



WeR@Home™

End User License Agreement

ESUGSL050

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End User License Agreement (EULA)

Definitions

The following terms will have the meaning ascribed to them in this EULA:

“ The Company ” or “ we ” or “ us ” or “ our ”:	Essence Security International (E.S.I.) Ltd., 12 Abba Eban Avenue, Ackerstein Towers Bldg. D, Herzliya Pituach, 4612001, Israel.
“ you ” or “ your ”:	An individual exercising permissions granted by this EULA.
“ System ”:	Security systems or smart home systems or any control systems or any part thereof.
“ Device ”:	A mobile phone, personal computer, tablet or any other device or any other application interface that you own and/or use and/or hold and/or control, which may enable access to third party services and applications.
“ Service Provider ”:	An entity (excluding the Company) that provides you services and/or call center services and/or other services that enable you to use the Service (as defined below).

The Company provides a user interface application (including any updates and/or upgrades and/or patches thereto) for monitoring and/or controlling the System via your Device(s) (hereinafter, respectively, the “**Application**”, and the “**Service**”). By using the Service, downloading the Application, installing or using the Application or any part thereof, you irrevocably agree to the following terms and conditions (the “**Terms and Conditions**”).

Third Party notices, terms and conditions for third party software are [here](#) and are incorporated by reference.

Certain information about you is subject to our privacy policy; for more information, see our [Privacy Notice](#) .

Article I – SCOPE OF USE

- a. The Company grants you non-exclusive, non-transferable, non-sub-licensable limited right and license to install and use the Application solely and exclusively for your personal use via your Device(s) (the “**License**”). For the avoidance of doubt, the License allows you to install and use the Application on several Devices owned by you and/or by your direct household members; however,

such additional individuals may not further distribute the Application, and you are responsible for the usage of the Application by such additional individuals in full accordance with this License.

- b. You agree that you shall be solely responsible (and that the Company has no responsibility to you or to any third party) for the use of the Application and/or the Service, for any breach of the obligations under the Terms and Conditions, and for the consequences (including any loss or damage which the Company and/or you and/or any third party may suffer and/or incur) as a result of any such breach.
- c. As a condition to using the Application and/or the Service, you agree that certain updates, upgrades and/or patches to the Application may be automatically received and installed on your System from time to time, and the Company will attempt to ensure that the interference to your daily use of the application by such installments is kept to a necessary minimum.
- d. As a condition to using the Application and/or the Service, you agree that you will receive certain messages from the Company, including notifications sent from the System to your Device(s); modifications, improvements and patches of the Application and/or Service; information with respect to the Company's other products; personalized information, including advertisements, from third parties, unless you elect not to receive such third party contents ("**opt out**"); and such other messages as the Company believes may be to your benefit or interest from time to time.

Article II – PROPRIETARY RIGHTS

- a. You hereby agree and acknowledge that:
 - (i) The Application and/or Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws, and
 - (ii) The Company and/or third parties own all right, title and interest in and to the Application and/or the Service and content, excluding content provided by you, that may be presented or accessed through the Application and/or the Service, including without limitation all Intellectual Property Rights therein and thereto. "**Intellectual Property Rights**" means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

You agree that you will not, and will not allow any third party to,

- (1) copy, sell, license, distribute, transfer, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Application or content that may be presented or accessed through the Application and/or the Service for any purpose, without the express written consent of the Company,

- (2) take any action to circumvent or defeat the security or content usage rules provided, deployed or enforced by any functionality (including without limitation digital rights management functionality) contained in the Application and/or the Service,
 - (3) use the Application and/or the Service to access, copy, transfer or retransmit content in violation of any law or third party rights, or
 - (4) remove, obscure, or alter the Company's copyright notices, trademarks, logos or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Application and/or the Service.
- b. USERNAME AND PASSWORD: In order to access and use the Application and/or the Service you must obtain a valid username and password. You are solely responsible for maintaining the confidentiality of your username and password. For security reasons and to avoid unauthorized access, you are required to logout in an orderly manner from the Application at the end of each session. In any case, the Company shall not be liable for any damage or loss of any kind or nature incurred and/or suffered by you and/or by any third party as a result of the Application and/or the Service being accessed and/or used by unauthorized user/s.
- c. TERMINATION: The License is effective until terminated by you or by the Company by written notice. Your rights under the License will terminate automatically without prior notice from the Company if you fail to comply with any Terms and Conditions, or if the term of the Service expires or terminates; in such event the Company may block you from using and/or accessing the Application and/or the Service and you shall not have any claim against the Company in connection with such restriction. Upon termination of the License, you shall cease all use of the Application and/or the Service, and destroy all copies, full or partial, of the Application.
- d. INDEMNITY: To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless the Company, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including attorneys' fees) arising out of or accruing from your use of the Application and/or the Service, including your downloading, installation, or use of the Application and/or the Service, or your violation of the Terms and Conditions.

Article III – DISCLAIMER OF WARRANTIES

- a. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLICATION AND/OR THE SERVICE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION AND THE SERVICE ARE PROVIDED **"AS IS"** AND **"AS AVAILABLE"**, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLICATION AND/OR THE SERVICE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COMPANY DOES NOT WARRANT AGAINST

INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLICATION AND/OR THE SERVICE, THAT THE FUNCTIONS CONTAINED IN, OR SERVICE PERFORMED OR PROVIDED BY THE APPLICATION AND/OR THE SERVICE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLICATION AND/OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APPLICATION AND/OR THE SERVICE WILL BE CORRECTED. THE COMPANY DOES NOT WARRANT THAT THE APPLICATION SHALL BE COMPATIBLE WITH EACH WEB BROWSER (AND EACH VERSION THEREOF) AND YOU ARE SOLELY RESPONSIBLE FOR OBTAINING A BROWSER SUPPORTING THE APPLICATION FROM YOUR SERVICE PROVIDER. USAGE OF THE APPLICATION MAY REQUIRE DOWNLOADING AND INSTALLMENT OF THIRD PARTY SOFTWARE (E.G., MICROSOFT SILVERLIGHT), AND YOU ARE SOLELY RESPONSIBLE FOR OBTAINING SUCH THIRD-PARTY SOFTWARE, WITH COMPANY ASSUMING NO LIABILITY WHATSOEVER IN CONNECTION WITH SUCH SOFTWARE INCLUDING ITS AVAILABILITY (OR LACK THEREOF), PERFORMANCE, COST, OR ANY RESULTS CAUSED BY THE OPERATION OF SUCH SOFTWARE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE COMPANY OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE APPLICATION AND/OR THE SERVICE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

- b. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE(S), OR LOSS OF DATA THAT RESULTS FROM USING THE APPLICATION AND/OR THE SERVICE.
- c. YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY CANNOT ASSURE AND TAKES NO RESPONSIBILITY THAT SOME OR ALL OF THE INFORMATION SENT VIA THE APPLICATION AND/OR THE SERVICE WILL BE SENT AND/OR REACH THE INTENDED RECIPIENT AND/OR NOT BE SENT AND/OR NOT REACH OTHER THIRD PARTIES, IN WHICH CASE THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGE AND/OR LOSS OF ANY KIND OR NATURE INCURRED AND/OR SUFFERED BY YOU AND/OR BY ANY THIRD PARTY AS A RESULT THEREOF.
- d. YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY CANNOT ASSURE AND TAKES NO RESPONSIBILITY THAT THE APPLICATION AND/OR THE SERVICE WILL SUCCESSFULLY ARM AND/OR DISARM THE SYSTEM AND/OR ANY PART OF THE SYSTEM, IN WHICH CASE THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGE AND/OR LOSS OF ANY KIND OR NATURE INCURRED AND/OR SUFFERED BY YOU AND/OR BY ANY THIRD PARTY AS A RESULT THEREOF.
- e. YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE INFORMATION GATHERED AND/OR STORED BY THE SYSTEM (THE **"INFORMATION"**) (INCLUDING BUT NOT LIMITED TO VIDEO SEGMENTS FILMED AND/OR STORED AND OR GATHERED BY THE SYSTEM (THE **"VIDEO SEGMENTS"**)) (THE **"INFORMATION"** AND THE **"VIDEO SEGMENTS"** COLLECTIVELY TOGETHER: THE **"SYSTEM INFORMATION"**) IS STORED ON THE COMPANY'S SERVERS, AND IS THE SOLE PROPERTY OF THE COMPANY, AND YOUR SERVICE PROVIDER MAY HAVE ACCESS TO SOME OR ALL OF THE INFORMATION (EXCLUDING THE VIDEO SEGMENTS). HOWEVER, THE COMPANY WILL NOT REVIEW OR LET OTHER PARTIES REVIEW THE VIDEO SEGMENTS, WITHOUT YOUR PRIOR CONSENT, EXCLUDING DISCLOSURE THAT IS REQUIRED BY LAW, REGULATION OR ORDER OF A COMPETENT AUTHORITY.
- f. YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY CANNOT ASSURE AND TAKES NO RESPONSIBILITY FOR MEASURES TAKEN AND/OR NOT TAKEN BY YOUR SERVICE PROVIDER IN ORDER TO PROTECT THE SYSTEM INFORMATION, AND IN NO CASE WILL THE COMPANY BE

LIABLE FOR ANY DAMAGE AND/OR LOSS OF ANY KIND OR NATURE INCURRED AND/OR SUFFERED BY YOU AND/OR BY ANY THIRD PARTY IN CASE THE SYSTEM INFORMATION GATHERED AND/OR STORED BY YOUR SERVICE PROVIDER IS EXPOSED TO THIRD PARTIES.

- g. YOU EXPRESSLY UNDERSTAND AND AGREE THAT ALTHOUGH THE COMPANY WILL TAKE REASONABLE MEASURES IN ORDER TO PROTECT THE SYSTEM INFORMATION STORED ON THE COMPANY'S SERVERS AND PREVENT PENETRATION OF THE COMPANY'S SERVERS BY THIRD PARTIES, THERE IS A POSSIBILITY THAT SOME OR ALL OF THE SYSTEM INFORMATION MAY, FOR WHATEVER REASON, WITHOUT THE COMPANY'S AND/OR YOUR SERVICE PROVIDER'S CONSENT, BE EXPOSED TO THIRD PARTIES, IN WHICH CASE THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGE AND/OR LOSS OF ANY KIND OR NATURE INCURRED AND/OR SUFFERED BY YOU AND/OR BY ANY THIRD PARTY AS A RESULT THEREOF.

Article IV – SYSTEM AND SERVICE LIMITATIONS

- a. The Application is designed to integrate with your System which has not been installed by the Company. The System equipment transmits data via high speed Internet, cellular or radio communication. Provided that you are current in your payments to the Company, the Company will permit access, via the Applications, to your System. The Company shall have no responsibility for failure of data transmission, corruption or unauthorized access.
- b. You are responsible for supplying high speed Internet access at your premises where your System is installed. The Company does not provide Internet service; maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply. In consideration of the Service Provider making its monthly payments for remote access to the System, the Company will authorize your access. The Company is not responsible for your access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by you for the Applications and the access of the System. You acknowledge that your System can be non-functional or compromised if the Internet codes or devices used for access are lost or accessed by others and the Company shall have no liability for such third party unauthorized access. The Company is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is your responsibility to secure access to the System with pass codes and lock outs.
- c. The Application is designed to utilize your enabled cellular device to access the System. The device will work only in areas where the cellular service has coverage and the Company has no control over such coverage. The Company is authorized to record and maintain audio transmissions, data and communications, and shall be the exclusive owner of such property. You are responsible for all permits and permit fees, if any, and agree to file for and maintain any permits required by applicable law and indemnify or reimburse the Company for any fines relating to permits. Should the Company be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement you agree to pay the Company for such service or material. The Company does not monitor signals and communications received by from your enabled cellular device.

- d. You acknowledge that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of the Company and are not maintained by the Company and the Company shall not be responsible for any failure which prevents transmission signals from reaching your Internet enable device or damages arising therefrom, or for data corruption, theft or viruses to your Internet enabled device.

Article V – EXCULPATORY AND LIMITATION OF LIABILITY PROVISIONS

- a. EXCULPATORY CLAUSE: You agree that the Company is not an insurer and no insurance coverage is offered herein. Your payments to the Company are for the use of Company's Application and remote access to your System designed to reduce certain risks of loss, though the Company does not guarantee that no loss will occur. The Company is not assuming liability and therefore shall not be liable to you for any loss or injury sustained by you as a result of any cause whatsoever, regardless of whether or not such loss or injury was caused by or contributed to by the Company's negligent performance to any degree or failure to perform any obligation or strict products liability. You release the Company from any claims for contribution, indemnity or subrogation.
- b. LIMITATION OF LIABILITY: You agree that the Application, the service it offers and the System is not designed or guaranteed to prevent any loss or injury. If, notwithstanding the terms of this agreement, there should arise any liability on the part of the Company as a result of any cause whatsoever, regardless of whether or not such loss, damage, or personal injury was caused by or contributed to by the Company's negligence to any degree or failure to perform any obligation or strict products liability, such liability will be limited to an amount equal to six (6) times the monthly payment paid by you to the Company at the time such liability is fixed, or to the sum of \$250.00, whichever is greater. If the Service Provider wishes to increase the Company's maximum amount of such limitation of liability, the Service Provider may, as a matter of right, at any time, by entering into a supplemental agreement, obtain from the Company a higher limit by paying an additional amount consonant with the increase of liability. This shall not be construed as insurance coverage.

Article VI – LEGAL ACTION/ARBITRATION/WAIVER OF CERTAIN RIGHTS

- a. You and the Company waive trial by jury in any action between you and us. Any action by you against the Company must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against the Company must be based on the provisions of this agreement. Any other action that you may have or bring against the Company in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. You agree that any claim against the Company shall be maintained solely by you and that you shall neither initiate nor participate in any class action against the Company, its subcontractors, distributors, licensees or licensors.

- b. If you are a resident of the United States, you and the Company submit to the exclusive jurisdiction and laws of the State of New York and agree that any litigation between the parties must be commenced and maintained exclusively at a competent court located in Nassau County, New York. If you are not a resident of the United States, you and the Company submit to the exclusive jurisdiction and laws of the United Kingdom and agree that any litigation between the parties must be commenced and maintained exclusively at a competent court located in London, United Kingdom.

Article VII – MODIFICATION

The Company reserves the right to modify without prior notice the Application and/or the Service, and the Terms and Conditions governing its use, at any time, including but not limited to charge fees in order to access and/or use the Application and/or the Service. The Company also reserves the right to terminate any or part of the Application and/or the Service at any time on its sole discretion without prior notice.

Article VIII – LICENSE CHANGES

- a. The Company may change this License and all documents incorporated by reference including, without limitation, the Privacy Policy by posting a new version and notifying you in whatever manner the Company reasonably deems appropriate. Use of the Application or Service after such change constitutes acceptance of such change. At all times, you can find the most recent version of this License at <http://www.essence-grp.com/vault/documents/EULA.pdf>.
- b. This Agreement, and any new versions, between the Company and you, covers all your use of the Service, including, without limitation, the Application. You can accept this Agreement by clicking on such acceptance buttons or links as may be designated by the Company. If you disagree with any of the terms below, the Company does not grant you a license to use the Service and/or the Application.

Article IX – MISCELLANEOUS

- a. Your contractual relationship with your Service Provider and/or other third parties, including payment, delivery of goods or services, and any other terms, conditions, privacy policies, warranties or representations associated with such dealings, are solely between you and such provider and/or third party. You agree that the Company will not be responsible or liable for any loss and/or damage of any kind or nature incurred and/or suffered by you and/or any third party as a result of the presence of such provider and/or third parties on the Application and/or the Service.
- b. These Terms and Conditions constitute the entire Agreement between you and the Company relating to the Application and/or the Service and govern your use of the Application and/or the

Service, and completely replace and supersede any prior or contemporaneous agreements between you and the Company regarding the Application and/or the Service.

- c. The failure of the Company to exercise or enforce any right or provision of these Terms and Conditions does not constitute a waiver of such right or provision, which will still be available to the Company.
- d. The provisions of these Terms and Conditions are independent of and severable from each other. If any provision is found to be invalid or unenforceable for any reason, that provision shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, eliminated, and the remainder of these Terms and Conditions shall continue in full force and effect as if these Terms and Conditions had been signed with the invalid portion so modified or eliminated.

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