

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY USING THE SERVICES, **OR BY CLICKING TO ACCEPT OR AGREE TO THE TERMS OF SERVICE WHEN THIS OPTION IS MADE AVAILABLE TO YOU**, YOU AGREE TO THESE TERMS OF SERVICE.

GE LIGHTING, A SAVANT COMPANY TERMS OF SERVICE

IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN THE [DISPUTE RESOLUTION](#) SECTION.

Savant Technologies LLC (“**LIGHTING**”, “**we**” “**our**” or “**us**”) offers the line of products of which certain versions may include embedded software (“**Product Software**”, and together with the purchased hardware product will be referred to as “**Products**” herein), related software applications, including any mobile software application, known as the Cync Application (“**Cync**” or “**App**”), the related Website Application (“**WebApp**”) and subscription services available through our website (“**Site**”), the App and WebApp (“**Subscription Services**”). The Site, App, WebApp and Subscription Services are the “**Services**”. These Terms of Service (“**Terms**” or “**Agreement**”) govern your use of our Products (excluding a separate hardware limited warranty that was part of your purchase of the hardware product) and Services (collectively, Products and Services are the “**LIGHTING System**”).

PLEASE READ THE FOLLOWING TERMS VERY CAREFULLY. IF YOU DO NOT AGREE WITH THE FOLLOWING TERMS, DO NOT DOWNLOAD, INSTALL, OR IN ANY WAY ACCESS OR USE THE LIGHTING HOME SYSTEM. BY DOWNLOADING, INSTALLING OR ACCESSING AND USING THE LIGHTING HOME SYSTEM THROUGH THE LIGHTING PRO APP OR WEBAPP, YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY AND CAPACITY TO AGREE AND ACCEPT THESE TERMS AND AGREE WITH AND ACCEPT ALL OF THE FOLLOWING TERMS. These Terms (combined with LIGHTING’s App Privacy Policy and other user agreements in some cases) constitute a binding legal agreement between you and LIGHTING.

LIGHTING has its principal place of business at Nela Park, 1975 Noble Road, East Cleveland, Ohio 44112-6300. LIGHTING customer support is available on the Site at: <https://www.gelighting.com/contact>.

Please read these Terms closely because they contain important information about [automatic renewal](#), a [class action waiver](#), and an [arbitration](#) provision, requiring you to arbitrate any claims you may have against LIGHTING on an individual basis. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY.

If you do not agree with these Terms, please do not purchase, download, access, or use our Products or Services.

GENERAL

This Agreement in combination with any written limited warranty included in or on Product packaging obtained from a LIGHTING authorized dealer, and our App Privacy Policy (see below) represents the entire understanding between you and LIGHTING relating to your purchase or use of the Products and Services and prevails over any prior or contemporaneous, conflicting, or additional communications between you and LIGHTING. All rights not expressly granted herein are reserved by LIGHTING. However, to the extent your use of a Product or Service involves or is integrated with products or services of third-party companies, any terms and policies covering those products or services shall also apply.

The term “**you**,” as used in these Terms, includes any person or entity who downloads the App or WebApp, uses the Services, creates an account, and commissions one or more Products in the App or WebApp (“**Owner**”), as well as any person or entity allowed or authorized to access or use the Owner’s Products and Services or set up an account on the Owner’s behalf (“**Authorized Users**”). Depending on the administrative rights you have given to an Authorized User, such Authorized User may have the ability to use the Services, view, monitor and control your use of the Products and Services, including but not limited to, turning on or off cameras, your entry and security systems, your climate systems, lighting and see your personal information. Owners are responsible for their own actions in connection with the Products and Services, and if you have authorized any additional users, Owner hereby consents to these terms on behalf of all Authorized Users and agrees to be fully responsible for all actions taken by Authorized Users relating to the Owner’s Products, Services and account. As a result, if you are an Owner, you should authorize only those individuals that you trust to access your account, Products, and Services. You must instruct all persons who use the LIGHTING System on its proper use. LIGHTING shall have no liability for any losses or damages resulting from any Authorized Users’ use of the LIGHTING System.

You must be at least 18 years old (or equivalent minimum age in the jurisdiction where you reside) to use the Products and Services by entering into these Terms. If you are between the ages of 13 (or equivalent minimum age in the jurisdiction where you reside) and 17, you may use our Products and Services only with the consent and under the supervision of a parent or legal guardian who agrees to be bound by these Terms on your behalf. If you are a parent or legal guardian of a user between the ages of 13 and 17 (inclusive), you consent to these terms on behalf of such user and you are fully responsible for the acts of such user in relation to our Products and Services. If you’re agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on behalf of that organization or entity and to bind them to these Terms (in which case, the references to “you” and “your” in these Terms, except for in this sentence, refer collectively to you personally and to that organization or entity). Any use or access to the Products and Services by individuals under the age of 13 (or the equivalent minimum age in the jurisdiction where you reside) is strictly prohibited and is a violation of these Terms.

You understand and agree that the LIGHTING System is a service that provides non-time critical information and control over the Products and Services, and that the LIGHTING System is not intended to be 100% reliable or available 100% of the time due to the numerous dependencies on the LIGHTING System not within the control of LIGHTING. We cannot and do not guarantee that you will receive a notification within any given time or at all. It is your responsibility to test and maintain any Products on a regular basis including checking for battery replacement. You acknowledge and accept these limitations and agree that LIGHTING is not responsible for any damages allegedly caused by the failure or delay of the Services.

THE PRODUCTS AND SERVICES ARE NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM. FURTHER, YOU UNDERSTAND THAT UNDER NO CIRCUMSTANCES WILL LIGHTING DISPATCH EMERGENCY SERVICES TO YOUR HOME OR CONTACT EMERGENCY SERVICES IN THE EVENT OF AN EMERGENCY. IN NO EVENT SHOULD YOU CONTACT LIGHTING CUSTOMER SUPPORT IN AN EMERGENCY. YOU ACKNOWLEDGE AND AGREE THAT YOU MUST CONTACT 911, LOCAL POLICE OR FIRE OR OTHER APPROPRIATE LOCAL AUTHORITIES IN THE EVENT OF AN EMERGENCY.

CHANGES TO THESE TERMS AND OUR SERVICES

Except as set forth in the Dispute Resolution section, LIGHTING may modify, update or supplement these Terms at any time by making the updated Terms available through a link in the App, WebApp and on our

Site: <https://www.gelighting.com/m/terms-conditions>. By continuing to use the Products and Services after such changes, you are expressing your acknowledgement and acceptance of the changes and agreement to be bound by such terms (for Quebec residents, any such amendments will take effect 30 days following such notification by LIGHTING). In the event of any error, omission, or other discrepancies between these Terms, including any amendments thereto, and the Terms made publicly available by LIGHTING on our Site, the terms of the latter shall prevail. You may not modify these Terms by making or attempting to make any changes for any purpose. Please check these Terms periodically for updates.

We're always trying to improve our Products and Services, so they may change over time. We may suspend or discontinue support for any Product; we may suspend or discontinue any part of the App, WebApp, Product Software or the Services; we may introduce new features or impose limits on certain features; or we may restrict access to parts or all of the App, WebApp, Product Software or Services. These Terms will govern any upgrades provided by LIGHTING that replace and/or supplement prior versions of the Product or the Services, unless such upgrade is accompanied by new or additional Terms in which case those Terms will govern, as applicable.

LIGHTING is also free to terminate (or suspend access to) your use of the Services or your account, for any reason in our discretion, including your breach of these Terms. We have the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms. You agree not to hold us liable for any losses you may experience as a result of our suspension of your Services or termination of this Agreement for any reason.

PRIVACY POLICY

LIGHTING's App Privacy Policy for our Products and Services (referred to as "**Privacy Policy**") regarding the collection and use of your personal information collected through our Products and Services can be found via a link in the Site, App or WebApp, or in the "Settings" of the App or WebApp and at Privacy Policy on the Site at <https://www.gelighting.com/privacy-policy>. These Terms incorporate the Privacy Policy, and make up part of the agreement to use the LIGHTING System.

SECURITY

LIGHTING has designed the Products and Services with your privacy in mind including designing and implementing reasonable security measures for our Products and Services, but LIGHTING does not guarantee that your personal information or private communications will always remain private from unauthorized third parties or not be subject to such third parties misuse when using the Products and Services. In particular, we make no guarantee on information transmitted over wi-fi or the internet over which we have no control.

INTELLECTUAL PROPERTY

All right, title and interest in the Products and Services and our content provided through the Products and Services (including without limitation information, documents, logos, graphics, designs and images) are owned by LIGHTING, its licensors, or designated third parties and nothing on or in the Products or Services shall be construed as conferring any license under any intellectual property right, whether by estoppel, implication, or otherwise. Except as otherwise noted, LIGHTING is the owner of all worldwide copyright, trade secrets, trademarks, patents, and service marks on or in the Products or Services. These Terms do not grant you any license or right to use any copyright, patent, trade secrets, trademark or other intellectual property of LIGHTING or any third party. You acknowledge that these Terms are an agreement

between LIGHTING and you only, and not with any other entity, including other third parties whose products or services you chose to integrate with any LIGHTING Product or Services from time to time.

a. Scope of License to You. Subject to these Terms and full payment for any Product or Services, LIGHTING grants you a revocable, limited, non-transferable, non-sublicensable, non-exclusive right to access and make personal and non-commercial use of the Products and Services, including a right to separately download, install and use the App on one or more compatible iOS or Android-based mobile devices that you own or control (and as permitted by the usage rules of said iOS or Android-based mobile device) and download, install and use the WebApp on one or more compatible devices for the purposes of using the applicable Product and related Services for your personal or non-commercial use. Further, subject to these Terms, LIGHTING grants to you a limited, non-transferable non-sublicensable, and nonexclusive license to execute one (1) copy of the Product Software, in executable object code form only, solely on the Product that you own or control and solely for use in conjunction with the Product for your personal purposes. This license does not allow you to use the App or WebApp on any device that You do not own or control nor can you use the Product Software on any non-LIGHTING Product. If you run a business, you may purchase Products and use the Services for your own internal, lawful personal and business purposes, but this license does not include any right to resell Products or Services, or otherwise make the Products or Services available for third parties.

b. Restrictions on Your Use. You may not: (i) rent, lease, lend, sell, assign, distribute, redistribute, republish, download, display, sublicense, transmit, host, outsource, disclose, or post or otherwise commercially exploit or make available to any third party the Products or Services or any parts thereof; (ii) copy, decompile, reverse engineer, disassemble, or attempt to derive or discover the source code, object code, underlying structure, ideas or algorithms of the Products or Services, or any documentation pertaining to the Products or Services; (iii) access the Products or Services in order to build a similar or competitive service, software or product; (iv) modify, translate or create derivative works of the Products or Services, any updates, or any parts thereof; (v) use the Products or Services in any manner: (1) that violates any applicable laws, regulations or any provision of these Terms; or (2) to harass, abuse, stalk, threaten, libel, defame or otherwise infringe or violate the rights of any other party; (vi) overburden, disrupt or harm the Products or Services or the systems, servers, or networks of LIGHTING, its affiliates, contractors, agents, subsidiaries, suppliers, or licensors in any unauthorized way including but not limited to uploading, transmitting or distributing any computer viruses, worms or any software intended to damage or alter a computer or communications network, computer, handheld mobile device, data, the Services, the Products, or any other system, device or property; (vii) 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; (viii) access (or attempt to access) any of the Products or Services by means other than through the interface that is provided by LIGHTING; and (ix) remove, obscure or alter any proprietary rights notices (including copyrights and trademark notices) that may be contained in, or displayed in connection with, the Products or Services. Any future release, update or other addition to functionality of the Products or Services shall be subject to these Terms, unless otherwise indicated at the time of release. If you breach the restrictions noted in this section, this Agreement shall terminate immediately without releasing you of any liability associated with such breach. LIGHTING and its licensors reserve the right to change, suspend, remove, or disable access to the Products or Services or to any features or portions of the Products or Services at any time, for any reason (including for any violation by you of these Terms) and without notice. LIGHTING may also impose limits on the use of or access to the Products and certain Services, in any case and without notice or liability. In no event will LIGHTING be liable for the removal or disabling of access to, or the limitation on the use of or access to, the Products or Services.

c. **Term of License.** In the event that any Product Software is included together with the Product, you acknowledge and agree that it is licensed on a device basis, meaning your right to use the Product Software is tied to the life of the Product on which it was originally installed (for clarity), the Product Software is not portable to a new Product or third party product.

d. **Open Source.** You acknowledge and agree that the Product Software or Services may contain or be provided with components subject to terms and conditions applicable to open source software licenses (“**Open Source Software**”). These Terms do not limit your rights under, or grant you rights that supersede the terms and conditions of any Open Source Software.

e. **Feedback.** LIGHTING generally does not accept or consider any unsolicited creative ideas, suggestions or other materials related to our Products or Services, or marketing. However, should you choose to disclose or offer to us by or through our Site, the App, the WebApp or Services any of your feedback, suggestions or other ideas regarding our Products and Services (“**communications**”), including e-mails to LIGHTING or postings on our Site, such communications shall be deemed voluntary, gratuitous, unsolicited and without restriction and does not place LIGHTING under any fiduciary or other obligation to you and shall remain the property of LIGHTING. If you send us such communications, you do so on a NON-CONFIDENTIAL BASIS, and we will have no obligation to keep such information secret, to refrain from using such information, or to compensate you for the receipt or use of such communications. LIGHTING is free to use, for any purpose whatsoever, any communications, including but not limited to publishing, developing, manufacturing, and marketing our Products or Services using such communications. By submitting communications to us through our Site, via e-mail, or by any means, you hereby RELEASE LIGHTING from any liability under any legal theory in connection with the use, modification, sale, or disclosure of any such communications. By uploading or otherwise providing any communications to LIGHTING, you hereby grant LIGHTING, to the extent you retain any rights, the unlimited, perpetual right to reuse, redistribute, modify, and create derivative works from such communications for any purpose and in any media without compensation to you. You also agree that LIGHTING does not waive any rights to use similar or related ideas previously known to LIGHTING, developed by its employees or obtained from other sources.

YOUR COMPLIANCE WITH THE LAW

Laws, including but not limited to laws governing data privacy and data protection, applicable in your jurisdiction may impose certain responsibilities on you and your use of the Products and Services. It is not the responsibility of LIGHTING to ensure that you comply with applicable laws, and you agree that it is your responsibility to ensure that you strictly comply with any applicable laws when you use the Products and Services, including but not limited to:

(1) any laws or regulations relating to the recording, processing, or sharing of video or audio content as well as of any biometric data, including but not limited to, those that include third parties or public spaces,

(2) any laws or regulations requiring that notice be given to or that consent, or explicit consent be obtained from third parties with respect to your use of the Products or Services (including but not limited to, laws or regulations requiring you to display appropriate signage advising others that audio/visual recording is taking place, or that biometric or facial recognition is being employed), and/or

(3) any laws or regulations requiring (a) that installation of any Product which takes visual and/or audio recordings be installed at such an angle that it does not take any recordings beyond the boundary of

your property (including public pavements or roads); and (b) that, if you use your home or property as a workplace, you comply with laws governing the monitoring of employees.

IF YOUR USE OF THE PRODUCTS OR ANY SERVICES IS PROHIBITED BY APPLICABLE LAWS, THEN YOU AREN'T AUTHORIZED TO USE THE PRODUCTS OR SERVICES. IF YOU CHOOSE TO ACCESS THE SERVICES FROM ANY LOCATION YOU DO SO AT YOUR OWN RISK AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAWS, IF AND TO THE EXTENT LOCAL LAWS ARE APPLICABLE. WE CAN'T AND WON'T BE RESPONSIBLE FOR YOUR USING THE SERVICES OR ANY PRODUCTS IN A WAY THAT BREAKS THE LAW.

You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties. You agree to strictly comply with all export laws and regulations. You are solely responsible for obtaining any import, export, re-export approvals and licenses required for software, any technical information, and retaining documentation to support compliance with those laws and regulations.

CONTENT

You are solely responsible for all of your Content. "**Content**" means all audio, video, images, text, or other types of content captured by our Products or provided to us in connection with the Services as well as any submissions by any Authorized User or unauthorized user through your account. You represent and warrant that: (a) you own the intellectual property rights in Content used by you or otherwise have the right to use the Content and grant the license set forth below, and (b) the use of your Content on or through the Services does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person.

OTHER PROHIBITED ACTIVITY

You represent, warrant, and agree that you will not capture any Content or otherwise use the Products or Services or interact with the Products or Services in a manner that:

- Infringes or violates the intellectual property rights or any other rights of anyone else (including LIGHTING);
- Violates any law, ordinance, or regulation, including privacy and other laws referenced above and any applicable export control laws;
- Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, libelous, obscene, or otherwise objectionable;
- Jeopardizes the security of your LIGHTING account or anyone else's (such as allowing someone else to log in to the Services as you);
- Attempts, in any manner, to obtain the password, account, or other security information from any other user;
- Violates the security of any computer network, or cracks any passwords or security encryption codes;
- Runs Mail list, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the

proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);

- "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means); or,
- Engages in remote monitoring to provide childcare, professional child care or medical care for any individual, including without limitation, in any health care and assisted living environment.

A violation of any of the foregoing is grounds for termination of your right to use or access the Products and Services.

USER IDS AND PASSWORDS

You must sign up for an account and select a password and user name ("**User ID**"). You agree to provide us with timely accurate, complete, and updated registration information about yourself. You may not select as your User ID a name that you don't have the right to use or another person's name with the intent to impersonate that person. Also, you agree not to share your account or password with anyone, and you must protect the security of your account and your password. You are responsible for any activity associated with your account. You agree to use 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. You agree to immediately notify LIGHTING of any unauthorized use or suspected unauthorized use of your account, or any other breach of security. LIGHTING is not liable for any loss or damage arising from your failure to comply with the above requirements.

INDEMNIFICATION

To the fullest extent permitted by applicable law, you represent, covenant, and warrant that you will use the Products and Services only in compliance with the terms and conditions of these Terms, related agreements, and all applicable laws and regulations (including but not limited to policies and laws related to spamming, privacy including but not limited to biometric or facial recognition, intellectual property, consumer and child protection, obscenity, libel or defamation). You agree to indemnify, defend, and hold completely harmless LIGHTING, its principals, shareholders, officers, employees, affiliates, contractors, agents, subsidiaries, suppliers, and licensors (collectively, the "**LIGHTING Parties**") against any and all claims, damages, losses, liabilities, settlements, judgments, assessments, fines, penalties, costs and expenses (including reasonable attorney fees) in connection with any claim or action that arises from or related to: 1) a violation of these Terms by you, an Authorized User, or any unauthorized user who accesses the LIGHTING System or your account on your behalf; 2) the use or misuse of the Products or Services in violation of these Terms by you, an Authorized User, or any other unauthorized user who accesses the LIGHTING System or your account on your behalf; 3) communications or Content you or your Authorized User or anyone impersonating you provide; or 4) you, your Authorized User, or any unauthorized user who accesses the LIGHTING System or your account on your behalf, violation of any law or the rights of any third party. This indemnification shall apply even if such actions arise from our negligence, breach of these Terms, strict liability, non-compliance with any applicable law or regulation or other fault. Unless prohibited by your property insurance policy or other insurance, you agree to release the LIGHTING Parties from any claims of any parties suing through your authority or in your name, such as your insurance providers, and you agree to defend the LIGHTING Parties against any such claim. You will notify your insurance provider(s) of this release. To the fullest extent of applicable law, the foregoing indemnification shall not apply to any willful, wanton, intentional or reckless misconduct by LIGHTING

Parties or to any gross negligence by LIGHTING provided local law prohibits indemnification for gross negligence. For any matter for which you are required to provide indemnification under these Terms, LIGHTING may, in its sole discretion, assume exclusive defense and control, at your sole cost and expense. You agree to cooperate with LIGHTING in the defense of any such claim or action. LIGHTING will use reasonable efforts to provide you with timely notice of any such claim or action. You agree that you shall not settle any such claim without the advance written consent of LIGHTING.

UPDATES

Your use of the Products or Services is dependent upon the compatibility of your personal electronic device, smart phone, tablet or computer and your download of LIGHTING Updates. LIGHTING may develop updates, patches, bug fixes, and other modifications to improve the performance of the Products and Services or for other reasons in our sole discretion (“**Updates**”). You agree that such Updates may be automatically installed without providing any additional notice or receiving any additional consent, and you hereby consent to such automatic updates. If you do not agree, you should not use the Products or Service. If an Update requires you to install it and you do not, you acknowledge that the Products and Services may not operate, or continue to operate, as expected. You further acknowledge and agree that LIGHTING may from time to time add new Services and applications, and such future Services and applications may not be supported by or available on your Product(s) and require that you purchase a more recent version of a particular Product or personal electronic device, smart phone or tablet.

CONSENT TO USE OF DATA

You agree that LIGHTING may collect and use any data or information associated with your use of the Products and Services, including but not limited to, technical information about your device, system and application software, and peripherals, and the utilization of those things, that may be gathered periodically to, among other things, facilitate the provision to you of software updates, product support and other services (if any) related to the Products and Services. LIGHTING may use this information in any manner, provided it is in compliance with applicable laws, including: (i) making aggregated and anonymous data information publicly available, (ii) for creating, improving and modifying LIGHTING’s products, product software, applications and services; (iii) for purposes of data gathering, analysis, Services enhancement and marketing; and (iv) to the extent and in the manner required by applicable law. To the extent your device, system or software applications, or peripherals are connected or interconnected to any third-party device, system or software application, or peripheral, the terms and conditions of such third party apply. Any personal information accessed, collected, stored or processed by LIGHTING by the LIGHTING System will be in accordance with the terms of the Privacy Policy.

CLOUD STORAGE SUBSCRIPTIONS

We may offer certain Cloud Storage Subscription Plans with some LIGHTING Products. If you choose to subscribe to a Cloud Storage Subscription Plan, we will automatically receive for storage, certain of your Content, including without limitation, any video, photographic, and/or audio recordings captured by your LIGHTING Product(s) associated with your Cloud Storage Subscription Plan (“**Cloud Recordings**”). For more information on Cloud Storage Subscription Plans, please see Camera Storage Plans.

Cync Camera Cloud Storage Subscription Plans – Free Trial

Users of the Cync camera (the “**Camera**”) are eligible to enjoy a limited-time free trial of LIGHTING’s cloud storage plan for the Camera immediately after setting up a new Camera in the App. When signing up for

the free trial, LIGHTING automatically receives and causes to be stored through a third-party cloud any video, photographic, and/or audio content captured by your Camera.

Camera users enjoying the free trial are not obligated to continue to a paid subscription. However, if a Camera user does not continue to a paid subscription, event clips will no longer be stored in the cloud and footage previously stored in the cloud will be deleted.

Cloud Storage Subscription Plans – Monthly and Annual Subscriptions

When signing up for any Cloud Storage Subscription Plan, LIGHTING receives and causes to be stored through a third-party cloud any video, photographic, and/or audio content captured by your Products. More details on monthly and annual Cloud Storage Subscriptions Plans can be found at <https://cyncsupport.gelighting.com/camera-subscriptions>. Cloud Storage Subscriptions Plans subscriptions cannot be initiated or managed in the App on a user's mobile phone.

The Cloud Storage Subscription Plan entitles the Owner to the benefits of the applicable Cloud Storage Subscription Plan during the applicable subscription period. Subscriptions will begin on the date that the Owner subscribes to the Cloud Storage Subscription Plan and automatically continues until cancelled by you or LIGHTING. Subscription fees are charged on the first day of the subscription period. YOU MUST NOTIFY LIGHTING THAT YOU WOULD LIKE TO CANCEL YOUR CLOUD SUBSCRIPTION STORAGE PLAN PRIOR TO THE NEXT SUBSCRIPTION RENEWAL PERIOD OR YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW. UNLESS CANCELLED IN ADVANCE, YOUR CLOUD SUBSCRIPTION STORAGE PLAN WILL AUTOMATICALLY CONTINUE WITHOUT NOTICE TO YOU AND YOU AUTHORIZE LIGHTING AND ANY APPLICABLE THIRD-PARTY PAYMENT PROCESSOR TO COLLECT THE APPLICABLE SUBSCRIPTION FEES AND ANY TAXES FOR EACH SUCCESSIVE SUBSCRIPTION PERIOD, USING ANY PAYMENT METHOD LIGHTING OR THE THIRD-PARTY PAYMENT PROCESSOR HAS ON RECORD.

Cloud Storage Subscription Plans – Subscription Cancellations and Refund Policy

You can cancel your Cloud Storage Subscription Plan at any time. For more details about canceling a subscription to a Cloud Storage Subscription Plan, please see <https://cyncsupport.gelighting.com/camera-subscriptions>. Upon cancellation, all Cloud Recordings stored by LIGHTING as part of the subscription will be automatically deleted at the end of the paid-for subscription period and will no longer be available to you. Cancellation stops the subscription from renewing on the next applicable renewal date. Prorated refunds will not be issued for cancellations done prior to the next renewal date.

LIGHTING reserves the right to cancel a subscription to a Cloud Storage Subscription Plan at any time and without advance notice if LIGHTING determines that a violation of any of these Terms has occurred. LIGHTING does not give refunds for any Cloud Storage Subscription Plan charges unless the Service is defective, does not match its description, is unavailable or where the law requires that we provide a refund. To terminate your subscription and request a refund for one of the foregoing reasons, please contact LIGHTING Customer Support.

RECORDINGS, CONTENT, AND PERMISSION FROM YOU

LIGHTING does not claim ownership of your intellectual property rights in your Content. Other than the rights you grant to us under these Terms, you retain all rights you have in your Content. However, by purchasing or using our Products and Services, you give LIGHTING the limited right, without any compensation or obligation to you, to access and use your Content for the purposes of providing Services

to you, improving our Products and Services, developing new Products and Services, and as otherwise set forth in our Privacy Policy.

In addition to the rights granted above, you also acknowledge and agree that LIGHTING may access, use, preserve and/or disclose your Content to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if we have a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with applicable law, regulation, legal process, or reasonable preservation request; (b) enforce these Terms, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of LIGHTING, its users, a third party, or the public as required or permitted by law. Deleted Content and Cloud Recordings may be stored by LIGHTING in order to comply with certain legal obligations and are not retrievable without a valid court order.

TERMINATION

This Agreement between you and LIGHTING, including the license granted to you under these Terms, is effective on the date you first use the LIGHTING System until terminated by you or by LIGHTING. You may discontinue use of the Products or Services at any time, but these Terms will continue to govern your use of the Products and Services before that time and any on-going Cloud Storage Subscription Plan. Your rights under these Terms will terminate automatically without notice from LIGHTING if you fail to comply with any term(s) or conditions of these Terms, or any related agreement. You may also elect to terminate these Terms by providing written notice to LIGHTING at: <https://www.gelighting.com/contact>.

SERVICES; THIRD PARTY MATERIALS

LIGHTING uses third party service providers to enable certain aspects of the Products and Services. Use of the Products and Services may require Internet access and that you accept additional terms of service. You acknowledge that acceptance by you of any additional terms of service are your sole responsibility and at your sole risk. You are responsible for obtaining and maintaining any equipment, device, Wi-Fi and internet connections, mobile provider, third party software, upgrades and any other services needed to connect to, access or otherwise use the Products and Services and you are responsible for all fees associated with such use and for compliance with any agreements related to such use. LIGHTING makes no guarantee that the Products or Services will be compatible with all devices such as smart phones, tablets, Wi-Fi routers, or internet connections and that certain devices that work on purchase will continue to work. Certain Products or 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 that would enable you to obtain third-party products or services ("**Third Party Products or Services**"). By using the Services, you acknowledge and agree that LIGHTING 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, websites, products, or Third Party Products or Services. LIGHTING does not warrant or endorse, does not assume, and will not have any liability or responsibility including but not limited to personal injury, bodily damage, death, property damage or harm to you or any other person for any Third-Party Products or Services, Third Party Materials, or websites, 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. Location data provided by any Services is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, or property or environmental damage. Neither LIGHTING

nor any third party content providers guarantee the availability, accuracy, completeness, reliability, or timeliness of any Third Party Materials displayed by any Products or Services and LIGHTING is not responsible for damages and losses due to the operation or delayed operation of any Third Party Products or Services.

INSTALLATION

There may be laws in the jurisdiction that you install a particular Product or Services applicable to where and how to install that Product or Services. You should check that you are in compliance with all relevant laws in your jurisdiction. LIGHTING IS NOT RESPONSIBLE FOR ANY INJURY OR DAMAGE CAUSED BY SELF-INSTALLATION OR INSTALLATION BY A THIRD PARTY.

NO WARRANTY; DISCLAIMERS (THIS SECTION DOES NOT AFFECT THE LEGAL WARRANTY PROVIDED UNDER QUEBEC LAW):

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE PRODUCTS AND SERVICES IS AT YOUR SOLE RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND LIGHTING DISCLAIMS) ANY AND ALL HARM, LOSS, LIABILITY OR DAMAGES RESULTING FROM YOUR USE OF THE PRODUCTS OR SERVICES, INCLUDING BUT NOT LIMITED TO HARM, DAMAGE, LOSS OR LIABILITY TO YOUR HOME, HVAC SYSTEM, PLUMBING, FROZEN PIPES, WATER LEAKS, POOL, PRODUCTS, OTHER PERIPHERALS CONNECTED TO THE PRODUCTS, COMPUTER, TABLET, MOBILE DEVICE, AND ALL OTHER HARM, DAMAGE, INJURY, OR LOSS OF LIFE TO PERSONS OR PETS OR DAMAGE TO PROPERTY IN OR OUTSIDE YOUR HOME.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS, AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, AND LIGHTING HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCTS AND SERVICES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE) INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF DURABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, TITLE, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, AND LIGHTING DOES NOT IN ANY WAY GUARANTEE THE QUALITY, DATA CONTENT, ARTISTIC WORTH OR LEGALITY OF INFORMATION, CONTENT, GOODS OR SERVICES THAT ARE TRANSFERRED, RECEIVED, PURCHASED OR OTHERWISE MADE AVAILABLE OR OBTAINED BY WAY OF THE PRODUCTS OR THE SERVICES.

LIGHTING DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE PRODUCTS OR ANY SERVICES, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, WILL ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION OR MATERIALS, BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, THE PRODUCTS OR SERVICES WILL MEET YOUR OR OTHERS REQUIREMENTS, THAT THE OPERATION OF THE PRODUCTS OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PRODUCTS OR SERVICES WILL BE CORRECTED. UNDER NO CIRCUMSTANCES WILL LIGHTING BE HELD LIABLE FOR ANY HARM RESULTING FROM USING THE PRODUCTS OR SERVICES, DOWNLOADING OR ACCESSING ANY INFORMATION OR MATERIAL THROUGH THE PRODUCTS OR SERVICES, ANY DELAY OR FAILURE IN PERFORMANCE OF THE PRODUCTS OR SERVICES RESULTING DIRECTLY OR INDIRECTLY FROM ANY CAUSES BEYOND LIGHTING'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, MOBILE DEVICE FAILURES OR THEIR CARRIER FAILURES,

TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, HOME WIRING FAILURES, ROUTER, FAILURES, POWER SOURCE FAILURES, ELECTRICAL POWER FAILURES, SATELLITE FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, OR NON-PERFORMANCE OF THIRD PARTIES OR LOSS OF OR FLUCTUATIONS IN HEAT, LIGHT OR AIRCONDITIONING. LIGHTING FURTHER DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, COMPLETENESS, OPERABILITY, INTEROPERABILITY WITH THIRD PARTY PLATFORMS OR SYSTEMS, AVAILABILITY OF ANY CONTENT OR INFORMATION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL, AND PERFORMANCE OF THE PRODUCTS OR SERVICES.

YOU FURTHER ACKNOWLEDGE THAT LIGHTING CANNOT GUARANTEE THE SECURITY OF ANY WIRELESS TRANSMISSION AND WILL NOT BE LIABLE FOR ANY LACK OF SUCH SECURITY. LIGHTING DISCLAIMS ANY LIABILITY OR LOSS FOR FLUCTUATIONS IN LIGHTING, HEATING, OR AIRCONDITIONING. LIGHTING MAKES NO GUARANTEE FOR ANY ENERGY SAVINGS OR OTHER MONETARY BENEFIT FROM THE USE OF THE PRODUCTS OR SERVICES. YOU HEREBY RELEASE LIGHTING FROM ANY LIABILITY FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR OTHER LOSS BASED ON A CLAIM THAT THE LIGHTING HOME SYSTEM FAILED TO GIVE A WARNING OR AN ALERT OF ANY TYPE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LIGHTING OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. LIGHTING DISCLAIMS ANY AND ALL WARRANTIES RELATED TO OR ARISING OUT OF THE SELECTION AND INSTALLATION OF ANY PRODUCTS BY ANY AUTHORIZED OR UNAUTHORIZED DEALER. SHOULD THE PRODUCTS OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OR AS OTHERWISE PROVIDED BY YOUR DEALER. ALL OPEN SOURCE COMPONENTS AND OTHER THIRD PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY IS STRICTLY BETWEEN YOU AND SUCH OWNER OF THIRD PARTY MATERIALS OR DISTRIBUTOR OF OPEN SOURCE COMPONENTS OR OTHER THIRD PARTY MATERIALS.

THE EXCLUSION OF CERTAIN WARRANTIES IS PROHIBITED IN SOME JURISDICTIONS, IN WHICH CASE SOME OF THESE EXCLUSIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL LIGHTING, ITS PRINCIPALS, SHAREHOLDERS, OFFICERS, EMPLOYEES, AFFILIATES, CONTRACTORS, AGENTS, SUBSIDIARIES, SUPPLIERS OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE, PERSONAL INJURY, DAMAGE TO ANY PERSONAL PROPERTY OR DAMAGE TO REAL PROPERTY ARISING UNDER THESE TERMS OR OTHERWISE, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PRODUCTS OR SERVICES, THE DELETION, FAILURE TO STORE, ACCIDENTAL DISCLOSURE, LOSS, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL, THE LEGALITY OF CONTENT OR INFORMATION OR MATERIAL PROVIDED THROUGH THE LIGHTING SYSTEM HOWEVER CAUSED REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, REGARDLESS OF THE THEORY OF LIABILITY (WHETHER BY BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, CONTRIBUTION, INDEMNIFICATION OR OTHERWISE) AND EVEN IF LIGHTING, ITS PRINCIPALS, SHAREHOLDERS, OFFICERS, EMPLOYEES, AFFILIATES, CONTRACTORS, AGENTS, SUBSIDIARIES, SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL LIGHTING'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING DEATH OR BODILY INJURY, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00) OR THE TOTAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES AT ISSUE IN THE PRECEDING 12 MONTHS, WHICHEVER IS GREATER, WHICH WILL BE YOUR SOLE AND EXCLUSIVE REMEDY AGAINST LIGHTING. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. LIGHTING DISCLAIMS ALL LIABILITY OF ANY KIND OF LIGHTING'S LICENSORS, SUPPLIERS AND ANY THIRD PARTIES WHOSE MATERIALS ARE INTEGRATED OR LINKED TO THE LIGHTING SYSTEM. THE LIMITATION OF CERTAIN LIABILITIES IS PROHIBITED IN SOME JURISDICTIONS, IN WHICH CASE SOME OF THESE LIMITATIONS MAY NOT APPLY TO YOU.

IN THE EVENT YOU (1) UTILIZE A THIRD PARTY APPLICATION TO CONTROL YOUR PRODUCTS OR SERVICES; (2) CONNECT A THIRD PARTY DEVICE TO YOUR LIGHTING SYSTEM; (3) UTILIZE A THIRD PARTY API; OR (4) BECOME PART OF A THIRD PARTY CONNECTED HOME SYSTEM, YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL LIGHTING BE RESPONSIBLE FOR THE ACCURACY, FUNCTIONALITY, RELIABILITY, AVAILABILITY, INTEROPERABILITY, LEGALITY OR USEFULNESS OF SUCH APPLICATION, DEVICE, API OR SYSTEM, NOR WILL LIGHTING BE LIABLE FOR ANY DAMAGE THAT MAY OCCUR AS A RESULT OF SUCH USE.

STATUTE OF LIMITATIONS

EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, NO CLAIM OR LEGAL ACTION YOU MAY HAVE ARISING OUT OF THESE TERMS (WHETHER BASED ON THIS AGREEMENT, NEGLIGENCE OR ANY THEORY OF LAW), THE PRODUCTS OR THE SERVICES MAY BE BROUGHT MORE THAN ONE YEAR AFTER THE DATE THE CAUSE OF ACTION FOR SUCH CLAIM ACCRUED.

GOVERNING LAW

LIGHTING controls and manages the Products and Services from its facilities in the United States of America. Unless otherwise stated, materials and content on the Products and Services are presented solely for promoting Products and Services in the United States of America and Canada. Information published on the Products and Services may contain references to products, programs and services that are not announced or available in your country or region. We make no representation that such information, products, programs or services referenced on the Products or Services are legal, available or appropriate in your country or region. The laws of the State of Ohio, excluding its conflicts of law rules, govern this Agreement and your use of the Products and Services (except that in the case of the use of the Products or Services in Quebec by residents of Quebec, this Agreement shall be governed by the laws of Quebec and applicable federal laws of Canada). Your use of the Products or Services may also be subject to other local, state, municipal, provincial, national, or international laws.

ASSIGNMENT/SUBCONTRACT/THIRD PARTY BENEFICIARIES

You may not assign any of your rights and obligations arising under these Terms, and you hereby acknowledge and agree that LIGHTING may assign or subcontract any of its rights and obligations arising under these Terms, in whole or in part, in its sole discretion, without your consent and without notice to you. Our contractors and affiliates shall be direct and intended third party beneficiaries of this Agreement

and may enforce it directly against you. There are no additional third party or intended third party beneficiaries under these Terms.

SEVERABILITY

If any part of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable. The invalidity or unenforceability of any provision of these Terms will not affect any other provision and all such other provisions will remain in full force and effect.

SURVIVAL

All sections of these Terms that by their nature should survive termination will survive termination, including, without limitation, restrictions on use, intellectual property rights, payment, legal actions, indemnification obligations, warranty disclaimers, and limitations of liability.

NO WAIVER

No waiver by LIGHTING of any breach or any provision of these Terms shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of LIGHTING.

DISPUTE RESOLUTION

Mandatory, Bilateral Arbitration and Waiver of Class Actions

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

YOU AND LIGHTING AGREE THAT ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF, OR RELATING TO YOUR USE OF THE PRODUCTS OR SERVICES, TO THIS AGREEMENT, OR TO THE CONTENT, ANY RELATIONSHIP BETWEEN US AND/OR ANY RECORDING ON THE SERVICES AND/OR PRODUCTS SHALL BE RESOLVED ONLY BY FINAL AND BINDING, BILATERAL ARBITRATION, except that:

- (1) you may assert claims in small claims court in your county of residence within the United States if your claims qualify; and
- (2) this agreement to arbitrate does not include your or LIGHTING's right to seek injunctive or other equitable relief in state or federal court in the county of Cuyahoga, Ohio to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

The Federal Arbitration Act (the "FAA"), 9 U.S.C. § 1, et seq., and federal arbitration law apply to this Agreement and govern all questions as to whether a dispute is subject to arbitration.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator, however, can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms.

“Disputes” shall include, but are not limited to, any claims or controversies between you and LIGHTING against each other related in any way to or arising out of in any way from this Agreement, the Products, Services or the Content, including but not limited to cancellations, defects, policies, privacy, advertising, or any communications between you and LIGHTING, even if the claim arises after you or LIGHTING has terminated Services or a user account. Disputes also include, but are not limited to, claims that: (a) you bring against our officers, directors, employees, agents, affiliates, or other representatives; or (b) LIGHTING brings against you. Disputes also include, but are not limited to, (i) claims in any way related to or arising out of any aspect of the relationship between you and LIGHTING, whether based in contract, tort, statute, fraud, misrepresentation, advertising claims, or any other legal theory; (ii) claims that arose before these Terms or out of a prior set of Terms with LIGHTING; (iii) claims that are subject to on-going litigation where you are not a party or a class member; and/or (iv) claims that arise after the termination of these Terms.

DISPUTE NOTICE

Before initiating an arbitration, you and LIGHTING each agree to first provide the other a written notice (“**Notice of Dispute**”), which shall contain: (a) a written description of the problem and relevant documents and supporting information; and (b) a statement of the specific relief sought. A Notice of Dispute should be sent to:

GE Lighting, a Savant company
Attn: Office of the General Counsel
Nela Park, 1975 Noble Road
East Cleveland, Ohio 44112-6300 US
Attention: Legal Department

We will provide a Notice of Dispute to you via the email address associated with your LIGHTING account. You and LIGHTING agree to attempt in good faith to resolve the Dispute before commencing an arbitration and not to commence an arbitration proceeding until a forty-five (45) day post-notice resolution period expires.

ARBITRATION PROCESS AND PROCEDURE

If LIGHTING and you do not reach an agreed upon solution within forty-five (45) days from the original Dispute Notice, then either of us may initiate binding arbitration as the sole means to resolve claims, subject to these Terms. Arbitration shall (1) be administered by the Judicial Arbitration and Mediation Services, Inc. (“**JAMS**”), pursuant to the JAMS Streamlined Arbitration Rules & Procedures then in effect (the “**JAMS Rules**”) and as modified by this agreement to arbitrate, including the rules regarding filing, administration, discovery, and arbitrator fees; (2) be conducted by a single, neutral arbitrator; and (3) take place in the county where you reside or any reasonable location within the United States convenient for you. To the extent that this agreement to arbitrate conflicts with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards for Procedural Fairness (the “Minimum Standards”), the Minimum Standards in that regard will apply.

WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION. Further, unless both of us expressly agree otherwise, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding. If a court decides that applicable law precludes enforcement of any of this subsection’s limitations as to a

particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

If, for any reason, a claim proceeds in court rather than in arbitration, we each waive our right to a jury trial.

YOU THEREFORE UNDERSTAND AND AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND LIGHTING ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION FOR ANY CLAIMS COVERED BY THIS AGREEMENT.

The JAMS Rules are available on its website at <http://www.jamsadr.com/rules-streamlined-arbitration/>. Notwithstanding any JAMS Rules to the contrary or any other provision in the arbitration rules chosen, by agreement, to govern, you and LIGHTING each agree that all issues regarding the Dispute are delegated to the arbitrator to decide. Further, the arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to any claim that all or any part of these Terms are void or voidable, or whether a claim is subject to arbitration. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

HEARING

If your claim does not exceed \$10,000 (USD), you and LIGHTING agree to waive an oral hearing by the arbitrator and the arbitration will be conducted solely on the basis of documents you and LIGHTING submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. To the extent an oral hearing is requested by you or LIGHTING, or deemed necessary by the arbitrator, you and LIGHTING agree that the hearing will be conducted telephonically or videographically.

ARBITRATOR'S DECISION

An arbitrator's award will be a written statement of the disposition of each claim and will also provide a concise written statement of the essential findings and conclusions which form the basis of the award. The arbitrator's decision and award is final and binding, with some limited court review under the FAA, and judgment on the award may be entered in any court of competent jurisdiction.

FEES

It is each parties' responsibility to pay any JAMS filing, case management/administrative, and arbitrator fees as set forth in the JAMS Rules. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, LIGHTING will pay the additional cost. If your claim for damages does not exceed \$25,000 (USD) and you follow the dispute notice procedure set forth above, LIGHTING will pay all such fees unless the arbitrator finds that either the substance of your Dispute or the relief sought was frivolous or was brought for an improper purpose (as measured by the standards set forth in the Federal Rule of Civil Procedure 11(b)).

Small Claims & Government Actions

As an alternative to arbitration, you or LIGHTING may resolve Disputes in a small claims court that has jurisdiction over your claim. These Terms and this arbitration agreement do not prevent you from bringing your Dispute to the attention of any federal, state, or local government agency. Such agencies can, if the law allows, seek relief against LIGHTING on your behalf.