

LAST UPDATED: NOVEMBER 1, 2021

CYNC TERMS OF SERVICE

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

Savant Technologies LLC, doing business as GE Lighting, a Savant company (“LIGHTING”), offers the CYNC® (formerly known as “C by GE”) family of smart home products, related mobile application (“App”), and services available through the App. These Terms and Conditions (“Terms”) govern your use of the CYNC App, CYNC products (“Products”), and services available through the App (“Services”), whether from LIGHTING or third parties. PLEASE READ THE FOLLOWING TERMS AND CONDITIONS VERY CAREFULLY. IF YOU DO NOT AGREE WITH THE FOLLOWING TERMS AND CONDITIONS, DO NOT DOWNLOAD, INSTALL, OR IN ANY WAY ACCESS OR USE THE CYNC APPLICATION. BY DOWNLOADING, INSTALLING OR ACCESSING AND USING THE CYNC APPLICATION, YOU AGREE WITH AND ACCEPT ALL OF THE FOLLOWING TERMS AND CONDITIONS. These Terms (combined with other user agreements in some cases) constitute a binding legal agreement between you and LIGHTING.

LIGHTING has offices at Nela Park, 1975 Noble Road, East Cleveland, Ohio 44112, and CYNC customer support is available by telephone: 1-844-302-2943, and on the web: <https://www.gelighting.com/smart-home/contact>.

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

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

GENERAL

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

The term “you,” as used in these Terms, includes any person or entity who downloads the App, creates an account, and commissions one or more Products in the App (“Owner”), as well as any person or entity allowed or authorized to access or use the Owner’s Products and Services (“Authorized Users”). Authorized Users are responsible for their own actions in connection with the Products and Services, but Owner hereby consents to these terms on behalf of all Authorized Users and agrees to be fully responsible for all actions taken by Authorized Users relating to the Owner’s Products, Services and account. As a result, if you are an Owner, you should authorize only those individuals that you trust to access your account, Products, and Services.

You must be at least 13 years old to use the Products and Services. If you are between the ages of 13 and 18, you may use our Products and Services only with the consent and under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian of a user between the ages of 13 and 18, you consent to these terms on behalf of such user and you are fully responsible for the acts of such user in relation to our Products and Services. If you're agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on behalf of that organization or entity and to bind them to these Terms (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer collectively to you personally and to that organization or entity).

CHANGES TO THESE TERMS AND OUR SERVICES

Except as set forth in the [Dispute Resolution](#) section, LIGHTING may modify, update or supplement these Terms at any time by making the updated Terms available through a link in the App and on our website: <https://www.gelighting.com/m/terms-conditions>. If we make changes to these Terms that we consider material, we will make reasonable efforts to notify you by placing a notice on our website, by notifying you through the App, by sending you an email, or by some other means. By continuing to use the App, our Products, and Services after such changes, you are expressing your acknowledgement and acceptance of the changes (for Quebec residents, any such amendments will take effect 30 days following such notification by LIGHTING of the amended terms and conditions). In the event of any error, omission, or other discrepancies between these Terms, including any amendments thereto, and the Terms made publicly available by LIGHTING on our website, the terms of the latter shall prevail. You may not modify these Terms by making or attempting to make any changes for any purpose. Please check these Terms periodically for updates.

We're always trying to improve our App, Products, and Services, so they may change over time. We may suspend or discontinue support for any Product; we may suspend or discontinue any part of the App or the Services; we may introduce new features or impose limits on certain features; or we may restrict access to parts or all of the App or Services. These Terms will govern any upgrades provided by LIGHTING that replace and/or supplement prior versions of the App or the Services, unless such upgrade is accompanied by new or additional Terms in which case those Terms will govern, as applicable. In order to use the App under these Terms in the same manner available to registered users of the App, You must register and activate Your account from within the App.

LIGHTING is also free to terminate (or suspend access to) your use of the Services or your account, for any reason in our discretion, including your breach of these Terms. We have the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

PRIVACY POLICY. LIGHTING's privacy policy for CYNC products ("Privacy Policy") to help protect Your personal information against unauthorized access and disclosure can be found via a link in the App and at [Privacy Policy](#) or in the "Settings" of the App. By using the App, You agree to the terms and conditions of the Privacy Policy. LIGHTING has designed the Products and Services with your privacy in mind, but LIGHTING does not guarantee that Your personal information or private communications will always remain private when using the App, Products, and Services.

INTELLECTUAL PROPERTY

All right, title and interest in the App, Products and Services and our content provided through the App and Services (including without limitation information, documents, logos, graphics, designs and images) are owned by LIGHTING, its licensors, or designated third parties and nothing on or in the Products or

Services shall be construed as conferring any license under any intellectual property right, whether by estoppel, implication, or otherwise. Except as otherwise noted, LIGHTING is the owner of all trademarks and service marks on or in the App, Products, or Services. These Terms do not grant you any license or right to use any trademark or other intellectual property of LIGHTING or any third party. You acknowledge that these Terms are an agreement between LIGHTING and You only, and not with any other entity, including but not limited to Apple, Amazon, Google, or other third parties whose products or services are integrated with any LIGHTING Product from time to time.

a. Scope of License to You. Subject to these Terms and full payment for any Service, LIGHTING grants you a revocable, limited, non-transferable, non-exclusive right to access and make personal and non-commercial use of the App, Products, and Services, including a right to separately download, install and use the App on one or more compatible iOS or Android-based mobile devices that You own or control (and as permitted by the usage rules of said iOS or Android-based mobile device) for the purposes of using the applicable Product and related Services for Your personal or commercial use. This license does not allow You to use the App on any device that You do not own or control. If you are a business, you may purchase Products and use the Services for your own internal, lawful business purposes, but this license does not include any right to resell Products or Services, or otherwise make the Products or Services available for third parties.

b. Restrictions on Your Use. You may not: (i) rent, lease, lend, sell, redistribute, sublicense, transmit, host, outsource, disclose, or otherwise commercially exploit or make available to any third party the App or any part thereof; (ii) copy, decompile, reverse engineer, disassemble, or attempt to derive or discover the source code, object code, underlying structure, ideas or algorithms of the App, Services, or any documentation pertaining to the App or Services; (iii) modify, translate or create derivative works of the App, any updates, or any part thereof; (iv) use the App or Services in any manner: (1) that violates any applicable laws, regulations or any provision of these Terms; or (2) to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party; or (v) overburden, disrupt or harm the App or the systems, servers, or networks of LIGHTING, its affiliates, contractors, agents, subsidiaries, suppliers, or licensors in any unauthorized way. If You breach the restrictions noted in this section, this agreement shall terminate immediately without releasing You of any liability associated with such breach. LIGHTING and its licensors reserve the right to change, suspend, remove, or disable access to the App, or to any features or portions of the App at any time, for any reason (including for any violation by You of these Terms) and without notice. LIGHTING may also impose limits on the use of or access to the App and certain Services, in any case and without notice or liability. In no event will LIGHTING be liable for the removal or disabling of access to, or the limitation on the use of or access to, the App.

c. Feedback. LIGHTING does not accept or consider any unsolicited creative ideas, suggestions or other materials related to products, services, or marketing. Anything you disclose or offer to us by or through our websites, the App, or Services ("communications"), including e-mails to LIGHTING or postings on our websites, shall be deemed and shall remain the property of LIGHTING. If you send us such communications, you do so on a NON-CONFIDENTIAL BASIS, and we will have no obligation to keep such information secret, to refrain from using such information, or to compensate you for the receipt or use of such communications. LIGHTING is free to use, for any purpose whatsoever, any communications, including but not limited to publishing, developing, manufacturing, and marketing our Products, or Services using such communications. By submitting communications to us through our websites, via e-mail, or by any means, you hereby RELEASE LIGHTING from any liability under any legal theory in connection with the use, modification, sale, or disclosure of any such communications. By uploading or otherwise providing any communications to LIGHTING, you hereby grant LIGHTING, to the extent you

retain any rights, the unlimited, perpetual right to reuse, redistribute, modify, and create derivative works from such communications for any purpose and in any media without compensation to you.

YOUR COMPLIANCE WITH THE LAW

Privacy and other laws applicable in your jurisdiction may impose certain responsibilities on you and your use of the Products and Services. You agree that it is your responsibility, and not the responsibility of LIGHTING, to ensure that you comply with any applicable laws when you use the Products and Services, including but not limited to:

- (1) any laws or regulations relating to the recording, processing, or sharing of video or audio content,
- (2) any laws or regulations requiring that notice be given to or that consent be obtained from third parties with respect to your use of the Products or Services (for example, laws or regulations requiring you to display appropriate signage advising others that audio/visual recording is taking place or that facial recognition is being employed), and/or
- (3) any laws or regulations requiring (a) that installation of any Product which takes visual and/or audio recordings be installed at such an angle that it does not take any recordings beyond the boundary of your property (including public pavements or roads); and (b) that, if you use your property as a workplace, you comply with laws governing the monitoring of employees.

You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.

If your use of the Services or any Products is prohibited by applicable laws, then you aren’t authorized to use the Services or Products. **We can’t and won’t be responsible for your using the Services or any Products in a way that breaks the law.**

CONTENT

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

OTHER PROHIBITED ACTIVITY

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

- Infringes or violates the intellectual property rights or any other rights of anyone else (including LIGHTING);
- Violates any law, ordinance, or regulation, including privacy and other laws referenced above and any applicable export control laws;

- Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- Jeopardizes the security of your CYNCR account or anyone else's (such as allowing someone else to log in to the Services as you);
- Attempts, in any manner, to obtain the password, account, or other security information from any other user;
- Violates the security of any computer network, or cracks any passwords or security encryption codes;
- Runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure); or
- "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means).

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

User IDs and Passwords. You may be required to sign up for an account, and select a password and user name ("User ID"). You promise to provide us with accurate, complete, and updated registration information about yourself. You may not select as your User ID a name that you don't have the right to use or another person's name with the intent to impersonate that person. Also, you agree not to share your account or password with anyone, and you must protect the security of your account and your password. You're responsible for any activity associated with your account.

INDEMNIFICATION (applies to commercial use only). If You will be using the App, Products or Services for commercial use, You represent, covenant, and warrant that You will use the App, Products and Services only in compliance with the terms and conditions of these Terms, related agreements, and all applicable laws and regulations (including but not limited to policies and laws related to spamming, privacy, intellectual property, consumer and child protection, obscenity or defamation). You agree to indemnify, defend, and hold harmless LIGHTING, its principals, shareholders, officers, employees, affiliates, contractors, agents, subsidiaries, suppliers, and licensors against all claims, damages, losses, liabilities and expenses (including reasonable attorney fees) in connection with any claim or action that arises from a violation of these Terms or otherwise from the use or misuse of the App, Products, or Services in violation of these Terms by You or any other user.

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

CONSENT TO USE OF DATA. You agree that LIGHTING may collect and use information associated with Your use of the App, Products, and Services, including but not limited to technical information about Your device, system and application software, and peripherals, and the utilization of those things, that may be gathered periodically to, among other things, facilitate the provision to You of software updates, product support and other services (if any) related to the App, Products, and Services. LIGHTING may use this information in any manner, provided it is in a form that does not personally identify You, including: (i) making aggregate information publicly available, (ii) for creating, improving and modifying LIGHTING's products and services; (iii) for purposes of data gathering, analysis, service enhancement and marketing; and (iv) to the extent and in the manner required by applicable law. To the extent Your device, system or software applications, or peripherals are connected or interconnected to any third-party device, system or software application, or peripheral, the terms and conditions of such third party may apply.

CLOUD STORAGE SUBSCRIPTIONS

We offer Cloud Storage Subscription Plans with some Cync products, such as the camera. If you choose to subscribe to a Cloud Storage Subscription Plan, we will automatically receive for storage any video, photographic, and/or audio Content captured by your Cync Product(s) associated with your Cloud Storage Subscription ("Cloud Recordings"). For more information on Cloud Storage Subscription Plans, please see [Camera Storage Plans](#).

Cync Camera Cloud Storage Plans – Free Trial

Users of the Cync camera (the "Camera") are eligible to enjoy a limited-time free trial of Cync's cloud storage plan for the Camera immediately after setting up a new Camera in the App. When signing up for the free trial, LIGHTING automatically receives and causes to be stored through a third-party cloud any video, photographic, and/or audio content captured by your Camera.

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

Cync Camera Cloud Storage Plans – Monthly and Annual Subscriptions

Camera users can subscribe to monthly or annual cloud storage plans ("Storage Plans") at <https://home.cyncsmart.com>. When signing up for any Cync Storage Plan, LIGHTING receives and causes to be stored through a third-party cloud any video, photographic, and/or audio content captured by your Camera. More details on monthly and annual Cync Storage Plans can be found at <https://cyncsupport.gelighting.com/camera-subscriptions>. Cync Storage Plan subscriptions cannot be initiated or managed in the Cync mobile application on a user's mobile phone.

All Cync Storage Plans entitle the Camera user to the benefits of the Cync Storage Plan during the applicable subscription period. Subscriptions to all Cync Storage Plans begin on the date that a Camera user subscribes to the Cync Storage Plan and automatically continue until cancelled by you or LIGHTING. Subscription fees are charged on the first day of the subscription period. CAMERA USERS MUST NOTIFY LIGHTING THAT THE USER WANTS TO CANCEL THE SUBSCRIPTION PRIOR TO THE NEXT SUBSCRIPTION RENEWAL PERIOD OR THE USER'S SUBSCRIPTION WILL AUTOMATICALLY RENEW. UNLESS CANCELLED IN ADVANCE, YOUR CYNC STORAGE PLAN WILL AUTOMATICALLY RENEW WITHOUT NOTICE TO YOU AND

YOU AUTHORIZE LIGHTING AND ANY APPLICABLE THIRD-PARTY PAYMENT PROCESSOR TO COLLECT THE APPLICABLE SUBSCRIPTION FEES AND ANY TAXES FOR EACH SUCCESSIVE SUBSCRIPTION PERIOD, USING ANY PAYMENT METHOD LIGHTING OR THE THIRD-PARTY PAYMENT PROCESSOR HAS ON RECORD.

Cync Camera Cloud Storage Plans – Subscription Cancellations and Refund Policy

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

LIGHTING reserves the right to cancel a subscription to a Cync Storage Plan at any time and without advance notice if Lighting determines that a violation of any of these Terms has occurred.

LIGHTING does not give refunds for Cync Storage Plan charges unless the Service is defective, does not match its description, is unavailable or where the law requires that we provide a refund. To terminate your subscription and request a refund for one of the foregoing reasons, please contact Cync Customer Support.

RECORDINGS, CONTENT, AND PERMISSION FROM YOU

LIGHTING does not claim ownership of your intellectual property rights in your Content. Other than the rights you grant to us under these Terms, you retain all rights you have in your Content.

However, by purchasing or using our Products and Services, you give LIGHTING the limited right, without any compensation or obligation to you, to access and use your Content for the purposes of providing Services to you, improving our Products and Services, developing new Products and Services, and as otherwise set forth in our [Privacy Policy](#).

In addition to the rights granted above, you also acknowledge and agree that LIGHTING may access, use, preserve and/or disclose your Content to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if we have a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with applicable law, regulation, legal process, or reasonable preservation request; (b) enforce these Terms, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of LIGHTING, its users, a third party, or the public as required or permitted by law.

Deleted Content and Cloud Storage Recordings may be stored by LIGHTING in order to comply with certain legal obligations and are not retrievable without a valid court order.

TERMINATION. The agreement between you and LIGHTING, including the license granted to You under these Terms, is effective on the date You first use the App until terminated by LIGHTING. You may discontinue use of the App, Products, or Services at any time, but these Terms will continue to govern your use of the App, Products, and Services before that time and any on-going Cync Storage Plan. Your rights under these Terms will terminate automatically without notice from LIGHTING if You fail to comply with any term(s) or conditions of these Terms, or any related agreement.

SERVICES; THIRD PARTY MATERIALS. Use of the Services may require Internet access and that You accept additional terms of service. You acknowledge that acceptance by You of any additional terms of service are Your sole responsibility and at Your sole risk. You are responsible for obtaining and maintaining any equipment, device, Wi-Fi and internet connections, third party software, upgrades and any other services needed to connect to, access or otherwise use the App and You are responsible for all fees associated with such use and for compliance with any agreements related to such use. LIGHTING makes no guarantee that the App will be compatible with all devices such as smart phones, tablets, Wi-Fi routers, or internet connections. Certain Services may display, include or make available content, data, information, applications or materials from third parties (“Third Party Materials”) or provide links to certain third-party web sites that would enable you to obtain third-party products or services. By using the Services, You acknowledge and agree that LIGHTING is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials, web sites, products, or services. LIGHTING does not warrant or endorse, does not assume, and will not have any liability or responsibility to You or any other person for any third-party Services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to You. Location data provided by any Services is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, or property or environmental damage. Neither LIGHTING nor any of its content providers guarantees the availability, accuracy, completeness, reliability, or timeliness of data displayed by any Services.

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

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

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE APP, PRODUCTS, AND SERVICES IS AT YOUR SOLE RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND LIGHTING DISCLAIMS) ANY AND ALL LOSS, LIABILITY OR DAMAGES RESULTING FROM YOUR USE OF A PRODUCT AND/OR SERVICE, INCLUDING DAMAGE OR LOSS TO YOUR HVAC SYSTEM, PLUMBING, HOME, PRODUCT, OTHER PERIPHERALS CONNECTED TO THE PRODUCT, COMPUTER, MOBILE DEVICE, AND ALL OTHER ITEMS AND PETS IN YOUR HOME. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND APP ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS, AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, AND LIGHTING HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APP AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF DURABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, AND LIGHTING DOES NOT IN ANY WAY GUARANTEE THE QUALITY, DATA CONTENT, ARTISTIC WORTH OR LEGALITY OF INFORMATION, CONTENT, GOODS OR SERVICES THAT ARE TRANSFERRED, RECEIVED, PURCHASED OR OTHERWISE MADE AVAILABLE OR OBTAINED BY WAY OF THE APP OR THE SERVICES. LIGHTING DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APP OR ANY SERVICES, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE APP WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE

APP OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APP OR SERVICES WILL BE CORRECTED. UNDER NO CIRCUMSTANCES WILL LIGHTING BE HELD LIABLE FOR ANY HARM RESULTING FROM USING THE APP OR SERVICES, DOWNLOADING OR ACCESSING ANY INFORMATION OR MATERIAL THROUGH THE APP OR SERVICES, ANY DELAY OR FAILURE IN PERFORMANCE OF THE APP OR SERVICES RESULTING DIRECTLY OR INDIRECTLY FROM ANY CAUSES BEYOND LIGHTING'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT 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, OR NON-PERFORMANCE OF THIRD PARTIES. LIGHTING FURTHER DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE APP OR SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LIGHTING OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE APP OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. THE EXCLUSION OF CERTAIN WARRANTIES IS PROHIBITED IN SOME JURISDICTIONS, IN WHICH CASE SOME OF THESE EXCLUSIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL LIGHTING, ITS PRINCIPALS, SHAREHOLDERS, OFFICERS, EMPLOYEES, AFFILIATES, CONTRACTORS, AGENTS, SUBSIDIARIES, SUPPLIERS OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE, PERSONAL INJURY, DAMAGE TO ANY PERSONAL PROPERTY OR DAMAGE TO REAL PROPERTY ARISING UNDER THESE TERMS OR OTHERWISE, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE APP, COMMISSIONED PRODUCT, OR SERVICES, HOWEVER CAUSED REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, REGARDLESS OF THE THEORY OF LIABILITY (WHETHER BY BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHERWISE) AND EVEN IF LIGHTING, ITS PRINCIPALS, SHAREHOLDERS, OFFICERS, EMPLOYEES, AFFILIATES, CONTRACTORS, AGENTS, SUBSIDIARIES, SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LIGHTING'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00) OR THE TOTAL AMOUNT PAID BY YOU FOR THE SERVICES AT ISSUE IN THE PRECEDING 12 MONTHS, WHICHEVER IS GREATER, WHICH WILL BE YOUR SOLE AND EXCLUSIVE REMEDY AGAINST LIGHTING. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. LIGHTING DISCLAIMS ALL LIABILITY OF ANY KIND OF LIGHTING'S LICENSORS AND SUPPLIERS. THE LIMITATION OF CERTAIN LIABILITIES IS PROHIBITED IN SOME JURISDICTIONS, IN WHICH CASE SOME OF THESE LIMITATIONS MAY NOT APPLY TO YOU.

Governing Law. LIGHTING controls and manages the App and Services from its facilities in the State of Ohio in the United States of America. Unless otherwise stated, materials and content on the App and Services are presented solely for promoting Products and Services in the United States of America and Canada. Information published on the App, Products and Services may contain references to products, programs and services that are not announced or available in your country or region. We make no representation that such information, products, programs or services referenced on the App, Products or Services are legal, available or appropriate in your country or region. The laws of the State of Ohio, excluding its conflicts of law rules, govern this license and Your use of the App (except that in the case of

use of the App in Quebec by residents of Quebec, this license and Your use of the App shall be governed by the laws of Quebec and the applicable federal laws of Canada). Your use of the App may also be subject to other local, state, municipal, provincial, national, or international laws.

Assignment. You may not assign any of Your rights and obligations arising under these Terms, and You hereby acknowledge and agree that LIGHTING may assign any of its rights and obligations arising under these Terms, in whole or in part, in its sole discretion.

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

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

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

DISPUTE RESOLUTION

Mandatory, Bilateral Arbitration and Waiver of Class Actions

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

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

(1) you may assert claims in small claims court in your county of residence within the United States if your claims qualify; and

(2) this agreement to arbitrate does not include your or LIGHTING’s right to seek injunctive or other equitable relief in state or federal court in Cuyahoga County Ohio to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

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

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

“Disputes” shall include, but are not limited to, any claims or controversies between you and LIGHTING against each other related in any way to or arising out of in any way from this Agreement, the App, the

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

Dispute Notice

Before initiating an arbitration, you and LIGHTING each agree to first provide the other a written notice ("Notice of Dispute"), which shall contain: (a) a written description of the problem and relevant documents and supporting information; and (b) a statement of the specific relief sought. A Notice of Dispute should be sent to: 1975 Noble Road, Nela Park, East Cleveland, Ohio 44112, Attention: Legal Department. We will provide a Notice of Dispute to you via the email address associated with your LIGHTING account. You and LIGHTING agree to attempt in good faith to resolve the Dispute before commencing an arbitration and not to commence an arbitration proceeding until a forty-five (45) day post-notice resolution period expires.

Arbitration Process and Procedure

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

WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION. Further, unless both you and LIGHTING expressly agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If a court decides that applicable law precludes enforcement of any of this subsection's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

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

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

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

Hearing

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

Arbitrator's Decision

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

Fees

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

Small Claims & Government Actions

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