

# Terms of Service

**1. GENERAL:** By installing the Application (as defined below), you agree to be bound by these terms of use (“Terms”). Please review them carefully before installation and/or acceptance.

**2. DEFINITIONS:** The “Application” shall mean the software provided by Rheem to offer services related to Rheem, Rheem’s services and its partners’ services, to be used on Apple® iOS and Android® OS and web accessible devices and any upgrades from time to time and any other software or documentation which enables the use of the Application.

**3. SCALD WARNING AND WATER TEMPERATURE SETTINGS:** Safety and energy conservation are factors to be considered when selecting the water temperature setting of the water heater’s remote control settings when using this Application. Water temperatures above 120°F (49°C) can cause death or severe burns from scalding. Be sure to read and follow the warnings outlined in the user manual of your water heater and included with this product. There is a hot water scald potential if the water temperature is set too high. Households with small children, the disabled, or elderly persons may require a 120°F (49°C) or lower temperature setting to prevent contact with “HOT” water.

## **4. DATA PROTECTION:**

4.1. Any personal information you supply to Rheem when using the Application will be used by Rheem in accordance with its Privacy Statement, as shown on the Privacy Statement tab of this Application. To access the Application or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Application that all the information you provide on the Application is correct, current and complete. You agree that all information you provide to register with this Application or otherwise, including but not limited to through the use of any interactive features on the Application, is governed by our Privacy Statement and you consent to all actions we take with respect to your information consistent with our Privacy Statement.

4.2. If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Application or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

4.3. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

## **5. PROPRIETARY RIGHTS AND LICENSE:**

5.1. All trademarks, copyright, database rights and other intellectual property rights of any nature in the Application together with the underlying software code are owned either directly by Rheem or by Rheem's affiliates.

5.2. Rheem hereby grants you a worldwide, non-exclusive, royalty-free revocable license to use the Application for your business and personal use in accordance with these terms.

**6. OWNERSHIP AND MODIFICATION OF APPLICATION:** You acknowledge that title, ownership and all intellectual property rights in and to the Application and any copies of the Application are owned by and remain with Rheem and its affiliated companies unless otherwise specified. This Application may be changed, improved or updated periodically at any time without notice. Rheem may also make improvements and/or changes in the products referred to in the Application without notice. In order to obtain the latest product information, data sheets, technical information or further details about the Application, you may contact the Rheem directly using the contact information provided in the user manual.

## **7. CONDITIONS OF USE:**

7.1. You will not, nor allow third parties on your behalf to (i) make and distribute copies of the Application (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Application; or (iii) create derivative works of the Application of any kind whatsoever.

7.2. The Application is currently made available to you free of charge for your personal, non-commercial use. Rheem reserves the right to amend or withdraw the Application, or charge for the Application or service provided to you in accordance with these terms, at any time and for any reason.

7.3. You acknowledge that the terms of agreement with your respective mobile network provider ("Mobile Provider") or web access provider ("Web Provider") will continue to apply when using the Application. As a result, you may be charged by the Mobile Provider or Web Provider for access to network connection services for the duration of the connection while accessing the Application or any such third party charges as may arise. You accept responsibility for any such charges that arise.

7.4. If you are not the bill payer for the mobile telephone, computer or handheld device being used to access the Application, you will be assumed to have received permission from the bill payer for using the Application.

**8. THIRD PARTY MATERIALS:** The Application may enable access to Rheem's and third party services and web sites (collectively and individually, "Services"). Use of the Services may require Internet access and may require you to accept additional terms of service.

8.1. You understand that by using any of the Services, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, you agree to use the Services at your sole risk and that Rheem shall not have any liability to you for content that may be found to be offensive, indecent, or objectionable.

8.2. Certain Services may display, include or make available content, data, information, applications or materials from third parties ("Third Party Materials") or provide links to certain third party web sites. By using the Services, you acknowledge and agree that Rheem is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites.

Rheem does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any third-party Services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to you.

8.3. You agree that any Services containing proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Services. No portion of the Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and you shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity.

8.4. In addition, third party Services and Third Party Materials that may be accessed from, displayed on or linked to from the Application are not available in all languages or in all countries. Rheem makes no representation that such Services and Materials are appropriate or available for use in any particular location. To the extent you choose to access such Services or Materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. Rheem, and its licensors, reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will Rheem be liable for the removal of or disabling of access to any such Services. Rheem may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

## **9. AVAILABILITY:**

9.1. This Application is available to handheld mobile devices running Apple® iOS and Android® OS operating systems and web accessible devices. Rheem will use reasonable efforts to make the Application available at all times. However you acknowledge the Application is provided over the internet and mobile networks and so the quality and availability of the Application may be affected by factors outside Rheem's reasonable control.

9.2. Rheem, its group of companies and sub-contractors do not accept any responsibility whatsoever for unavailability of the Application, or any difficulty or inability to download or access content or any other communication system failure which may result in the Application being unavailable.

## **10. SYSTEM REQUIREMENTS:**

10.1. In order to use the Application, you are required to have a compatible mobile telephone or handheld device, internet access, and the necessary minimum specifications ('Software Requirements').

10.2. The Software Requirements are as follows: Apple iOS, Android OS or Internet Explorer 8 or above; Language: English. As the Application is updated, the System Requirements may also be updated. You are responsible for downloading or acquiring the appropriate updates to your mobile or web accessible device to continue use of the Application.

10.3. The version of the Application software may be upgraded from time to time to add support for new functions and services.

## **11. TERMINATION:**

11.1. Rheem may terminate use of the Application at any time by giving notice of termination to you.

11.2. Upon any termination, (a) the rights and licenses granted to you herein shall terminate; (b) you must cease all use of the Application.

## **12. LIMITATION OF LIABILITY:**

12.1. In no event will Rheem be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of your use or access to the Application, including injury whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise.

12.2. Rheem is not liable to you for any damage or alteration to your equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of the Application.

12.3. Nothing in these terms shall exclude or limit Rheem's liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law.

12.4. The Application in this Application may contain technical inaccuracies or typographical errors. Rheem does not warrant the accuracy or completeness of the content in the Application or the reliability of any advice, opinion, statement or other information displayed or distributed through this Application. You acknowledge that any reliance on any such advice, opinion, statement or other information shall be at your sole risk. Rheem and its affiliated companies assume no responsibility for any damage, liability or other loss arising from your use of the Application or any claim of infringement of any third-party's rights or a trade secret violation that arise as a result of your use of the Application. IN NO EVENT SHALL Rheem OR ITS AFFILIATED COMPANIES BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF INFORMATION, LOSS OR INACCURACY OF DATA, LOSS OF PROFITS, LOSS OF SAVINGS, THE COST OF PROCUREMENT OF SUBSTITUTED GOODS, SERVICES OR TECHNOLOGIES, OR FOR ANY MATTER BEYOND ITS REASONABLE CONTROL), ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE APPLICATION, WHETHER IN AN ACTION FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHER ACTION IN TORT, EVEN IF Rheem OR ONE OF ITS AFFILIATED COMPANIES WERE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states or jurisdictions do not allow the exclusion or limitation for certain damages such as direct, incidental, special or consequential damages, so the above limitations may not apply to you.

**13. DISCLAIMER OF WARRANTIES:** To the maximum extent permitted by law, and for the avoidance of doubt, Rheem hereby disclaims all implied warranties with regard to the Application. The Application and software are provided "as is" and "as available" without warranty of any kind.

**14. JURISDICTION AND VENUE:** This Application shall be governed by and construed in accordance with the laws of the State of Georgia of the United States of America and, as to matters affecting copyright, trademark and patents, by United States federal law. In addition, you agree that if any legal action is filed as a result of the use or inability to use the Application contained in this Application, then such action shall be filed in the Georgia State Court or in the United States District Court located in Fulton County, Georgia. By using this Application, you irrevocably consent to the jurisdiction of those courts for all disputes arising out of or relating to the use of the Application.

**15. MODIFICATIONS:** Rheem reserves the right to change or revise these Terms of Use. Please check these Terms of Use periodically for changes and modifications. Your continued use of this Application following the posting of modifications to these Terms of Use constitutes acceptance of these changes. Rheem may terminate, change, suspend or discontinue any aspect of the Application, availability of the Application or features of the Application at any time. Rheem may also

impose restrictions on features and services and may limit your access to the Application without notice or liability.

your continued use of the Application following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

**16. SEVERABILITY:** If any provision or portion of a provision of these Terms of Use is held to be invalid or unenforceable for any reason, such invalidity shall not affect the validity of the balance of that provision and/or remaining provisions of these Terms of Use, which shall remain valid and enforceable.

**17. ENTIRE AGREEMENT:** These Terms of Use constitute the entire agreement between you and Rheem with respect to this Application and supersedes all prior or contemporaneous communications and proposals in any medium between you and Rheem.

**18. MISCELLANEOUS:** Any rights not expressly granted in these Terms of Use are reserved by Rheem and its affiliated companies.

This Application is provided by Rheem Manufacturing Company; 1100 Abernathy Rd, Suite 1400; Atlanta, GA 30328

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