



Hive Terms and Conditions for home customers United States of America

September 2017

These terms

If you've bought one of our Hive products, here's everything you need to know about your purchase.

These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content. Please read these terms and conditions carefully as they will tell you everything you need to know about the terms on which we will deal with each other following your purchase, including an agreement to resolve any disputes by mandatory binding arbitration without a jury, to waive bringing claims by class actions or other representative actions, and a time limit on bringing claims. If you set up a Hive account online or use any Hive product you accept these terms and conditions. If you do not wish to be bound by the dispute resolution terms, you may elect to opt out of them by notifying us in writing within 30 days of purchase (with your name, address, date of purchase, and a clear statement you wish to opt out of these dispute resolution terms). Your right to continue using the products will not be affected. If you do not agree to all the other terms and conditions, however, then you may not use the products and you must return them within 30 days of purchase for a full refund by contacting us as described below.

Information about us and contact details

We, us or our means Centrica Connected Home US, Inc.

You can contact us by email at help.USA@hivehome.com or visit hivehome.com/us.

Our contract with you

How we will accept your order

Our acceptance of your order will take place when we send an email to the email address you give us to accept your order, at which point a contract will come into existence between you and us.

If we cannot accept your order

If we are unable to accept your order, we'll contact you to let you know why. This might be because, for example, the product is out of stock, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

Complaints

If you have any questions or complaints about any product, please contact us. You can email our customer service team at help.USA@hivehome.com.

We will always try to resolve your complaint as soon as we receive it. When we can't, we will aim to send you an acknowledgement of your complaint within 48 hours and tell you who is dealing with the matter so that you know who to contact. Where your case is complex or involves a number of issues, we may need some time to make sure that we have covered everything. We will keep you regularly informed, either by telephone or in writing, while we do so.

Our products are not available for all markets

Our website is solely for the promotion of our products in countries where they have been approved for sale and import. Unfortunately, we do not accept orders from or deliver to addresses outside of these markets.

Our products

Products may vary slightly from their pictures

The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colors accurately, we cannot guarantee that a device's display of the colors accurately reflects their color. Your product may vary slightly in color and design from those images.

Product packaging may vary

The packaging of the product may vary from that shown on images on our website.

Product requirements

Hive products require a Hive Hub to work. To use Hive products, you'll need:

- An existing domestic broadband connection with a spare Ethernet port connection
- An extra power outlet close to your broadband router
- An Android, iOS or Amazon smartphone with an up-to-date operating system if you want to use your smartphone to control your heating and hot water via the Hive app
- An up-to-date supported web browser to use the online dashboard with laptops and other devices (IE10+, Chrome, Safari or Firefox)
- Supported equipment in your home within Wi-Fi communications range, such as compatible-sized light sockets for dimmable LED lighting, grounded three-prong power outlets, and heating systems capable of electronic thermostat control. Not all equipment and configurations are supported.

Our right to make changes

Minor changes to the products

We may change any Hive product:

- to reflect changes in relevant laws and regulatory requirements; and
- to implement technical adjustments and improvements. These changes will not affect normal use of any Hive product.

In addition, we may make other changes to the services we provide and the applicable terms as well as to our privacy policy. If we do, we'll contact you to let you know and you can choose to end the contract and receive a full refund before the changes take effect, or continue under the new terms.

Updates to digital content

As a user of any Hive product or app, you are entitled to receive software updates or upgrades for your devices or app. We may update or require you to update the Hive app software periodically, provided that the app shall continue to match the description of it that we provided to you before you installed it.

Product warranty

One year limited warranty

All products purchased from us are warranted to be free from defects in materials or workmanship for one year from the date that you pair them with the Hive Hub, provided that you pair them within a reasonable period of time from purchase. Within this one year period, if the materials or parts fail to conform to this limited warranty, we will, at our election, either repair or replace them free of charge, or accept return and provide you with a full refund of the purchase price. This is the sole and exclusive remedy for breach of this limited warranty.

This limited warranty applies to material we provide and repairs we carry out, but it doesn't apply to any other unrelated faults with your central heating system or appliances; errors, modifications, or damage caused by you or third parties; usage outside of personal,

indoor, residential applications; failures caused by third-party equipment; failures in Internet connectivity or the performance of your domestic broadband connection; or any Acts of God or other force majeure events not reasonably within our control.

EXCEPT AS STATED ABOVE IN THIS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CENTRICA CONNECTED HOME AND ITS DISTRIBUTORS DISCLAIM ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. THE PRODUCTS ARE OTHERWISE PROVIDED "AS IS," AND HIVE MAKES NO WARRANTY OR GUARANTEE THAT THE PRODUCTS WILL BE ERROR-FREE, CONTINUOUSLY AVAILABLE, OR THAT ANY NOTIFICATIONS OR ALERTS BY OR FROM THE PRODUCTS WILL BE TIMELY DELIVERED OR DELIVERED AT ALL GIVEN APPLICABLE USAGE CAPS WHICH APPLY. YOU ARE RESPONSIBLE FOR THE RESULTS OBTAINED FROM YOUR INSTALLATION AND USE OF THE PRODUCTS WHICH YOU USE AT YOUR OWN DISCRETION AND RISK.

IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL CENTRICA CONNECTED HOME OR ITS DISTRIBUTORS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR YOUR USE OF THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHER CLAIMS FOR LOSS OR DAMAGE TO YOUR HOME, PROPERTY OR BELONGINGS.

Consumer rights

Some states and jurisdictions may not allow the disclaimer or limitation of certain implied warranties, so you and we agree the foregoing will apply to the full extent permitted by applicable law, but you may have different or additional consumer rights by law in your jurisdiction.

Dispute Resolution

If a dispute arises, you agree that all claims, disputes, or controversies between you and us of any nature or kind, whether pre-existing, present, or future, that arise from or relate to the use of the products (**Claims**) that cannot be resolved informally will be resolved by mandatory binding arbitration as described below and will be subject to a one-year period in which to bring such Claim.

Agreement to Arbitrate

If informal efforts to resolve your complaints fail or are not used, you agree that any and all Claims will be resolved exclusively by binding arbitration as described herein, except that:

- you may assert Claims in a small claims court in the United States if your Claims meet the court's jurisdictional requirements; and
- any party may pursue Claims and relief in a court of competent jurisdiction and proper venue regarding alleged infringement of intellectual property rights.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS VERY LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD TO YOU ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND FORMS OF RELIEF AS A COURT COULD (INCLUDING INJUNCTIVE AND DECLARATORY RELIEF AS WELL AS STATUTORY DAMAGES), AND MUST FOLLOW THE LAW AND TERMS OF THIS AGREEMENT AS A COURT WOULD. ANY ARBITRATION OF CLAIMS HEREUNDER WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS AND PRIVATE ATTORNEY GENERAL ACTIONS ARE NOT PERMITTED.

Arbitration Fees

The allocation and payment of all filing, administration and arbitrator fees will be governed by the American Arbitration Association's (**AAA**) rules which limit the amount a consumer is required to pay.

Arbitration Rules

The arbitration will be conducted by the AAA under its applicable rules including the AAA's Supplementary Procedures for Consumer-Related Disputes if your Claim meets those requirements. The arbitration will be conducted in the English language by a single arbitrator who is an attorney-at-law with experience in online services and who is also a member of the AAA National Roster of Arbitrators. If the parties cannot agree on a mutually acceptable arbitrator and location within 15 days after the arbitration is initiated, then the AAA will pick a neutral arbitrator who meets the qualifications and will designate a location within the United States. The AAA's rules are available at www.adr.org, or by calling 1-800-778-7879 toll free, or by calling 1-212-484-4181.

Initiating Arbitration

To begin an arbitration proceeding, you must follow the procedures specified by the applicable AAA rules as described on their website at adr.org.

Arbitration Process

Because appearing in person for arbitration can be unduly burdensome in the circumstances, arbitration hereunder shall not require any personal appearance by the parties or witnesses unless mutually agreed. Either or both parties may participate by written submissions, telephone calls, or other means of remote communication as allowed by the arbitrator.

The arbitration can only decide Claim(s) between the parties involved, and may not consolidate or join the claims of other persons that may have similar claims. There shall be no pre-arbitration discovery except as provided for in the applicable AAA rules. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information.

At the request of any party, the arbitrator shall provide a brief written explanation of the basis for the decision and award. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding on the parties except for any right to appeal under the AAA rules or the Federal Arbitration Act.

Enhanced Recovery

If the arbitrator rules in your favor on the merits of any Claim you bring against us and issues you an award that is greater in monetary value than our last written settlement offer made to you before final written submissions are made to the arbitrator, then we will pay you 150% of your arbitration damages award, up to \$1,000 over and above your damages award.

Time Restrictions on Claims

YOU MUST FILE A COMPLAINT WITH THE AAA OR A PERMITTED COURT WITHIN ONE YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A CLAIM, OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE.

Self installation

If you have bought any Hive product, you are responsible for its safe and proper installation. Please see the product user guide for help on how to do this.

We won't be responsible and no refund will be given for any costs, loss or damage that you suffer which is caused by the incorrect installation of your Hive product.

General conditions

Personal indoor residential use only

All Hive products are sold for personal, indoor, residential use only and must not be resold.

Consent to Automatic Updates

You hereby agree that we may update your Hive products automatically through the Internet without obtaining further consent each time. You agree to use our products only as provided herein and to continue to meet the system requirements listed.

General exclusions

You are solely responsible for the following in relation to your use of the products:

- compatibility of your mobile phone, computer or internet browser with Hive (you can see the minimum system requirements at in the **Requirements** section above or at hivehome.com/us/support);
- any subsequent changes made to your central heating system or broadband internet connection that prevent your Hive product from working;

- any costs, loss or damage that you suffer as a result of not using your Hive product in line with our instructions (including any user guides), or by problems caused by your mobile phone, computer, internet browser or internet connection (rather than the Hive system);
- any costs that you incur by exceeding the permitted data limit on your broadband or mobile phone;
- any loss or damage caused by downloading or upgrading the software connected to any Hive product unless this is caused by us;
- any costs, loss or damage that you experience by unauthorized use of your Hive product (e.g. if your mobile phone or log-in details are lost or stolen). We advise you to keep your log-in details secret and to use pin protection on your mobile phone to prevent unauthorized use of your Hive system. If you believe that someone has gained unauthorized access to your Hive system, you can report this to at help.USA@hivehome.com and we will do what we can to help you reset your Hive log-in details;
- any loss or damage you experience as a result of you or anyone else altering the radio frequency allocations of your system controls;
- any loss or damage you experience following our failure to send you a notification in relation to any product;
- replacing the batteries for your system controls;
- the broadband internet connection to your home; or
- providing a smartphone, computer or internet browser that is compatible with the Hive system.

The Hive website, mobile application and services provided through these may be temporarily unavailable if we have to carry out routine or emergency maintenance. We will try to inform you in advance but it may not always be possible to do so. During maintenance, the remote control function may not be available but you can still control your heating using the thermostats in your home.

FCC Compliance Notice

This device complies with Part 15 of the U.S. Federal Communications Commission (**FCC**) Rules. Operation is subject to the following two conditions:

- this device may not cause harmful interference; and
- this device must accept any interference received, including interference that may cause undesired operation.

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, you are encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna
- Increase the separation between the equipment and receiver
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected
- Consult the dealer or an experienced radio / TV technician for help.

Radio Frequency Exposure

This equipment complies with FCC radiation exposure limits set forth for an uncontrolled environment. In order to avoid the possibility of exceeding the FCC radio frequency exposure limits, human proximity to the antenna shall not be less than 20cm during normal operation.

Changes or modifications not expressly approved by us could void your authority to operate the equipment under FCC rules.

September 2017