Country. You will be bound by these Terms wherever you access or use the Site or use the Services.

4. Agreed Usage and Limitations of CCS Services

(a) Intended Use of CCS Services. The Services are intended to be accessed and used for non-time-critical information and control of CCS products. While we aim for the Services to be highly reliable and available, they are not intended to be reliable or available 100% of the time. The Services are subject to sporadic interruptions and failures for a variety of reasons beyond CCS's control, including Wi-Fi intermittency, service provider uptime, mobile notifications and carriers, among others. You acknowledge these limitations and agree that CCS is not responsible for any damages allegedly caused by the failure or delay of the Services to reflect current status or notifications.

(b) No Life-Safety or Critical Uses of the Services. You acknowledge that the Products and Services are not certified for emergency response. **YOU UNDERSTAND THAT THE PRODUCTS AND SERVICES ARE NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM – CCS DOES NOT MONITOR EMERGENCY NOTIFICATIONS AND WILL NOT DISPATCH EMERGENCY AUTHORITIES TO YOUR HOME IN THE EVENT OF AN EMERGENCY.** In addition, CCS customer service and support contacts are not intended to be and cannot be considered to be a lifesaving solution for people at risk in the home, and they are no substitute for emergency services. All life threatening and emergency events should be directed to the appropriate response services.

(c) Reliability of Notifications. You acknowledge that the Services, including remote access and mobile notifications, are not intended to be 100% reliable and 100% available. We cannot and do not guarantee that you will receive notifications in any given time or at all. **YOU AGREE THAT YOU WILL NOT RELY ON THE SERVICES FOR ANY LIFE SAFETY OR CRITICAL PURPOSES. MOBILE NOTIFICATIONS REGARDING THE STATUS AND ALARMS ON YOUR CCS PRODUCTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY – THEY ARE NOT A SUBSTITUTE FOR A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM.** The information provided by CCS on what to do in an emergency is based on authoritative safety sources, but there is no way for CCS to provide specific information relating to a situation in your home. You acknowledge that it is your responsibility to educate yourself on how to respond to an emergency and to respond according to the specifics of your situation.

(d) Temporary Suspension. The Services may be suspended temporarily without notice for security reasons, system failure, maintenance and repair, or other circumstances. You agree that you will not be entitled to any refund or rebate for such suspensions. CCS does not offer any specific uptime guarantee for the Services.

(e) System Requirements. The Services will not be accessible without: (i) a working Wi-Fi network in your home that is positioned to communicate reliably with the Products; (ii) an Account; (iii) mobile clients such as a supported phone or tablet (required from some functionality); (iv) always-on broadband Internet access in your home; and (v) other system elements that may be specified by CCS. It is your responsibility to ensure that you have all required system elements and that they are compatible and properly configured. You acknowledge that the Services may not work as described when the requirements and compatibility have not been met.

(f) Energy Savings and other Benefits. Unless explicitly promising a "guarantee," CCS does not guarantee or promise any specific level of energy savings or other monetary benefit from the use of the Products or Services or any feature of them. Actual energy savings and monetary benefits vary with factors beyond CCS's control or knowledge. From time to time, CCS may use the Services to provide you with information that is unique to you and your energy usage and suggest an opportunity to save money on energy bills if you adopt suggestions or features of the Product or Services. We do this to highlight an opportunity based on our analysis and information about you and your household. You acknowledge that

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these promotions are not a guarantee of actual savings, and you agree not to seek monetary or other remedies from CCS if your savings differ.

(g) The Services provide you information (“Product Information”) regarding the Products in your home and their connection with other products and services. All Product Information is provided “as is” and “as available”. We cannot guarantee that it is correct or up to date. In cases where it is critical, accessing Product Information through the Services is not a substitute for direct access of the information in the home.

5. Limitations of CCS Services Due to Third Parties.

(a) General. CCS Services rely on or interoperate with third party products and services. These third party products and services are beyond CCS’s control, but their operation may impact or be impacted by the use and reliability of the CCS Services. You acknowledge and agree that: (i) the use and availability of the Services is dependent on third party product vendors and service providers, (ii) these third products and services may not operate in a reliable manner 100% of the time, and they may impact the way that the CCS Services operate, and (iii) CCS is not responsible for damages and losses due to the operation of these third party products and services.

(b) Third Party Service Providers Used By CCS. You acknowledge that CCS uses CCS Suppliers and/or third party services providers to enable some aspects of the Services – such as, for example, data storage, synchronization, communication, and mobile device notifications through mobile operating system vendors and mobile carriers. **YOU AGREE NOT TO RELY ON THE SERVICES FOR ANY LIFE SAFETY OR TIME-CRITICAL PURPOSES.**

(c) Equipment, ISP, and CCS. You acknowledge that the availability of the Services is dependent on (i) your computer, mobile device, home wiring, home Wi-Fi network, and other related equipment (“Equipment”), (ii) your Internet service provider (“ISP”), and (iii) your mobile device carrier (“MDC”). You acknowledge that you are responsible for all fees charged by your ISP and MDC in connection with your use of the Services. You also acknowledge that you are responsible for compliance with all applicable agreements, terms of use/service, and other policies of your ISP and MDC.

(d) Third Party Products and Services that Work With CCS Services. CCS may provide the opportunity for you to interface to Third Party Products and Services. These Third Party Products and Services are not CCS products and services and you agree that CCS is not responsible for damages or loss that may be caused by them.

(e) App Stores. You acknowledge and agree that the availability of the Mobile Apps is dependent on the third party websites from which you download the Mobile Apps, e.g., an “App Store” or “App Market” (each an “App Store”). You acknowledge that these Terms are between you and CCS and not with an App Store. Each App Store may have its own terms and conditions to which you must agree before downloading Mobile Apps from it. You agree to comply with, and your license to use the Mobile Apps is conditioned upon your compliance with, such App Store terms and conditions. To the extent such other terms and conditions from such App Store are less restrictive than, or otherwise conflict with, the terms and conditions of these Terms, the more restrictive or conflicting terms and conditions in these Terms apply.

(f) Third Party Website Links and Referrals. The Site may contain links to other web sites operated by third parties (“Third Party Sites”) and referrals to third party vendors (“Referred Vendors”). Such Third Party Sites and Referred Vendors are not under our control. CCS provides these links and referrals only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to such Third Party Sites or Referred Vendors. Your use of these Third Party Sites and/or Referred Vendors is at your own risk.

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(g) Release Regarding Third Parties. CCS is not responsible for third parties or their products and services, including the App Stores, Third Party Products and Services, Third Party Sites, Referred Vendors, Equipment, ISPs, and MDCs. You hereby release CCS and its licensors and suppliers from any past, present, and future claims, liabilities, and damages, known or unknown, arising out of or relating to your interactions with such third parties and their products and services. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

6. Ownership and Intellectual Property

You acknowledge that all intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Product, Product Software, and Services (i.e., the Site, Web App, and Mobile Apps) are owned by CCS or its affiliates or our licensors. Your possession, access, and use of the Product, Product Software, and Services do not transfer to you or any third party any rights, title, or interest in or to such intellectual property rights. CCS and its affiliates and licensors and suppliers reserve all rights not granted in these Terms. The Services are licensed to you, not sold, under these Terms.

You may only copy parts of the Services (including this Site) on to your own computer for your own personal use. You may not use the content of the Services in any other public or commercial way nor may you make copies or incorporate any of the content of the Services into any other work, including your own web site without the written consent of CCS. You must have a license from us before you can post or redistribute any portion of the Services. CCS retains full and complete title to all content on the Services, including any downloadable software and all data that accompanies it. You must not copy, modify or in any way reproduce or damage the structure or presentation of the Services or any content therein.

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You are solely responsible for all User Submissions uploaded, downloaded, posted, emailed, transmitted, stored or otherwise made available to the site. CCS reserves the right to determine whether any User Submission is appropriate and in compliance with these Terms of Service, and may pre-screen, monitor, filter, restrict, block, move, refuse, modify or remove User Submissions at any time in its sole discretion, without prior notice. CCS does not guarantee the security or availability of any User Submissions transmitted or stored using the Site, and makes no representations that it will monitor access to or use of the Site.

You may choose to, or CCS may invite you to submit comments, suggestions, or ideas about the Products or Services, including how to improve the Products or Services ("Feedback"). By submitting any Feedback, you agree that your submissions are voluntary, gratuitous, unsolicited, and without restriction and will not place CCS under any fiduciary or other obligation. You irrevocably assign to CCS all right, title and interest throughout the world in the Feedback without the right to any compensation or royalties from CCS and, to the extent allowed by applicable law, you waive all moral rights you may have in the Feedback. CCS may use, copy, modify, publish, or redistribute the submission and its contents for any

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purpose. You also agree that CCS does not waive any rights to use similar or related ideas previously known to CCS, developed by its employees, or obtained from other sources.

7. Indemnity

You agree to indemnify and hold CCS and CCS Suppliers harmless from any damages, liabilities, claims or demands (including costs and attorneys' fees) made by any third party due to or arising out of your violation of these Terms. CCS reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify CCS and you agree to cooperate with our defense of such claims. You agree not to settle any such claim without CCS's prior written consent. CCS will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

8. Warranty Disclaimers

(a) THE WARRANTY FOR THE PRODUCT AND PRODUCT SOFTWARE ARE SET FORTH IN THE LIMITED WARRANTY AND THE END USER LICENSE AGREEMENT, RESPECTIVELY.

(b) THE SERVICES ARE PROVIDED FOR YOUR CONVENIENCE, "AS IS" AND "AS AVAILABLE" AND CCS AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT.

(c) CCS AND ITS LICENSORS AND SUPPLIERS MAKE NO WARRANTY THAT DEFECTS WILL BE CORRECTED OR THAT THE SERVICES: (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE COMPATIBLE WITH YOUR HOME NETWORK, COMPUTER OR MOBILE DEVICE; (III) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (IV) WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CCS OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY.

9. Limitation of Liability

Nothing in these Terms and in particular within this "Limitation of Liability" clause shall attempt to exclude liability that cannot be excluded under applicable law.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL (A) CCS, OR CCS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THE SERVICES OR THE PRODUCTS, EVEN IF CCS OR CCS SUPPLIERS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) CCS'S OR CCS'S SUPPLIERS TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE SERVICES AND THE PRODUCTS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO CCS OR CCS'S AUTHORIZED RESELLER FOR THE SERVICES OR THE PRODUCT AT ISSUE IN THE PRIOR 12 MONTHS (IF ANY). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. CCS DISCLAIMS ALL LIABILITY OF ANY KIND OF CCS'S LICENSORS AND SUPPLIERS.

10. Disputes

(a) Contact CCS First. If a dispute arises between you and CCS, our goal is to learn about and address your concerns. You agree that you will notify CCS about any dispute you have with CCS regarding these Terms by contacting CCS.

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(b) **Jurisdiction.** The laws of the State of Connecticut, United States govern these Terms and your use of the Site, and you irrevocably consent to the jurisdiction of the courts located in the State of Connecticut for any action arising out of or relating to these Terms.

11. General

(a) **Changes to these Terms.** CCS reserves the right to make changes to these Terms. You should ensure that you have read and agree with our most recent terms of service when you use the Services. Continued use of the Services following notice of such changes shall indicate your acknowledgment of such changes and agreement to be bound by the terms and conditions of such changes.

(b) **Protection of Confidentiality and Intellectual Property Rights.** Notwithstanding the foregoing, CCS may seek injunctive or other equitable relief to protect its confidential information and intellectual property rights or to prevent loss of data or damage to its servers in any court of competent jurisdiction.

(c) **Entire Agreement/Severability.** These Terms constitute the entire agreement between you and CCS regarding the use of the Services. Any failure by CCS to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Neither party is an agent or partner of the other party.

(d) **Assignment.** These Terms, and any associated rights or obligations, may not be assigned or otherwise transferred by you without CCS's prior written consent. These Terms may be assigned by CCS without restriction. These Terms are binding upon any permitted assignee.

(e) **Notifications.** CCS may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your Account, hard copy, or posting of such notice on the Site. CCS is not responsible for any automatic filtering you or your network provider may apply to email notifications.

(f) **Disclosures.** If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

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