

Last Updated January 2024

## **My Leviton App Terms of Use**

### **Introduction**

These are terms of use (“**Terms**”) that apply to the use of the My Leviton Mobile & Web App which is used to support Leviton Smart Products, and other related products/accessories, including the right to use any optional Website feature or App tool, and including any updates, that we make available through our websites or any other distribution method, (respectively, the “**App**” or the “**Website**”) and also the terms that apply to any of the services accessible through the App or through any app that we make available for download from any third party application store (collectively, the “**Services**”). These terms of use for the App are provided by Leviton Manufacturing Co., Inc. (“**Leviton**”) and may be used for informational purposes only.

These Terms are meant specifically for firmware/software, but do not replace any hardware terms, including extended warranty, which is activated by purchase and use a Leviton product.

BY ACCESSING AND/OR USING THE APP OR SERVICES, YOU CONFIRM THAT YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND ACKNOWLEDGE THAT THEY CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN US AND YOU (AND, IF RELEVANT, ANY ORGANIZATION ON WHOSE BEHALF YOU ARE ACTING). IF YOU ARE ACTING ON BEHALF OF ANY ORGANIZATION, YOU CONFIRM THAT YOU HAVE THE REQUISITE AUTHORITY, POWER, AND RIGHT TO FULLY BIND THAT ORGANIZATION. IF YOU (OR, IF RELEVANT, YOUR ORGANIZATION) DO NOT AGREE TO ALL OF THESE TERMS (OR IF YOU DO NOT HAVE THE RIGHT TO BIND YOUR ORGANIZATION), YOU ARE NOT PERMITTED TO ACCESS OR USE THE APP OR SERVICES, AND YOU SHOULD NOT PROCEED FURTHER.

In these Terms, unless the context otherwise requires, all further references to you (and your, etc.) means both you as an individual user and also the organization on whose behalf you are acting (if any).

### **Access to the App and Services**

The App may only be accessed and used on a device owned or controlled by you and running the relevant operating system for which the App concerned was designed, so you must make sure you have a compatible device that meets all the necessary technical specifications to enable you to use the App. If you are hosting the App on your server, you need to make sure you have everything necessary to enable you to host the App. You accept responsibility, in accordance with these Terms, for all access to, and use of, the App or Services, by you on any device, whether or not it is owned by you.

We cannot and do not guarantee the continuous, uninterrupted, or error-free operability of the App or Services or that the App or Services will respond at a certain speed (since this depends on a number of factors outside our control). Furthermore, from time to time, we may change, restrict access to or remove some parts of the App, or the entire App and Website, to users, including registered users.

You are responsible for both:

- 1) Making all arrangements necessary for you to have access to the App.

- 2) Ensuring that all persons who access the App through your internet connection are aware of these Terms and comply with them.

### **Account Set-Up and Security**

Accessing the App or some of the resources it offers may require you to register to create an account with us, or to provide other information. You are not obliged to have an account with us or to provide any information, but if you do not do so, you may be unable to use some features, functions, or content of, or access the applicable Services through, the App. All information provided must be complete and accurate.

You agree that all provided information is governed by our Privacy Policy (<https://my.leviton.com/home/privacy>), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

We have the right to disable any username, password, or other identifiers, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

### **Payment and Paid-For Service Subscriptions**

Some Services/features may require payment or paid-for service subscriptions, which give you access to the relevant features, functions, and/or content for the level of the Services requested by you from amongst the available options. Subscription fees are payable as indicated on the App.

It is important to note that your subscription will automatically renew (as long as we continue to make the relevant Service subscription available) at the end of the subscription period at the then-current fee (as indicated on the App) unless you cancel your subscription. We will notify you, by email and on the Website, of any increase in the applicable fees.

If any payments are required, all payments will be made via a third-party payment service. Leviton does not see or keep your payment information.

In the event that automatically renewing subscriptions are unavailable for your selected product, or, automatically renewing subscriptions are available but you did not elect the auto-renewing option, your subscription will end at the conclusion of the subscription period. At that point in time your access may be restricted and data will begin its roll-up/ purge per the Default Policy, as defined in applicable product sheets and/or in the software itself.

### **Intellectual Property Rights**

The App and all of its contents, features, and functionalities, including those from related Leviton products, also including, but not limited to, all text, code, graphics, data, and images ("Content") are owned or licensed, by Leviton with all rights reserved unless otherwise noted. We remain the owners of the App at all times, and we license it to you but do not sell it to you. Any Content that is used as a trademark or logo is also a Leviton-owned, or licensed trademark of Leviton, unless otherwise noted. This App, including all Content, is copyrighted and protected by worldwide copyright laws. You agree to comply with all trademark, copyright, and other laws worldwide in

your use of this site and to prevent any unauthorized copying of the materials. Except as expressly provided herein, Leviton does not grant any express or implied right to you under any patents, trademarks, copyrights, or trade secret information. Your use of any Content, except as provided in these Terms, without the written permission of Leviton, is strictly prohibited. You are also advised that Leviton will enforce its intellectual property rights to the fullest extent of the law, including, but not limited to, criminal prosecution.

If you wish to make any use of material on the App other than as permitted by us under these Terms or as previously agreed to by Leviton in writing, please contact us using the contact details provided at the end of these Terms.

### **Limited License**

Subject to the Terms set forth herein, Leviton grants you a personal, non-exclusive, non-transferable, limited right to access, use and display this App and the Content on the condition that you agree, and abide by said agreement, not to interrupt or attempt to interrupt the operation of the site in any way. You may only use any App or Services, if you are a consumer (and not a business user), for non-commercial, personal use, or, if you are a business user, for the internal business purposes of your organization, and only in accordance with these Terms (and in accordance with any applicable terms of any relevant third party service provider for the device on which you access or use the App) and only for lawful purposes (complying with all applicable laws and regulations), and in a responsible manner.

You may link to the App from any other app or website provided the link is not misleading or deceptive and fairly indicates its destination, you do not imply that we endorse you, your website, or any products or services you offer, you link to (and do not frame or replicate) the home page of the App, and the linked website does not contain any content that is unlawful, threatening, abusive, defamatory, pornographic, obscene, vulgar, indecent, offensive or which infringes on the intellectual property rights or other rights of any third party.

If agreed to by Leviton, you may host the App on your server. If you are hosting the app, then you must ensure that access is restricted to authorized users, that appropriate security measures are taken, and that you and all users abide by these Terms.

### **Restrictions on Use**

Except to the extent expressly set out in these Terms, or as otherwise permitted by Leviton in writing, you are not allowed to:

- republish, redistribute or re-transmit the App or Services;
- copy or store the App other than for your use as permitted by these Terms and as may occur incidentally in the normal course of the use of your browser or mobile device;
- remove or change any content of the App or Services (other than User Content) or attempt to circumvent security or interfere with the proper working of the App or Services or any servers on which it is hosted, or attempt to reverse-engineer the App or Services;
- use the App or Services in a way that might damage our name or reputation or that of any of our affiliates;
- or otherwise do anything that is not expressly permitted by these Terms.

To do anything with the App or Services that is not expressly permitted by these Terms, you will need separate permission from us. Please contact us, using the contact details at the end of these Terms.

## **Functionality and Content**

You agree that accessing and use of the App or Services are on an 'as is' and 'as available' basis and at your sole risk. We reserve the right to change the design, features, and/or functionality of the App or Services at any time, with or without prior notice, but we will not materially downgrade the overall benefits of any agreed-to Services prior to the end of the agreed-upon term.

Except as expressly set out in these Terms, we make or give no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any content of the App or Services and, to the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are hereby excluded. To the fullest extent permitted by law, we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else relying on the content of the App or Services.

We cannot and do not guarantee that any App or Services or its content will be free from viruses and/or other potentially harmful code or elements. It is your responsibility to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy your particular requirements as to the safety and reliability of the App, Services, and Content.

## **User Content**

The App and Services may allow you to submit user-generated content, including feedback, (User Content), and also allow you to communicate that content to your selected recipients (if any). We do not control User Content submitted. You are solely responsible for User Content as submitted by you.

You agree that, by submitting any User Content, you grant us and our affiliates a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, and fully sub-licensable right and license to use, reproduce, modify, publish, translate, distribute, perform and display such User Content (in whole or part) to the extent necessary in order for us to provide the Services.

Although we do not pre-screen User Content, we reserve the right, in our sole discretion, to delete, edit or modify any User Content submitted by you, at any time without prior notice.

## **Information Provided By You**

Leviton does not want you to, and you agree not to, send any confidential or proprietary information to Leviton, other than as necessary for the functionality of the App, or the provision of Services, including via the web, either by e-mail, discussion groups, or chat rooms or through any social media (i.e., Facebook, Twitter, etc.) You agree that any information or materials that you or individuals acting on your behalf provide to Leviton will not be considered confidential or proprietary unless specifically designated as such in writing. By providing any such information or materials to Leviton, you grant to Leviton an unrestricted, irrevocable, worldwide, royalty-free license to use, reproduce, display, publicly perform, transmit and distribute such information and materials, and you further agree that Leviton is free to use any ideas, concepts or know-how that you or individuals acting on your behalf provide to Leviton. You further recognize that Leviton

does not want you to, and you warrant that you shall not, provide any information or materials to Leviton that may be defamatory, threatening, obscene, harassing, or otherwise unlawful, or that incorporates the confidential or proprietary information or materials of another without permission.

### **External Links**

The App and Services may, from time to time, include links to external sites, which may include links to third-party offers and promotions. We include these to provide you with access to information, products, or services that you may find useful or interesting. We are not responsible for the content of these sites or anything provided by them and do not guarantee that they will be continuously available. The fact that we include links to such external sites does not imply any endorsement of, or association with, their operators or promoters.

### **Automated Processes and Artificial Intelligence**

This mobile app may use automated processes and artificial intelligence (AI) to provide you with personalized features and recommendations. We collect and process your data, such as your preferences, behavior, and feedback, to improve our app and deliver better services to you. We respect your privacy and we are committed to protecting your personal information. You can **review our full privacy policy here: <https://my.leviton.com/home/privacy>**. By using this app, you consent to our use of AI and data processing as described in our privacy policy.

### **Termination**

You agree that Leviton, in its sole discretion, may terminate your access to or use of the App or Services at any time, and for any reason, including, but not limited to, if Leviton believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Upon such termination, your right to use the App or Services will cease immediately. You agree that any such termination may be made by Leviton without prior notice to you. You further agree that Leviton will not be liable to you, or any third party, for any termination of access to the website or any information held by Leviton.

You may terminate your access to the App and/or account by contacting us using the information provided at the end of the Terms.

### **Indemnity and Limitations of Damages**

You shall indemnify and hold harmless Leviton, its officers, directors, shareholders, subsidiaries, and employees from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees) incurred in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of the App violates any applicable law or regulation, or the rights of any third party. Your use of the App, Services, Content, and information contained therein is at your own risk.

In no event shall Leviton, its officers, directors, or employees be liable to any person or entity for any direct, indirect, special, consequential, or other damages, including, but not limited to, lost profits, lost revenue, business interruption, loss of information or data, loss of goodwill, related to the use of, or the inability to use, the content, materials, and functions of this website. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is unforeseeable or caused by events outside our reasonable control.

## **International Users and Choice of Law**

This site is operated and administered from within the United States of America. If you access this site from a location outside of the United States, you are responsible for compliance with all local laws. These Terms shall be governed by the laws of the State of New York, without giving effect to its conflict of laws provisions. You agree to submit to the jurisdiction of the courts located in the State of New York, for the resolution of all disputes arising from or related to these Terms and/or your use of the site, and you waive any jurisdictional, venue, or inconvenient forum objections to such courts.

These Terms, as well as Leviton's website Privacy and Disclaimer links, constitute the entire agreement between Leviton and you with respect to your use of the site. If for any reason a court of competent jurisdiction finds any provision of the agreement or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the agreement, and the remainder of this agreement shall continue in full force and effect.

## **Intended Users**

This Website is not intended for persons under 18 years of age. We do not knowingly solicit or collect personal information from or about children, and we do not knowingly market our products or services to children.

## **General**

You may not transfer or assign any or all of your rights or obligations under these Terms. All notices given by you to us must be given in writing (including email) to the contact information set out at the end of these Terms. These Terms may not be modified except with our express written consent. To the extent that these Terms conflict with other terms, these Terms shall control. You agree that all use of the App or related Products and Services shall comply with all applicable laws, regulations, and Leviton instructions and policies.

## **Use of Collected Information**

We may collect personal information via the App or Website. Information that we collect is used to measure and administer the number of registered users and viewer statistics, such as the number of viewers that visit or use the App, average time spent on the App, pages viewed, etc. We use this information to measure the use of our site and to improve the content of our site.

When other information is collected from you, such as your name and e-mail address, Leviton will make commercially reasonable efforts to let you know at the time of collection how this information will be used. Usually, the personal information you provide will only be used to provide the products or services, respond to an inquiry you make or to process your request. This information may be shared with other Leviton businesses or service providers, but only if necessary to fulfill your request or for related purposes. Leviton does not share, sell, or lease personal information about you to any third parties for their marketing use. Leviton will release information about you if you direct it to do so, if Leviton is required by law to do so, or in other legally limited circumstances.

For more information on [how we use the collected information from the App and Products/Services](https://my.leviton.com/home/privacy), please see <https://my.leviton.com/home/privacy>. If you register with one of Leviton's business units online, they may use your information to provide you with custom

information about Leviton's offerings in support of your business needs. You should review the privacy policy associated with that Leviton business' website for further information about that Leviton business' privacy practices.

### **Access to Collected Information**

You may review and update the information that you provide to Leviton through this site by contacting us as described below.

### **Changes to these Terms**

Leviton reserves the right, at its sole discretion, to change, modify, add or remove any portion of these terms or the App, in whole or in part, at any time, without notice. Changes to these Terms or the App will be effective when made. Leviton will endeavor to give notice when such changes occur. Your continued use of the App after any changes to these Terms are posted will be acceptance of those changes.

### **Contact Us**

Please submit any questions you have about these Terms or any other questions to [DSSupport@leviton.com](mailto:DSSupport@leviton.com) or write to us at the address shown in this App.