

## **TERMS OF SERVICE**

These Terms of Service (these “Terms”) govern your access to and use of Services provided by Spectrum Brands, Inc. d/b/a “Kwikset” and/or “Weiser” and their subsidiaries and affiliates and, collectively, (“Kwikset/Weiser”). As used herein, “Services” means (a) the website(s) located at or via [www.goconcourse.com](http://www.goconcourse.com) (the “Site(s)”), (b) cloud services accessible through the Site, Kwikset/Weiser mobile applications (“App(s)”), and Kwikset/Weiser wifi- and/or Bluetooth-enabled lock or other Kwikset/Weiser product (“Product(s)”), and (c) use and/or access of the Product, Site, and/or App(s) via your Device(s).

THESE TERMS ARE A BINDING LEGAL CONTRACT. BY ACCEPTING THESE TERMS THROUGH THE SITE OR APP, SETTING UP A USER ACCOUNT, AND/OR BY ACCESSING AND USING THE SERVICES (INCLUDING THE SITE(S) AND/OR APP(S)), YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ACCEPT AND AGREE TO THESE TERMS ON BEHALF OF YOURSELF AND/OR THE ENTITY THAT YOU REPRESENT. YOU REPRESENT THAT YOU ARE OF SUFFICIENT LEGAL AGE TO USE OR ACCESS THE SERVICES AND PRODUCTS AND TO ENTER INTO THESE TERMS. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, YOU MUST IMMEDIATELY CEASE ACCESSING OR USING THE SERVICES.

### **1. ADDITIONAL TERMS AND POLICIES; CHANGES/UPDATES.**

These Terms govern your use of the Services. Your purchase of a Product is governed by the limited warranty provided with that Product (“Limited Warranty”) and by the applicable terms and conditions of sale. The software embedded in a Product or installed on your mobile device (“Device”) (and any updates thereto) (“Software”) is licensed and governed by the Kwikset/Weiser End User License Agreement available at [www.goconcourse.com](http://www.goconcourse.com). Certain features of the Services may be subject to additional terms, conditions, or guidelines, which will be provided to you in connection with your use of such features. All additional terms, conditions, or guidelines, and the Kwikset/Weiser Privacy Policy, available at [www.goconcourse.com](http://www.goconcourse.com), are incorporated by reference into these Terms.

Kwikset/Weiser may update these Terms at any time by posting the new version of the Terms on the Site, or in the Apps. You should ensure that you have read and agree with the most recent Terms when you use the Services and Products. By continuing to use the Services after updates become effective, you agree to be bound by the updated Terms. IF YOU DO NOT AGREE WITH ANY OF THE CHANGES TO ANY OF THE TERMS, YOU MUST STOP USING THE SERVICES. Kwikset/Weiser employees are not authorized to vary these Terms. These Terms may be modified only (a) by obtaining Kwikset/Weiser’s written consent in an agreement signed by a duly-authorized officer of Kwikset/Weiser; or (b) as set forth in this paragraph.

### **2. USE OF SERVICES.**

Subject to these Terms, you may access and use the Services in connection with, and solely for the purpose of, controlling and monitoring the Product installed on your property, or that you have

been validly authorized to access, or to otherwise access a Service provided by Kwikset/Weiser for your personal, non-commercial use. You agree to comply with all instructions, usage rules and documentation Kwikset/Weiser provides from time to time with respect to the Services.

Kwikset/Weiser reserves the right, at any time, to modify, suspend or discontinue the Services or any part thereof with or without notice. You agree that Kwikset/Weiser will not be liable to you or to any third party for any modification, suspension or discontinuance of the Services or any part thereof. Kwikset/Weiser may also change or remove at any time any features currently offered as part of the Services, or the Services themselves.

### **3. USER ACCOUNTS.**

You are required to create a user account (“Account”) and provide certain information about yourself to access certain Services. You represent and warrant that all information you provide to Kwikset/Weiser is accurate and complete, and you agree to update your Account information as necessary, including your correct email address, so that Kwikset/Weiser may send you notifications and other account-related communications. You are solely responsible for maintaining the accuracy and confidentiality of your Account login information, and for all activities that occur under your Account, whether or not authorized by you. You agree to use strong and non-obvious passwords (e.g. that contain a combination of upper and lower case letters, numbers and symbols), with your Account and to maintain the confidentiality of your Account password. Kwikset/Weiser also recommends that you utilize appropriate security protocols on any Device(s) used to access the Services. You must notify Kwikset/Weiser immediately of any unauthorized use of your Account, login information or password, and you should immediately change your password to prevent further unauthorized use.

### **4. PRODUCT REGISTRATION AND AUTHORIZED USERS.**

In order to use Services to operate a Product, the Product owner (“Owner”) must register the Product with the Owner’s Account. An Owner has three options for authorizing third parties (each, an “Authorized User”) to access the Owner’s Products and associated Services, each with a different level of access:

- Administrator – An Administrator must be invited by the Owner to access the Owner’s Product and will be prompted to create an Account. An Administrator has the ability to monitor and control the Product, change Product access codes, view Owner Account information, and invite other Authorized Users.
- Member – A Member must be invited by the Owner or an Administrator to access the Owner’s Product and will be prompted to create an Account. A Member has the limited ability to operate the Product through the App, but may not change Product access codes, view Owner Account information, or invite other Authorized Users.
- Guest – An Owner or Administrator may use the Services to send a Product access code to a Guest via email or SMS. A Guest is not required to create an Account and does not have remote access to the Product or Services.

Authorized Users should be aware that the Owner and any Administrator of the Product may see information about their use of and access to the Product and Services, and may revoke or limit access rights in their discretion, without notice. If you have received an invitation to become an Authorized User and do not want to access the Product or Services, you must decline the invitation and must not use the Services.

These Terms apply to all use of the Services by Authorized Users. The Owner shall be fully responsible for managing access levels, settings, and permissions granted to Authorized Users, as well as all actions taken by Authorized Users and unauthorized users relating to the Owner's Products, Services and property, as well as the Site. The Owner shall indemnify and hold harmless Kwikset/Weiser from any and all costs, damages, losses or expenses incurred in respect of such Authorized Users. If you are an Owner, you should only authorize those individuals whom you trust to access your Product(s) and the Services. If you transfer ownership of your Product to a new Owner, please note that your Account is not transferable, and the new Owner will have to register for a separate account in order to use the Services.

## **5. SERVICE RESTRICTIONS.**

You agree not to: (a) use the Services for any illegal purpose or in violation of any local, state, provincial, federal, national, or international laws; (b) violate or encourage others to violate any right of or obligation to a third party, including by infringing, misappropriating, or violating intellectual property, confidentiality, or privacy rights; (c) transmit content on or through the Services that is harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false or misleading, or incites an illegal act; (d) intimidate or harass another through the Services; (e) impersonate another person or entity, misrepresent your affiliation with a person or entity, or attempt to use another's Account or personal information without authorization when using the Services; (f) use the Services or any information provided through the Services for the transmission of advertising or promotional materials, including junk mail, spam, chain letters, pyramid schemes, or any other form of unsolicited or unwelcome solicitation; (g) use the Services in any manner that could disable, overburden, damage, or impair the Services, or interfere with any other party's use and enjoyment of the Services, including by uploading or otherwise disseminating any virus, adware, spyware, worm or other malicious code, or interfering with or disrupting any network, equipment, or server connected to or used to provide any of the Services, or violating any regulation, policy, or procedure of any network, equipment, or server; (h) resell, rent, lease, transfer, assign, distribute, host or otherwise make commercial use of the Services; (i) modify, make derivative works of, disassemble, reverse-compile or reverse-engineer any part of the Services; (j) access the Services in order to build a similar or competitive service or product; (k) access (or attempt to access) any of the Services by means other than through the interface that is provided by Kwikset/Weiser, or (l) attempt to, or encourage or enable any other individual to, do any of the foregoing.

## **6. THIRD-PARTY WEBSITES, PRODUCTS AND SERVICES.**

Kwikset/Weiser may allow the Services to be used in connection with third-party products or services, and may provide links and interfaces to, as well as content and data from, third-party websites, products and services (“Third-Party Service(s)”). You are solely responsible for deciding whether to interface with Third-Party Services, and with which Third-Party Services to interface with. By accessing or using Third-Party Services, you authorize Kwikset/Weiser to exchange information with such Third-Party Services regarding you, your Authorized Users, your Products and use of Services, including your and your Authorized Users’ personal information, in order to enable the Third-Party Service interface and functionality you have requested. You acknowledge and agree that Kwikset/Weiser makes no representation or warranty about any Third-Party Services or the interface with Products or Services, and that any links or interfaces to Third-Party Services are provided solely as a convenience to you. To the fullest extent permitted by applicable law, Kwikset/Weiser is not responsible for your use of any Third-Party Service or any personal injury, death, property damage, or other harm or losses arising from or relating to use of any Third-Party Services by you, your Authorized User(s), and/or any unauthorized user(s) of your Device(s). Kwikset/Weiser has no control over such Third-Party Services or their privacy policies or terms of use, which are solely governed by such third-party’s policies and terms. You should review the terms of use and privacy policies of such Third-Party Services before using them.

You shall not interface or attempt to interface the Services with any Third-Party Service that has not been authorized by Kwikset/Weiser.

## **7. INTELLECTUAL PROPERTY.**

The materials and intellectual property incorporated in the Services, including without limitation any and all text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like, and the trademarks, service marks and logos contained therein (“Content”), are owned by Kwikset/Weiser, licensed to Kwikset/Weiser, or used with permission subject to copyright and other intellectual property rights. Content does not include information provided by you. The availability of the Services should not be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Content, through the use of framing or otherwise, without Kwikset/Weiser’s prior written permission or that of such third party that may own the Content. Any use of third-party trademarks in the Services are used only to identify the products and services of their respective owners, and no sponsorship or endorsement on Kwikset/Weiser’s part should be inferred from such use.

Kwikset/Weiser welcomes your reviews, feedback, and other communications, through various forms of media including but not limited to through the Site, so long as such communications comply with these Terms. You grant Kwikset/Weiser a non-exclusive, transferable, sub-licensable, royalty-free, fully paid up, worldwide license in perpetuity to use, copy, publicly perform, digitally perform, publicly display, translate, and distribute reviews, feedback and other communications you provide, submit or post to public areas of the Site(s) (such as forums and review sections) (“Feedback”) and to prepare derivative works based on, or incorporate into other works, such Feedback, with or without attribution. You understand that your Feedback may be visible to, sent to, and viewed by others, and you expressly waive any privacy rights you may otherwise have to such Feedback. You are solely responsible for your Feedback and for the resolution of any disputes that arise because of your Feedback. You shall defend, indemnify, and hold Kwikset/Weiser

harmless from all such disputes. Kwikset/Weiser reserves the right to review, edit and/or delete any Feedback for any or no reason, in its sole discretion. Likewise, Kwikset/Weiser does not undertake to delete and/or edit any Feedback, except as required by law or as otherwise outlined herein.

## **8. COPYRIGHT COMPLAINTS.**

It is Kwikset/Weiser's policy to respond to notices of alleged infringement on the Site in cases where the Digital Millennium Copyright Act ("DMCA") applies. If you believe in good faith that your work has been copied in a way that constitutes copyright infringement under United States copyright law, you must submit a notification to Kwikset/Weiser's Copyright Agent (listed below). Your notification must include:

- Your physical or electronic signature;
- A description of the copyrighted work(s) that you claim has been infringed;
- A description of the location on the Site of the material that you claim to be infringing;
- Your name, address, telephone number, and email address;
- A statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the information in your notification is accurate and that you are authorized to act on behalf of the copyright owner.

Kwikset/Weiser's Copyright Agent can be reached as follows:

Spectrum Brands Holdings, Inc.  
Legal/IP Division  
Copyright Agent  
3001 Deming Way  
Middleton, WI 53562-1431  
By Email: [copyright.noi@spectrumbrands.com](mailto:copyright.noi@spectrumbrands.com)

Upon receipt of a valid notification of alleged copyright infringement by a third party, Kwikset/Weiser's policy is to remove or disable access to the material identified in the notice, forward the written notice to the alleged infringer, and take reasonable efforts to notify the alleged infringer that the material has been removed or disabled.

If a notice of copyright infringement has been filed against you, you may file a counter notification with Kwikset/Weiser's Copyright Agent at the address listed above. To be effective, a counter notification must be a written communication provided to Kwikset/Weiser's Copyright Agent that includes the following:

- Your physical or electronic signature;
- A description of the material that has been removed or to which access has been disabled, and the location where the material appeared before it was removed or access to it was disabled;
- Your name, address, telephone number, and email address; and

- A statement by you, under penalty of perjury, that you have a good faith belief that the material was removed as a result of mistake or misidentification of the material to be removed or disabled;
- A statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, and that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter notification is received by the Copyright Agent, Kwikset/Weiser may send a copy of the counter notification to the original complaining party informing that person that it may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the alleged infringer, the removed content may be replaced, or access to it restored, 10 business days after receipt of the counter notification, in Kwikset/Weiser's sole discretion.

It is Kwikset/Weiser's policy to terminate the account and/or usage privileges of any person who has been determined to be a repeat infringer in accordance with the DMCA.

## **9. TERMINATION; SUSPENSION.**

These Terms remain in effect as long as you and/or any Authorized User(s) and/or any unauthorized user(s) of your Device(s) continue to access or use the Services, or until terminated as provided in these Terms. To the fullest extent permitted by applicable law, Kwikset/Weiser reserves the right to suspend or terminate your access to or use of the Services at any time, with or without cause, and with or without notice. For example, Kwikset/Weiser may suspend or terminate your use if you are not complying with these Terms, or use the Services in any way that may cause Kwikset/Weiser legal liability or disrupt others' use of the Services. Upon termination, your Account and right to use the Services will automatically terminate.

## **10. INDEMNIFICATION.**

You agree to indemnify, defend (using counsel reasonably acceptable to Kwikset/Weiser) and hold harmless Kwikset/Weiser, including its agents, affiliated companies, employees, contractors, directors, officers, licensors and suppliers (collectively, the "Kwikset/Weiser Parties"), from all claims or causes of action, liabilities, damages, costs, fines, penalties, and expenses (including attorneys' fees) occurring from or related to your or your Authorized Users' (a) use or misuse of the Products, Software, Site or Services, including without limitation your negligence or willful misconduct, (b) violation of these Terms, or (c) violations of law or any rights of a third party, or any allegation thereof. Kwikset/Weiser reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate in asserting any available defenses. You shall not settle any such claim without Kwikset/Weiser's prior written consent.

## **11. WARRANTY DISCLAIMERS.**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES. A PORTION OR ALL OF THE FOLLOWING DISCLAIMERS MAY THEREFORE NOT APPLY TO YOU.

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, LEGAL, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY AND ALL WARRANTIES RELATING TO NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, RELIABILITY, TIMELINESS, DURABILITY, QUALITY, AND ACCURACY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE KWIKSET/WEISER PARTIES (a) HAVE NO OBLIGATION TO INDEMNIFY OR DEFEND YOU OR OTHER USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) DO NOT REPRESENT OR WARRANT THAT THE SERVICES WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (c) DO NOT REPRESENT OR WARRANT THAT THE SOFTWARE IS SECURE FROM HACKING, VIRUSES OR OTHER UNAUTHORIZED INTRUSION OR THAT YOUR DATA WILL REMAIN PRIVATE OR SECURE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM KWIKSET/WEISER OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY.

KWIKSET/WEISER DOES NOT WARRANT THE ACCURACY, INTEGRITY, LEGALITY OR COMPLETENESS OF THE CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICES, INCLUDING ANY CONTENT RELATING TO PRODUCTS OR SERVICES OFFERED FOR SALE BY KWIKSET/WEISER. YOU EXPRESSLY AGREE THAT YOUR ACCESS TO, VIEWING OF, BROWSING, VISITING OR USE OF THE SITE AND/OR THE APP IS AT YOUR SOLE RISK. KWIKSET/WEISER DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH OR IN CONNECTION WITH THE PRODUCTS OR SERVICES (INCLUDING, BUT NOT LIMITED TO, “THIRD PARTY SERVICES” CONNECTED THROUGH THE KWIKSET/WEISER SERVICES) OR ANY HYPERLINKED WEBSITE OR SERVICE, AND KWIKSET/WEISER WILL NOT BE A PARTY TO ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY.

## **12. LIMITATIONS OF LIABILITY.**

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. A PORTION OR ALL OF THE FOLLOWING LIMITATIONS MAY THEREFORE NOT APPLY TO YOU.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE KWIKSET/WEISER PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES WHATSOEVER ARISING FROM OR RELATING TO THE SERVICES OR THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOST DATA OR LOST PROFITS, PRIVACY, INFORMATION SECURITY, YOUR RELIANCE ON THE SERVICES OR ANY INFORMATION OBTAINED THROUGH THE SERVICES, OR THAT RESULT

FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE. IF THE KWIKSET/WEISER PARTIES SHOULD NEVERTHELESS BE FOUND LIABLE, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS, DAMAGE OR INJURY ARISING UNDER THESE TERMS OR OTHERWISE, THEIR TOTAL MAXIMUM LIABILITY IS LIMITED TO USD \$100.00 WHICH WILL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST THE KWIKSET/WEISER PARTIES. IN THE EVENT THE CLASS ACTION WAIVER PROVIDED UNDER SECTION 12 IS DETERMINED TO BE INVALID OR UNENFORCEABLE BY A COURT, ARBITRATOR, OR OTHER TRIBUNAL OF COMPETENT JURISDICTION, THEN KWIKSET/WEISER'S MAXIMUM LIABILITY SHALL BE REDUCED TO USD \$100.00.

THE LIABILITIES LIMITED BY THIS SECTION APPLY: (a) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, EXTRA-CONTRACTUAL LIABILITY, STRICT PRODUCT LIABILITY, OR OTHERWISE; (b) EVEN IF KWIKSET/WEISER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (c) EVEN IF YOUR REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

### **13. DISPUTE RESOLUTION.**

To the fullest extent permitted by applicable law, these Terms will be deemed entered into in the State of Delaware and will be governed by and construed according to the internal laws of the State of Delaware applicable to agreements executed and to be performed entirely within Delaware, without regard to conflict of law principles, rules, or laws. You agree that any applicable state law implementation of the Uniform Computer Information Transactions Act (including any available remedies or laws) shall not apply to these Terms and is hereby disclaimed.

Before bringing a formal legal proceeding, you agree to contact Kwikset/Weiser in writing to try to resolve any disputes informally. In the event you and Kwikset/Weiser are unable to come to a resolution informally, you and Kwikset/Weiser each agree that any dispute arising out of, or relating to, these Terms, or your use of the Services, Software and Product (including the arbitrability of any claim or dispute and the enforceability of this section), shall be determined exclusively by final and binding arbitration, provided however, that the terms of this arbitration section do not apply to (a) determinations as to the intellectual property rights in the Services, Software or Product, or (b) claims that qualify to be resolved in small claims court. The arbitration shall be conducted before a single arbitrator under the American Arbitration Association's (AAA's) Consumer Arbitration Rules and conducted in Wilmington, Delaware, USA. The AAA rules are available at <http://www.adr.org> or by calling 1-800-778-7879. You and Kwikset/Weiser are each responsible for their respective costs relating to counsel, experts, and witnesses, and any other costs relating to the arbitration. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. The Federal Arbitration Act, 9 U.S.C. 1, et seq. (the "FAA") governs the interpretation and enforcement of this agreement to arbitrate. The FAA's provisions, not state law, govern all questions of whether a dispute is subject to arbitration. Except as expressly set forth in this section, you and Kwikset/Weiser may litigate in court only to compel arbitration under these Terms or to confirm, modify, vacate or enter judgment



on the award rendered by the arbitrators. To the extent that you have breached or have indicated your intention to breach these Terms in any manner which violates or may violate Kwikset/Weiser's or any of its licensor's rights, or may cause continuing or irreparable harm to Kwikset/Weiser, Kwikset/Weiser may seek injunctive relief, or any other appropriate relief, in any court of competent jurisdiction, and you waive the requirement of the posting of a bond. This provision only applies to the extent permitted by applicable law.

#### **14. CLASS ACTION WAIVER.**

To the fullest extent permitted by applicable law, both you and your affiliates, successors and assigns, including without limitation, Authorized Users, on the one hand, and Kwikset/Weiser, on the other hand, agree that any claims or controversies between us must be brought against each other on an individual basis only, and not as a plaintiff or class member in a class action, consolidated action or representative action. The arbitrator may not consolidate more than one person's claims into a single case, and may not otherwise preside over any form of a consolidated, class or representative proceeding or claims unless both you and Kwikset/Weiser specifically agree to do so following initiation of the arbitration. The arbitrator's decision or award in one person's or entity's case can only impact the person or entity that brought the claim, and not other Kwikset/Weiser end users, and cannot be used to decide disputes with other Kwikset/Weiser end users.

#### **15. MISCELLANEOUS.**

These Terms, together with all other documents or terms incorporated by reference herein, constitute the entire agreement between you and Kwikset/Weiser regarding the use of the Services. Any failure by Kwikset/Weiser to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the fullest extent permitted applicable by law. Neither party is an agent or partner of the other party. The headings and section titles in these Terms are for convenience only and have no legal or contractual effect.

The obligations in Sections 5, 7, 10, 11, 12, 13, 14, and 15 will survive any expiration or termination of these Terms.

Except for the payment of fees due under these Terms, if any, neither party shall be liable for failing or delaying performance of its obligations resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, natural disasters, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet disturbances.

These Terms, and any associated rights or obligations, may not be assigned or otherwise transferred by you without Kwikset/Weiser's prior written consent. These Terms may be assigned by Kwikset/Weiser without restriction. These Terms are binding upon any permitted assignee.

The parties have expressly requested that these Terms and related documents be drafted in English.  
*Les parties aux présentes ont expressément requis que les présentes modalités et les documents y afférant soient rédigés en langue anglaise.*

## **KWIKSET AND WEISER END USER LICENSE AGREEMENT**

BY INSTALLING OR USING THIS KWIKSET/WEISER MOBILE APP (THE "APP") ON YOUR MOBILE DEVICE ("DEVICE") IN CONNECTION WITH YOUR PURCHASE AND/OR USE OF A KWIKSET/WEISER PRODUCT (DEFINED BELOW), YOU ACCEPT THIS END USER LICENSE AGREEMENT ("EULA"). IF YOU DO NOT AGREE WITH THIS EULA, YOU MUST IMMEDIATELY UNINSTALL THIS APP AND DISCONTINUE ITS USE AS WELL AS USE OF THE ASSOCIATED PRODUCT. THIS EULA IS A BINDING LEGAL CONTRACT BETWEEN YOU AND SPECTRUM BRANDS, INC. D/B/A "KWIKSET" OR "WEISER" ("KWIKSET/WEISER"). YOU AGREE THAT YOU ARE THE END-USER OF THE APP AND YOU REPRESENT THAT YOU ARE OF LEGAL AGE AND ARE AUTHORIZED TO ENTER INTO THIS EULA ON BEHALF OF YOURSELF AND ANY PARTY TO WHOM YOU GRANT ACCESS TO THE APP AND/OR THE ASSOCIATED PRODUCT. YOU FURTHER REPRESENT THAT, WITH RESPECT TO THE PRODUCT YOU ARE USING THE APP WITH, YOU ARE EITHER THE "OWNER" OF THE PRODUCT OR YOU HAVE BEEN AUTHORIZED BY THE OWNER OF THE PRODUCT AS AN "AUTHORIZED USER" IN ACCORDANCE WITH THE TERMS OF SERVICE.

### **1. ADDITIONAL TERMS AND POLICIES; CHANGES/UPDATES.**

This EULA incorporates and supplements the Kwikset/Weiser Terms of Service, available at [www.goconcourse.com](http://www.goconcourse.com), and Privacy Policy, available at [www.goconcourse.com](http://www.goconcourse.com). Capitalized terms used and not defined herein shall have the meaning ascribed to them in the Terms of Service and Privacy Policy. In the event of any conflict, this EULA will control but only to the extent applicable to use of the Software (defined below). Your purchase of a Product is governed by the limited warranty provided with that Product ("Limited Warranty") and by the applicable terms and conditions of sale.

Kwikset/Weiser may update this EULA, or the accompanying terms and policies at any time; provided that in the event of any update, Kwikset/Weiser will notify you of the change by (a) posting the new version of this EULA on its website or in an updated version of the App, or (b) providing notice to the email address associated with your Account. By continuing to use the App after updates become effective, you agree to be bound by the updated EULA. IF YOU DO NOT AGREE WITH ANY OF THE CHANGES TO THIS EULA, YOU MUST UNINSTALL THE APP AND DISCONTINUE ITS USE AS WELL AS USE OF THE ASSOCIATED PRODUCT. If you do not agree to an update, the license granted hereunder shall be automatically revoked.

### **2. LICENSE.**

This EULA is for the use of certain software that is provided (a) in the form of pre-installed, embedded software on the Kwikset/Weiser wifi and/or Bluetooth-enabled lock or other Kwikset/Weiser product ("Product Software") lawfully acquired by you as an Owner or used by you as an Authorized User ("Product(s)"), and (b) in the App ("App Software"); together with all updates thereto (unless expressly stated otherwise by Kwikset/Weiser at the time of download or update) (collectively, the "Software").

Subject to the terms and conditions of this EULA, Kwikset/Weiser grants you a nontransferable, non-sublicensable, nonexclusive, revocable, worldwide (subject to any legal restrictions on export or use) license to use the Product Software and download and run the App Software in connection with compatible Products on your Device that you own or control in accordance with the applicable Software and Product documentation and instructions, solely in order to operate the Product. Such documentation and instructions shall be considered part of the Software.

As part of this license, a Product Owner (as defined in the Terms of Service) may transfer its license to use the Product Software to a third party solely in connection with a permanent transfer of all of Owner's rights in the Product, provided, however the terms of this EULA will be binding upon and govern the relationship between Kwikset/Weiser and any third party using the Product Software, and also Owner, without limitation, including after termination as set out in Section 7 regarding surviving provisions.

### **3. LICENSE RESTRICTIONS.**

The rights granted to you in this EULA are subject to the following restrictions: (a) you shall use the Software solely as licensed above, and shall not license, sell, rent, lease, transfer, assign, distribute, host, copy, reproduce, republish, display, outsource or otherwise commercially exploit the Software or any text, pictures, data, displays and other content associated with the App (the "Content"); (b) you shall not modify, make derivative works of, disassemble, decompile or reverse engineer any part of the Product or the Software (except as affirmatively required under applicable law); (c) you shall not use or access the Software for benchmarking or competitive analysis, or in order to build a similar or competitive product or service, and if you do, you will be liable to Kwikset/Weiser for the greater of (i) actual damages suffered by Kwikset/Weiser, or (ii) to the extent permitted by applicable law, liquidated damages of USD \$1,000,000.00; (d) you shall not use the Software in any way that (i) is or encourages conduct that is unlawful, fraudulent, or deceptive, (ii) harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any other party (including but not limited to rights of publicity or other proprietary rights), (iii) uses technology or other means to gain unauthorized access to, Kwikset/Weiser networks, Content or non-public spaces, including but not limited to use of "bots," "spiders," or "crawlers", (iv) attempts to introduce viruses or any other harmful computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or that damage, disable, overburden, or impair Kwikset/Weiser servers or networks, (v) violates this EULA in any manner, (vi) fails to comply with applicable third-party terms and conditions or other third-party policies, (vii) deactivates, renders ineffective, or less effective, any Kwikset/Weiser product or service; (e) any future release, update, or other addition to functionality of the Software shall be subject to this EULA, unless Kwikset/Weiser expressly states otherwise; and (f) Kwikset/Weiser reserves the right, in its sole discretion, to terminate this EULA and the license granted hereunder, remove the Content, remove or disable functionality, assist law enforcement in the prosecution of criminal liability, or assert a civil or criminal legal action with respect to the Content, your actions or use of the Software, that Kwikset/Weiser reasonably believes is or might be in violation of this EULA.

### **4. SERVICES.**

In order to operate the Product through your Device and access service features and functionality available through the Software, you must download the App and create an Account with Kwikset/Weiser, which may also be accessed through Kwikset/Weiser's website located at [www.goconcourse.com](http://www.goconcourse.com) (the "Site"). The use of such services available through your Account and the Site (the "Services") is governed by Kwikset/Weiser's Terms of Service. Any violation of the Terms of Service and/or Privacy Policy will also be deemed a violation of this EULA.

## **5. DEVICE SECURITY AND SOFTWARE UPDATES.**

You are solely responsible for (a) the confidentiality and security of information sent from or stored on your Device by the App, (b) taking precautionary steps to protect information stored on your Device, including without limitation using a complicated, non-obvious password on the Device and employing your Device's remote-wipe feature, if any, and (c) all activities undertaken via your Device whether authorized by you or not. This includes any and all unauthorized use of the App by anyone with access to your Device and/or any Authorized User. You agree to immediately notify Kwikset/Weiser of any suspected unauthorized actions associated with the App or any other breach of security. Kwikset/Weiser shall not be responsible for any losses arising from loss or theft of data or property due to unauthorized or fraudulent transactions related your Device.

You acknowledge and agree that Kwikset/Weiser and its affiliates, service providers, suppliers, and licensors are permitted at any time and without prior notice to remotely push updates, enhancements, changes, modifications, additional functionality or bug fixes to the Software. You hereby consent to the foregoing and release Kwikset/Weiser and its affiliates, service providers, suppliers, and dealers from any and all liability arising from such action. Kwikset/Weiser may also ask you to install updates yourself, and you agree to do so promptly. Failure to install such updates may expose you to security risks and/or limit Software, App and/or Product functionality.

## **6. INTELLECTUAL PROPERTY.**

The Kwikset/Weiser name, logo and other marks, graphics and logos used in connection with the App are trademarks or registered trademarks of Kwikset/Weiser (collectively "Kwikset/Weiser Marks"). Other trademarks, service marks, graphics and logos used in connection with the App are the trademarks of their respective owners (collectively "Third-Party Marks"). The Kwikset/Weiser Marks and Third-Party Marks may not be copied, imitated or used, in whole or in part, without the prior written permission of Kwikset/Weiser or the applicable trademark holder. The App and the Content are protected by copyright, trademark, patent, trade secret, international treaties, laws and other proprietary rights, and also may have security components that protect digital information only as authorized by Kwikset/Weiser or the owner of the Content.

All right, title, and interest, including all intellectual property rights, in and to the Software and the Product shall be owned and retained by Kwikset/Weiser or its suppliers or licensors. Any rights not expressly granted by Kwikset/Weiser in this EULA are reserved. All Software is licensed and not sold, and any reference to "sale" or "purchase" shall mean the purchase of a license to the Software as set forth herein. The Software may contain or be distributed with open source software which may be covered by a different license. You agree that all open source software shall be and shall remain subject to the

terms and conditions under which it is provided, and you shall be responsible for compliance with such terms.

## **7. TERM AND CANCELLATION; MODIFICATIONS; FEES.**

This EULA and the license granted hereunder is effective on the day you first use the Software and shall continue for as long as you own or are an Authorized User of the Product, unless terminated pursuant to this section. This EULA shall terminate automatically without notice from Kwikset/Weiser if you fail to comply with any of the terms hereof, including failure to make required Software service payments, if applicable, effective immediately. Kwikset/Weiser may also suspend, modify, discontinue, or terminate this EULA and the Software provided hereunder due to a Force Majeure Event (as defined in Section 10). If any part of the Software becomes unavailable for any reason, Kwikset/Weiser reserves the right to substitute that part with an equivalent part. You may incur additional fees from third party providers in connection with your use of the Software, your Device, and/or the Internet, including, without limitation, for data transmission, Internet usage, SMS, short code or other transmission fees, charges or taxes. Upon any termination of this EULA, the license granted hereunder shall immediately terminate and you shall immediately cease all use of the Software and destroy and/or permanently delete all copies, full or partial, of the Software. Kwikset/Weiser reserves the right at any time and from time to time to charge for use of the Software. Regardless of termination, Sections 3, 6, 8, 9, 10, 11, 12, 13, 14, as well as any provisions that by their nature and context are intended to survive termination, shall survive termination of this EULA.

## **8. INDEMNIFICATION.**

You agree to indemnify, defend (using counsel reasonably acceptable to Kwikset/Weiser) and hold harmless Kwikset/Weiser, including its agents, affiliated companies, employees, contractors, directors, and officers, and anyone involved in creating or providing the Software (collectively, the "Kwikset/Weiser Parties"), from all claims or causes of action, liabilities, damages, costs, fines, penalties, and expenses (including attorneys' fees) occurring from or related to your or your Authorized Users' or unauthorized users' (a) use or misuse of the Software, (b) violation of this EULA, or (c) violations of law or any rights of a third party, or any allegation thereof. Kwikset/Weiser reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate in asserting any available defenses. You shall not settle any such claim without Kwikset/Weiser's prior written consent.

## **9. WARRANTY DISCLAIMERS.**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES. A PORTION OR ALL OF THE FOLLOWING DISCLAIMERS MAY THEREFORE NOT APPLY TO YOU.

EXCEPT AS EXPRESSLY PROVIDED IN THE LIMITED WARRANTY (IF ANY), THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY

WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, LEGAL, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY AND ALL WARRANTIES RELATING TO NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, RELIABILITY, TIMELINESS, DURABILITY, QUALITY, ACCURACY, AND PERFORMANCE OF THE SOFTWARE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE KWIKSET/WEISER PARTIES (a) HAVE NO OBLIGATION TO INDEMNIFY OR DEFEND YOU OR OTHER USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) DO NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (c) DO NOT REPRESENT OR WARRANT THAT THE SOFTWARE IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT YOUR DATA WILL REMAIN PRIVATE OR SECURE.

THERE IS NO GUARANTEE THAT THE SOFTWARE OR PRODUCT WILL PROVIDE ADEQUATE SAFETY OR SECURITY IN ANY GIVEN SITUATION, OR THAT THEY WILL NOT BE COMPROMISED OR CIRCUMVENTED OR THAT THEY WILL PREVENT ANY PERSONAL INJURY OR PROPERTY LOSS CAUSED BY BURGLARY, ROBBERY, FIRE, EXCESSIVE HEAT, COLD OR HUMIDITY OR OTHERWISE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE KWIKSET/WEISER PARTIES WILL HAVE NO LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR ANY OTHER LOSS BASED ON A CLAIM THAT THE SOFTWARE FAILED TO PROPERLY LOCK OR UNLOCK OR PROVIDE AN ALERT OF ANY TYPE AND YOU HEREBY RELEASE THE KWIKSET/WEISER PARTIES FROM ALL LIABILITY RESULTING THEREFROM. THE SOFTWARE AND PRODUCT DO NOT PROVIDE ANY ALARM, ALERT, SECURITY OR RELATED SERVICES AND YOU ARE SOLELY RESPONSIBLE FOR ENSURING ADEQUATE SECURITY OF YOUR PROPERTY.

YOU ACKNOWLEDGE THAT THE AVAILABILITY OF THE SOFTWARE IS DEPENDENT ON A NUMBER OF FACTORS, INCLUDING YOUR DEVICE, HOME WIRING, WI-FI NETWORK, INTERNET SERVICE PROVIDER, SATELLITE PROVIDER, TELEPHONY PROVIDER, ELECTRICAL UTILITIES PROVIDER, AND/OR MOBILE DEVICE CARRIER AND YOU ARE RESPONSIBLE FOR ALL FEES ASSOCIATED WITH SUCH USE AND FOR COMPLIANCE WITH ANY AGREEMENTS RELATED TO SUCH USE. YOU FURTHER ACKNOWLEDGE THAT THE KWIKSET/WEISER PARTIES AND ANY NETWORK OR CELLULAR SERVICE PROVIDERS CANNOT AND DO NOT GUARANTEE THE SECURITY OF ANY WIRELESS TRANSMISSION AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO ANY SUCH TRANSMISSION. KWIKSET/WEISER MAKES NO GUARANTEE THAT THE APP WILL BE COMPATIBLE WITH ALL DEVICES.

## **10. LIMITATIONS OF LIABILITY.**

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. A PORTION OR ALL OF THE FOLLOWING LIMITATIONS MAY THEREFORE NOT APPLY TO YOU.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE KWIKSET/WEISER PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES WHATSOEVER RELATING TO THE USE OF THE SOFTWARE OR ANY COMPONENT THEREOF OR TO YOUR RELATIONSHIP WITH THE KWIKSET/WEISER PARTIES. IF THE KWIKSET/WEISER PARTIES SHOULD NEVERTHELESS BE FOUND LIABLE, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS, DAMAGE OR INJURY ARISING UNDER THIS EULA OR OTHERWISE, THEIR TOTAL MAXIMUM LIABILITY IS LIMITED TO USD \$100.00 WHICH WILL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST THE KWIKSET/WEISER PARTIES. IN THE EVENT THE CLASS ACTION WAIVER PROVIDED UNDER SECTION 12 IS DETERMINED TO BE INVALID OR UNENFORCEABLE BY A COURT, ARBITRATOR, OR OTHER TRIBUNAL OF COMPETENT JURISDICTION, THEN THE KWIKSET/WEISER PARTIES' MAXIMUM LIABILITY SHALL BE REDUCED TO USD \$100.00.

UNDER NO CIRCUMSTANCES WILL THE KWIKSET/WEISER PARTIES BE HELD LIABLE FOR ANY HARM RESULTING FROM DOWNLOADING OR ACCESSING ANY INFORMATION OR MATERIAL THROUGH THE SOFTWARE, ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES OR CAUSES BEYOND THEIR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, INTERNET FAILURES, DEVICE FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, SERVER FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER 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, NON-PERFORMANCE OF THIRD PARTIES, OR LOSS OF OR FLUCTUATIONS IN HEAT, LIGHT, ELECTRICITY, BATTERIES OR AIR CONDITIONING (SUCH CAUSES REFERRED TO HEREIN AS "FORCE MAJEURE EVENT(S)"). IN THE EVENT YOU OR YOUR PRODUCT (1) UTILIZE A NON-KWIKSET/WEISER APPLICATION TO CONTROL YOUR KWIKSET/WEISER PRODUCT; (2) CONNECT A NON-KWIKSET/WEISER PRODUCT TO YOUR SOFTWARE; (3) UTILIZE A THIRD PARTY API; OR (4) BECOME PART OF A THIRD PARTY CONNECTED HOME OR BUSINESS APPLICATION, YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL THE KWIKSET/WEISER PARTIES BE RESPONSIBLE FOR THE ACCURACY, FUNCTIONALITY, RELIABILITY, AVAILABILITY, INTEROPERABILITY, LEGALITY OR USEFULNESS OF SUCH APPLICATION, DEVICE, OR API, NOR WILL THE KWIKSET/WEISER PARTIES BE LIABLE FOR ANY DAMAGES THAT MAY OCCUR AS A RESULT, IN WHOLE OR IN PART, OF SUCH USE. USE OF A THIRD PARTY APPLICATION DEVICE, OR API IS ENTIRELY AT YOUR OWN RISK AND EXPENSE.

THE LIABILITIES LIMITED BY THIS SECTION APPLY: (a) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, EXTRA-CONTRACTUAL LIABILITY, STRICT PRODUCT LIABILITY, OR OTHERWISE; (b) EVEN IF KWIKSET/WEISER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (c) EVEN IF YOUR REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.



## **11. DISPUTE RESOLUTION.**

To the fullest extent permitted by applicable law, this EULA will be deemed entered into in the State of Delaware and will be governed by and construed according to the internal laws of the State of Delaware applicable to agreements executed and to be performed entirely within Delaware, without regard to conflict of law principles, rules, or laws. You agree that any applicable state law implementation of the Uniform Computer Information Transactions Act (including any available remedies or laws) shall not apply to this EULA and is hereby disclaimed.

Before bringing a formal legal proceeding, you agree to contact Kwikset/Weiser to try to resolve any disputes informally. In the event you and Kwikset/Weiser are unable to come to a resolution informally, you and Kwikset/Weiser each agree that any dispute arising out of, or relating to, this EULA, or your use of the Software or Product (including the arbitrability of any claim or dispute and the enforceability of this section), shall be determined exclusively by final and binding arbitration, provided however, that the terms of this arbitration section do not apply to (a) determinations as to the intellectual property rights in the Software or Product, or (b) claims that qualify to be resolved in small claims court. The arbitration shall be conducted before a single arbitrator under the American Arbitration Association's (AAA's) Consumer Arbitration Rules and conducted in Wilmington, Delaware, USA. The AAA rules are available at <http://www.adr.org> or by calling 1-800-778-7879. You and Kwikset/Weiser are each responsible for their respective costs relating to counsel, experts, and witnesses, and any other costs relating to the arbitration. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. The Federal Arbitration Act, 9 U.S.C. 1, et seq. (the "FAA") governs the interpretation and enforcement of this agreement to arbitrate. The FAA's provisions, not state law, govern all questions of whether a dispute is subject to arbitration. Except as expressly set forth in this section, you and Kwikset/Weiser may litigate in court only to compel arbitration under this EULA or to confirm, modify, vacate or enter judgment on the award rendered by the arbitrators. To the extent that you have breached or have indicated your intention to breach this EULA in any manner which violates or may violate Kwikset/Weiser's or any of its licensor's rights, or may cause continuing or irreparable harm to Kwikset/Weiser, Kwikset/Weiser may seek injunctive relief, or any other appropriate relief, in any court of competent jurisdiction, and you waive the requirement of the posting of a bond. This provision only applies to the extent permitted by applicable law.

## **12. CLASS ACTION WAIVER.**

To the fullest extent permitted by applicable law, both you and your affiliates, successors and assigns, including without limitation, Third Party Users, on the one hand, and Kwikset/Weiser, on the other hand, agree that any claims or controversies between us must be brought against each other on an individual basis only, and not as a plaintiff or class member in a class action, consolidated action or representative action. The arbitrator may not consolidate more than one person's claims into a single case, and may not otherwise preside over any form of a consolidated, class or representative proceeding or claims unless both you and Kwikset/Weiser specifically agree to do so following initiation of the arbitration. The arbitrator's decision or award in one person's

or entity's case can only impact the person or entity that brought the claim, not other Kwikset/Weiser end users, and cannot be used to decide disputes with other end users.

### **13. MISCELLANEOUS.**

The failure of Kwikset/Weiser to enforce at any time any of the provisions of this EULA will not be construed to be a continuing waiver of any provisions hereunder nor will any such failure prejudice the right of Kwikset/Weiser to take any action in the future to enforce any provisions hereunder.

Software and technical information delivered under this EULA is subject to U.S. and Canadian export control laws and maybe subject to export or import regulations in other countries. You represent and warrant that you are not a citizen of an embargoed or "terrorist supporting" country or a prohibited or restricted end user under applicable U.S., Canadian or local export and anti-terrorism laws, regulations and lists. You agree to strictly comply with all such laws and regulations, and you will be solely responsible for obtaining any import, export, re-export approvals and licenses required for such software any technical information, and retaining documentation to support compliance with those laws and regulations.

This EULA, including the Terms of Service, Privacy Policy, and any other documents or terms incorporated herein by reference, forms the entire agreement between you and Kwikset/Weiser and supersedes in their entirety any and all oral or written agreements previously existing between you and Kwikset/Weiser with respect to your access to and use of the Software.

The provisions of this EULA will apply to the fullest extent permitted by applicable law and be interpreted and applied to a lesser extent, where necessary to be valid. The invalidity or unenforceability of any provision of this EULA will not affect any other provision and all such other provisions will remain in full force and effect without change or modification thereof.

This EULA may be available in different languages. There may be inconsistencies or differences in interpretation between the English version of the EULA and the text of the EULA made available in other languages. For the sake of uniformity and to avoid any ambiguity, the English version of this EULA shall govern in all disputes, claims or proceedings to interpret, enforce or otherwise relating to the EULA.

The parties have expressly requested that this EULA and related documents be drafted in English. *Les parties aux présentes ont expressément requis que les présentes modalités et les documents y afférant soient rédigés en langue anglaise.*

### **14. APP PROVIDER TERMS; THIRD PARTY BENEFICIARY.**

The parties acknowledge that this EULA is concluded solely between Kwikset/Weiser and you, and not with any app store provider or distribution platform (such as Google Play™ or the App Store™) where the App is made available (each, an “App Provider”). Any support that may be offered by Kwikset/Weiser in connection with the App is solely the responsibility of Kwikset/Weiser and you acknowledge that the App Provider has no obligation whatsoever to furnish any maintenance and support services with respect to the App. The parties acknowledge that the App Provider has no obligation to furnish any warranty with respect to the App, and is not responsible for addressing product claims. The App Provider is not responsible for addressing any claims of any end-user or any third party relating to the App or the end-user’s possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation. The parties acknowledge that, in the event of any third party claim that the App or your possession and use of the App infringes that third party’s intellectual property rights, the App Provider will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. You represent and warrant that (i) you are not located in a country that is subject to a U.S. or Canadian government embargo, or that has been designated by the U.S. or Canadian government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. or Canadian government list of prohibited or restricted parties. Complaints or claims with respect to the Software should be directed to Kwikset/Weiser at the following address: Spectrum Brands, Inc., Attn: Kwikset/Weiser, 19701 Da Vinci, Lake Forest, California, U.S.A. 92610. You must comply with applicable third party terms of agreement when using the App. The parties acknowledge and agree that the App Provider, and its subsidiaries, are express and intended third party beneficiaries of this EULA, and that, upon your acceptance of the terms and conditions of this EULA, the App Provider will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third party beneficiary thereof.

## **PRIVACY POLICY**

Spectrum Brands, Inc. d/b/a Kwikset and Weiser (“Kwikset,” “Weiser,” “we,” “us,” or “our”) provides this Privacy Policy to describe Kwikset and Weiser’s procedures regarding the collection, use and disclosure of personal information we receive when you use any of Kwikset’s or Weiser’s software, products, or services (“Products”), when you visit and use the Kwikset or Weiser website(s), [www.goconcourse.com](http://www.goconcourse.com) (the “Sites”) or otherwise interact with us.

## **1. PERSONAL INFORMATION WE COLLECT.**

### **(a) Information You Provide to Us**

If you create an account, fill in a form on a Kwikset or Weiser Site or correspond with us by phone, email or otherwise, we collect personal information you voluntarily provide to us. This includes information you provide when you register on our Sites, App(s) and/or Products, place an order with us, participate in discussion forums or social media functions on our Sites, enter a competition, promotion or survey, download firmware, software and apps, or when you report a problem with our Sites, Services, App(s), Product(s), or otherwise request support. Personal information you give us may include your name, address, email address, phone number, and other contact information. We may also collect your username and password, and responses to security questions.

### **(b) Information We Collect Automatically**

As you use the Sites and Kwikset and Weiser Products, we collect certain information automatically, including

- technical information from your computer or device, such as your Internet protocol (IP) address, browser and device type, operating system, Internet Service Provider (ISP), time zone and language settings;
- details of your visits to the Sites, including referring/exit pages, landing pages, pages viewed, click counts, date and time stamps and similar information;
- any phone number or email address used to contact us;
- usage data about how and when you use Kwikset/Weiser Products, other devices that are connected to Kwikset/Weiser Products, and what features of Kwikset/Weiser Products you use;
- technical information and data gathered when your Kwikset/Weiser Products are connected to the Internet, such as how many and which devices are connected to your network, when you use the devices and the amount of network traffic generated;
- certain Kwikset/Weiser Products collect information about your location.

### **(c) Information We Receive From Other Sources**

We may receive your name and contact information from an Owner who has invited you to be an Authorized User of a Kwikset/Weiser Product, as described in our Terms of Service, available at [www.goconcourse.com](http://www.goconcourse.com).

## **2. COOKIES AND TRACKING TECHNOLOGIES.**

When you visit the Sites, we and our service providers acting on our behalf, automatically collect certain data using tracking technologies like cookies, web beacons, and similar technologies. Other data collection tools may include local storage (e.g., Flash Cookies, HTML5), web beacons (e.g., pixel tags, clear GIFs), embedded script programming code, ETag identifier at URL, log file information (e.g., IP address), location data (e.g., GPS coordinates), device information (e.g., MAC address), and analytics information (e.g., Google Analytics).

You may opt-out of some of these technologies by referring to your web browser's and/or Device's options or settings menu. However, doing so may disable many of the portions, features, or functionality of the Site. For example, most web browsers automatically accept cookies, but you have the choice to set your browser to accept or reject cookies. Each browser is different, so check the "Help" menu of your browser to learn how to change your cookie preferences or visit <http://www.allaboutcookies.org> for more information.

## **3. HOW WE USE YOUR INFORMATION.**

We use the information we collect about you to:

- understand how users interact with our Sites, Apps and Products, including how often our Sites, Apps and Products are used and what features are most popular, so that we can make improvements;
- register accounts for you on the Sites or Products or Device(s);
- provide information and Products, and facilitate Product features you have requested;
- communicate with you for both administrative and promotional purposes;
- carry out our responsibilities under any contracts between you and us;
- provide you with relevant marketing materials and information;
- administer the Sites and enforce our rules and policies;
- help you navigate the Sites;
- research and analyze the usage data, preferences, and trends of Site visitors and customers;
- diagnose technical problems with the Sites or Products;
- maintain information security efforts regarding your information, the Sites and Products;
- fulfill any other purpose with your consent.

Kwikset and/or Weiser employees, representatives and agents will have access to your personal information as necessary for the purposes described above.

## **4. WHEN WE DISCLOSE YOUR INFORMATION.**

It is our policy not to share your information with third parties. However, there are instances where we may share your information with a third party, including:

- when you voluntarily publish that information through the Sites or Products;

- where we are legally permitted or required to do so, such as in response to court orders or legal process, or to establish, protect, or exercise our legal rights or to defend against legal claims or demands;
- if we believe it is necessary in order to investigate, prevent, or take action regarding illegal activities, fraud, or situations involving potential threats to the rights, property, or personal safety of any person;
- if we believe it is necessary to investigate, prevent, or take action regarding situations that involve actual or potential abuse of the Sites, the Products or the Internet in general (such as voluminous spamming, denial of service attacks, or attempts to compromise the security of our infrastructure);
- if we are acquired by or merged with another entity (in which case we will require such entity to assume our obligations under this Privacy Policy or inform you that you are covered by a new privacy policy);
- if this information is anonymized or aggregated; and
- to our affiliates, agents, contractors, and service providers in order to provide a product or service you have requested, or to provide certain services on our behalf such as data hosting and processing, customer support, analytics and information technology services.
- to any party you request that we disclose your information to.

## **5. ACCESSING AND UPDATING YOUR PERSONAL INFORMATION.**

You may unsubscribe from our marketing communications at any time by clicking the “Unsubscribe” link in any email or using the unsubscribe method in any text message you receive from us.

As described in our Terms of Service, you are responsible for keeping personal information you provide us accurate and up to date. You can generally access, update, restrict the use of, or delete your Account and communication preferences at any time in the following ways:

- by signing in to your online account, if you have one;
- by contacting us via email. Please be sure to include your name, email address and specific relevant information about the information you would like to access or update, or the material that you no longer wish to receive. We may ask that you reasonably prove your identity before taking any action with respect to your information.

Please note that our ability to provide access to, update, restrict or delete information we possess about you may be limited by technical (e.g., active servers only) and/or legal requirements or rights, such that we will try to honor your request, but cannot guarantee that we can or will.

Further, by restricting the use of or deleting your information, you may not be able to use some or all of the features of the Sites or Products.

## **6. SECURITY.**

Kwikset and Weiser take reasonable administrative, technical and physical precautions with respect to the personal information in its control. However, we cannot guarantee that any security measure we employ will be 100% secure. In the event that any information under our control is compromised as a result of a breach of security, we will take reasonable steps to investigate the

situation and where appropriate, notify those individuals whose information may have been compromised and take other steps, in accordance with any applicable laws and regulations. Kwikset and Weiser strongly recommend frequently updating your computer password, Device passcode and access code for your Kwikset/Weiser Product with complex, non-obvious codes and/or passwords.

## **7. RETENTION.**

Kwikset and Weiser generally store your personal information on their servers until you delete or edit it, or for as long as you remain a Kwikset/Weiser customer, in order to provide you with Kwikset/Weiser Products. In addition, Kwikset and/or Weiser may store your personal information to resolve disputes, establish legal defenses, conduct audits, pursue legitimate business purposes, enforce our agreements and comply with applicable laws.

## **8. CHILDREN.**

Children under the age of 13 may not use and/or access the Kwikset/Weiser Site or Products without the consent and authorization of a parent, legal guardian, and/or Owner who is at least 18 years of age or the age of majority (whichever is older). We do not intentionally gather information from people who are under the age of 13.

## **9. INTERNATIONAL DATA TRANSFERS.**

Kwikset and Weiser's operations are located in the United States and Kwikset and Weiser use service providers located in the United States or elsewhere outside of Canada. As a result, your personal information will be transferred to the United States or other foreign jurisdictions and by providing your personal information you are explicitly consenting to such transfer.

## **10. UPDATES TO THIS PRIVACY POLICY.**

Kwikset and Weiser reserve the right to change this Privacy Policy from time to time. Updated versions will be posted here, with an updated revision date.

## **11. CONTACT INFORMATION.**

Should you have any questions, concerns or complaints about this Privacy Policy, you may contact us at:

Spectrum Brands, Inc.  
Attention: Division General Counsel  
19701 Da Vinci  
Lake Forest, CA 92630

If you are in the European Union, you may lodge a complaint with a data protection authority if we are unable to resolve your concerns.