

Congratulations on your new Comfort Sync™ system!

In order to use the online capabilities of your new Comfort Sync™ thermostat, you will need to set up a network connection and register your thermostat. Before you get started, Allied Air Enterprises has an important end user software license agreement for you to read. Please read it carefully before activating your wifi connection.

IMPORTANT: IF YOU DO NOT AGREE TO THESE TERMS, CHOOSE “DECLINE” IN THE BUTTONS BELOW AND DO NOT PROCEED WITH ACTIVATING YOUR CONNECTION AND REGISTERING YOUR THERMOSTAT. YOU WILL STILL BE ABLE TO USE THE STAND-ALONE FUNCTIONALITY OF THE THERMOSTAT, BUT IT WILL NOT OFFER REMOTE MONITORING OR OTHER FEATURES THAT UTILIZE THE INTERNET.

THE COMFORT SYNC™ THERMOSTAT OFFERS INTERNET ACCESS AND REMOTE MONITORING CAPABILITIES.

BY CHOOSING “ACCEPT” IN THE BUTTONS BELOW, YOU AGREE TO THE FOLLOWING TERMS:

1. General

The thermostat software is only licensed to you under the terms of this license agreement. This license is nonexclusive and not transferable. You do not actually own the software. The software is a proprietary asset of Allied Air Enterprises, and Allied Air Enterprises reserves all rights in the software, except you have the right to use it in connection with the normal operation of the Comfort Sync thermostat or thermostats that you have purchased from a qualified dealer. This software may include software provided by third parties. You acknowledge that these third parties may have a proprietary interest in the software.

This license agreement does not allow you to use the software or interfaces or other intellectual property for any other products or accessories. You may not reverse engineer, disassemble, attempt to derive the source code, decrypt, modify or create derivative works of the software (except to the extent otherwise permitted by law).

Allied Air Enterprises may update or replace the software and related documentation from time to time without notice to you. Allied Air Enterprises has no duty to maintain the software. Allied Air Enterprises reserves the right to terminate this license at any time in its sole discretion.

2. User information

In order to use its online capabilities, you will be asked to register your thermostat. By registering, you agree that Allied Air Enterprises and its subsidiaries, affiliates and agents may collect, maintain, process

and use diagnostic, technical and related information. This information will include, but is not limited to, information about your thermostat and your system, your thermostat settings, your internet protocol (IP) address, name, mailing address, email address, cellular phone information, dealer information, and use of the Allied Air Enterprises web sites and will be gathered periodically to help provide software updates, product support and other services. Allied Air Enterprises may disclose information collected about you for business purposes, strictly subject to the privacy specifications set forth in the Allied Air Enterprises Legal/Privacy.

If you choose to register your thermostat with a particular dealer, you are granting that dealer access to information on your thermostat and system on an individual basis. You agree that the dealer may collect, maintain process and use diagnostic, technical and related information. You understand that Allied Air Enterprises has no control or responsibility regarding any dealer's usage of your information. Allied Air Enterprises also does not control and is not responsible for dealer's privacy policy, if any, regarding the use of your information. If you would like to review a dealer's privacy policy regarding the use of your information, you must request the policy from the dealer.

3. Warranty disclaimers

BY AGREEING TO THESE TERMS, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT TO THE EXTENT PERMITTED BY LAW ALLIED AIR ENTERPRISES DOES NOT WARRANT THAT YOUR THERMOSTAT OR THE THERMOSTAT SOFTWARE WILL BE FREE FROM DEFECTS AND ALLIED AIR ENTERPRISES EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, TITLE AND NON-INFRINGEMENT.

AS HOME INTERNET CONNECTIONS CAN BE INHERENTLY SUBJECT TO INTERFERENCE, YOU ACKNOWLEDGE AND AGREE THAT ALLIED AIR ENTERPRISES MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SECURITY OF YOUR INTERNET CONNECTION, YOUR THERMOSTAT, OR THE THERMOSTAT SOFTWARE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE CONNECTIVITY OF THE THERMOSTAT IS NOT INTENDED OR SUITABLE TO BE RELIED UPON IN SITUATIONS OR ENVIRONMENTS WHERE DELAYS, ERRORS OR INACCURACIES PROVIDED BY THE SOFTWARE OR THE THERMOSTAT COULD LEAD TO DEATH, INJURY OR DAMAGE.

4. Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL ALLIED AIR ENTERPRISES BE LIABLE FOR PERSONAL INJURY, OR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE THERMOSTAT OR THERMOSTAT SOFTWARE AND SERVICES OR ANY THIRD PARTY SOFTWARE OR APPLICATIONS USED IN CONJUNCTION WITH THE THERMOSTAT OR THE THERMOSTAT SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF THE DAMAGES WERE FORESEEABLE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS

LIMITATION MAY NOT APPLY TO YOU. In no event shall Allied Air Enterprises total liability to you for all damages (other than as may be required by applicable law) exceed the amount of two hundred dollars (US \$200.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

5. Cancellation

You may cancel your internet connectivity at any time by following the instructions at www.mycomfortsync.com. This will not impact the stand-alone functionality of your thermostat. It will still work with your heating and air conditioning system, but you will no longer have remote access or control of your thermostat.

6. Export Control

You agree that you will not use, export or re-export the thermostat software except as authorized by United States law.

7. Governing Law and Severability

This license agreement is exclusively governed by and construed in accordance with the laws of the State of Texas, excluding its conflict of laws principles, and not including the United Nations Convention on Contracts for the International Sale of Goods. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.

8. Complete Agreement and Amendments

This license agreement constitutes the entire agreement between you and Allied Air Enterprises relating to the thermostat software and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Allied Air Enterprises. Allied Air Enterprises may assign this agreement.

IMPORTANT: IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PROCEED WITH REGISTERING YOUR THERMOSTAT. YOU WILL STILL BE ABLE TO USE THE THERMOSTAT AND IT WILL STILL WORK WITH YOUR HEATING AND AIR CONDITIONING SYSTEM, BUT IT WILL NOT OFFER REMOTE MONITORING OR OTHER FEATURES THAT UTILIZE THE INTERNET.

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