

Terms of Use for Frigidaire® Smart Appliances Service

Thank you for choosing a Frigidaire Smart Appliance. These Terms of Use (the “Terms”) are a legally binding agreement which governs your use of the Smart Appliances and the mobile application (“App”) from Frigidaire Home Products, Inc. (“Frigidaire”). The App and your Smart Appliance are collectively the “Service.” Please read these Terms before downloading or using the Service.

- 1. Your Agreement:** You will be required to acknowledge your acceptance of and agreement to these Terms and to the Privacy Policy when you download and/or use the Service. You agree to the collection and use of electronic documents and records in connection with your registration for and use of the Service and that these Terms satisfy any requirement that we provide you this information in writing. If you don’t agree to any of the terms set forth below, please do not download or use the App with your Smart Appliance.
- 2. License:** Frigidaire grants you a non-exclusive, limited, non-sublicensable, non-transferable, and personal license (the “License”) to use the Service with the Frigidaire Smart Appliance you have purchased, subject to your compliance with these Terms and any documentation accompanying your Frigidaire Smart Appliance. The License does not grant you any rights to use any Frigidaire (or its licensors’) names, logos, trademarks, or intellectual property, or any rights other than those specifically stated in these Terms. Except as expressly granted in this License, no other rights are granted to you by implication or otherwise, under any patent, copyright, trade secret, trademark, or other intellectual property right.

The License is effective until terminated. You may terminate the License at any time by uninstalling or deleting the App, deactivating your account, and discontinuing your use of the Service. The License will also automatically terminate if you fail to comply with any term or condition set forth herein. Frigidaire may, in its sole discretion, temporarily or permanently terminate the License at any time without prior notice to you. Upon termination for any reason, you agree to uninstall or delete the App, deactivate your account, and discontinue your use of the Service. Sections 11, 15, 16, 17 and 18 shall survive the termination of the License.

- 3. Registration for the Service:** To use the Service, you must register an account with Frigidaire and provide information about yourself, as prompted by the registration form. By using the Service, you agree to: (a) accurately furnish all contact and other information requested by Frigidaire and notify Frigidaire of any change in the information; (b) properly maintain your Smart Appliance; (c) not use the Service in violation of any laws, regulation, or court order, or for any unlawful or abusive purpose; (d) not use the Service in any manner unintended by Frigidaire; (e) not use the Service in any manner that could harm Frigidaire, its service providers, its brands, or any other person; and (f) comply with any other reasonable requirements or restrictions requested or imposed by Frigidaire. Any use or access to the App by anyone under 13 is strictly prohibited and in violation of these Terms. If you have not reached the age of majority, you may register for and use the App only if you either are

an emancipated minor or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms.

4. **Our Service:** Frigidaire may do any of the following at any time, with or without notice, and without any liability to you: (a) change, suspend, or terminate any features or functionality on the Service, or the Service itself, at any time; (b) impose limits on certain features or functionality; (c) update or change software remotely; and (d) terminate any authorizations, rights, and licenses granted herein. You acknowledge that Frigidaire may choose to charge a fee for the License to use the Service, or a one-time or recurring fee for certain functionalities provided by the Service. If Frigidaire chooses to charge such a fee, Frigidaire will provide you with appropriate notice of the fee and the choice to pay the fee or discontinue use of the Service or applicable functionalities provided by the Service.
5. **Safety:** The Service is provided as a convenience to you. The Service is not a substitute for responsible and safe appliance operation. Please refer to your owner's manual for further information. You should not rely on the Service as a means of preventing accidents, fire, or damage to your appliance or residence. It is your responsibility to ensure that your appliance is maintained in good working order and that your appliance is used in a safe and responsible manner. Frigidaire does not guarantee any results or the accuracy of any results that you may obtain from the Service.
6. **Restrictions on Use:** You may only use the Service for the limited personal purpose of using your Frigidaire Smart Appliance. You may not redistribute, sublicense, sell, rent, loan, lease, assign, or transfer the Service to a third party. If you choose to sell or transfer ownership of your Frigidaire Smart Appliance, you agree that you will deactivate the Frigidaire Smart Appliance from your account on the Service. In addition to the limitations set forth above, you are prohibited from using the Smart Appliance and Service in any way that: (a) is unlawful, threatening, violent, abusive, hateful, defamatory, slanderous, libelous, deceptive, fraudulent, tortious, indecent, vulgar, profane, obscene, or that Frigidaire deems in its sole discretion to be inappropriate; (b) accesses, collects, or stores personal information about others; (c) violates or infringes the rights of anyone else, including, for example, another person's right to privacy; (d) impersonates any person, business, entity, or IP address (e.g., IP spoofing); (e) involves uploading, posting, emailing, transmitting, or otherwise making available any materials that you do not have a right to make available under any law; (f) is commercial in nature, including, for example, advertising, promotional or marketing materials, or spam, phishing or other unsolicited messages; (g) gains or tries to gain unauthorized access to the Service, other computers and networks, or other user data, or that otherwise modifies or interferes with the use or operation of the Service; (h) gains or tries to gain unauthorized access to a Smart Appliance's firmware or software, including by reverse engineering firmware or installing firmware not approved by Frigidaire; (i) imposes an unreasonable or disproportionately large load on Frigidaire's network including but not limited to transmitting spam or using unsolicited mass emailing; (j) alters, damages, or deletes any content provided by Frigidaire; (k) contains computer viruses or other disruptive or

damaging files or programs; and (l) otherwise violates these Terms and Conditions or any other guidelines or policies provided by Frigidaire.

7. **Functional Requirements:** Smart Appliances use your Internet connection to provide you with the Service. You must have a working wireless Internet connection at the location of your Smart Appliance in order to use the Service. You acknowledge that you are responsible for all fees charged by your Internet service provider (“ISP”) and mobile service carrier (“Carrier”) in connection with your use of the Service. You also acknowledge that you are responsible for compliance with all applicable agreements, terms of use/service, and other policies of your ISP and Carrier. Frigidaire is not responsible for any charges or actions that your ISP or Carrier may take against you for using data or the network in violation of your ISP’s or Carrier’s terms and policies.
8. **Functional Limitations:** Frigidaire makes no warranty that the Service: (a) will meet your requirements; (b) will be compatible with your computer or mobile device; (c) will be available on an uninterrupted, timely, secure, or error-free basis; or (d) will be accurate or reliable. You acknowledge and agree that the availability of the Service is dependent on (a) your computer, mobile device, home wiring, and other related equipment (“Equipment”); (b) your ISP; and (c) your Carrier. Frigidaire does not guarantee the reliability or timeliness of communications or notifications from or between you and your Smart Appliance. You agree that the Service are subject to limitations and restrictions outside of Frigidaire’s control, which include such things as wireless network capabilities, Internet availability, environmental conditions (such as buildings, weather, geography, and topography), atmospheric conditions, and other factors associated with the use of the Internet or with satellites and satellite data. Frigidaire is not responsible for these limitations.
9. **Privacy:** Frigidaire collects and stores certain data on or about you and your Smart Appliance. Frigidaire’s Privacy Policy, available for review at www.frigidaire.com/privacy/connected-appliances, describes how Frigidaire will collect, access, use and disclose your personal information and information related to your use of the Smart Appliance and the Service.
10. **Data Security:** Frigidaire is committed to maintaining the security of the data you provide us and will take reasonable precautions to protect your personal information. Because there is always some risk in transmitting information over the Internet, you agree that when you use the Service, your communications may be intercepted by others. For this reason, Frigidaire cannot guarantee the security and privacy of wireless transmissions or transmissions via the Internet, and you agree that Frigidaire will not be liable for any lack of security relating to the use of the Service by you. You agree that you will not hold Frigidaire liable for any damages resulting from any loss of privacy or security occurring in connection with any communications over such networks. Data stored as part of the Service, on a Smart Appliance or App, transmitted over the networks, or stored by Frigidaire, its brands or its service providers may be deleted, modified, or damaged, and Frigidaire will not be liable for any such deletions, modifications or damage.

11. **Third-Party Services:** You may have the opportunity to access goods or services provided by our partners. Frigidaire does not control or endorse these goods or services. Accordingly, you acknowledge and agree that Frigidaire is not responsible or liable for any goods or services provided by any partner or third party.
12. **Copyright:** The Service is protected by copyright laws and international treaties. You may not, nor permit any other person to, copy, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Service, or use any part of the Service for any other purpose other than it was intended. You may not modify, adapt, alter, translate, or create derivative works from the Service.
13. **Service Updates:** Frigidaire may update the Service at any time. You acknowledge that you may be required to update the Service to continue using the Service. Additionally, you acknowledge that Frigidaire may update the Service on the Site without requiring any additional consent or action from you, and you consent to such update.
14. **Term and Termination:** These Terms will remain in full force and effect so long as you continue to use or access the Service, or until terminated in accordance with the provisions of these Terms. Frigidaire may amend or change these Terms from time to time. At any time Frigidaire may (a) suspend your rights to use the Service or (b) terminate these Terms, if Frigidaire in good faith believes that you have used the Service in violation of these Terms. If you transfer your Product to a new owner, your right to use the Service with respect to the Smart Appliance automatically terminates. The new owner will have no right to use the Service under your account and will need to register for a separate account with Frigidaire.
15. **Indemnification:** You agree that you will defend, indemnify, and hold Frigidaire, its parent entity(ies), subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the “Released Parties”) harmless from and against any claim or cause of action arising out of your (a) breach or alleged breach of these Terms, (b) gross negligence, or (c) willful misconduct.
16. **DISCLAIMER OF WARRANTY:** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND FRIGIDAIRE HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. FRIGIDAIRE DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE, THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY THE SERVICE

WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FRIGIDAIRE OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SERVICE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

- 17. LIMITATION OF LIABILITY:** YOUR USE OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK. UNDER NO CIRCUMSTANCE WILL FRIGIDAIRE, ITS AGENTS, LICENSORS, OR SUPPLIERS BE LIABLE TO YOU ON ACCOUNT OF YOUR USE OR MISUSE OF, OR RELIANCE ON, THE SERVICE TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL FRIGIDAIRE, ITS AGENTS, LICENSORS, OR SUPPLIERS BE LIABLE TO YOU FOR ANY ACTUAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES OR OTHER DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR HAVE LEGISLATION THAT RESTRICTS THE LIMITATION OR EXCLUSION OF LIABILITY, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. FRIGIDAIRE'S CUMULATIVE LIABILITY UNDER THESE TERMS FOR ANY AND ALL DAMAGES IS LIMITED TO THE AMOUNT OF THE FEES PAID BY YOU FOR USE OF THE SERVICE (IF ANY) IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO LIABILITY.
- 18. Class Action Waiver, Arbitration:** By your acceptance of these Terms and Conditions and your use of the Service, you waive your right resolve any dispute regarding your use of the Service or arising under these Terms and Conditions on a class basis or as part of a class action lawsuit or arbitration. No civil action concerning any dispute regarding your use of the Service or arising under these Terms and Conditions shall be instituted before any court, and all such disputes shall be submitted to final and binding arbitration.
- 19. Governing Law:** The Terms are governed by and construed in accordance with the laws of North Carolina, without regard to its conflict of laws rules. You expressly agree that the exclusive jurisdiction for any claim or dispute under these Terms and or your use of the Service or your Smart Appliance shall be brought in the federal or state courts located in Mecklenburg County, North Carolina, and you further expressly agree to submit to the personal jurisdiction of such courts for the purpose of litigating any such claim or action. If it turns out that a particular provision in these Terms is not enforceable, that will not affect any other provision.

- 20. Export Law Assurances:** You may not use or otherwise export or re-export the Service, except as authorized by United States law and laws of the jurisdiction in which the Service was obtained. In particular, but without limitation, the Service may not be exported or re-exported (a) into (or to a national or resident of) any U.S. embargoed countries (including without limitation Cuba, Iran, Iraq, Libya, North Korea, Serbia, Sudan, and Syria) or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Service, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.
- 21. Miscellaneous:** These Terms are binding on successors and assigns. Frigidaire will not be responsible for any non-performance or delay attributable in whole or in part to any cause beyond its control. Frigidaire's failure to enforce any term of these Terms shall not constitute a waiver of that provision. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. You acknowledge that you have read these Terms, that you understand them, that you agree to be bound by the Terms, and that the foregoing is the complete and exclusive statement of the Terms.