

## DEKOR WiFi Remote App Terms and Conditions

DEKOR Lighting has built the DEKOR WiFi Remote app as a free app to enhance the functionality of DEKOR's EZ WiFi Dimmer. This service is for use as is.

### AGREEMENT TO TERMS

These Terms and Conditions (also referred to as "Terms of Use") constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and DEKOR Lighting TM ("we," "us" or "our"), concerning your access to and use of the DEKOR WiFi Remote App ("App") as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Service"). You agree that by using the Service, you have read, understood, and agree to be bound by all of these Terms and Conditions Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS and CONDITIONS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICE AND YOU MUST UNINSTALL THE APP IMMEDIATELY.

We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms and Conditions and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Service after the date such revised Terms are posted.

### ACCEPTABLE USE

This Service is intended for users who are at least 13 years of age. All users who are minors in the jurisdiction in which they reside must have the permission of, and be directly supervised by, their parent or guardian to use the Service. If you are a minor, you must have your parent or guardian read and agree to these Terms of Use prior to using the Service.

We grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with these Terms and Conditions.

### INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the App is our proprietary property and all source code, databases, functionality, software, text, and graphics in the App and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions. No part of the App and no Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

## USER REGISTRATION

You are required to create an account to use the App. The email address and name provided will be used in accordance with our Privacy Policy. You may also choose to use aspects of the Service that require you to link this DEKOR account to other services. You agree to keep your DEKOR password confidential and will be responsible for all use of your account. We reserve the right to terminate any user account at any time, at our sole discretion, without warning.

## PROHIBITED ACTIVITIES

You may not access or use the Service for any purpose other than that for which we make the Service available. The Service may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Service, you agree not to:

1. systematically retrieve data or other content from the Service to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. circumvent, disable, or otherwise interfere with security-related features of the Service, including features that prevent or restrict the use or copying of any Marks or enforce limitations on the use of the Service.
3. trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
4. make improper use of our support services or submit false reports of abuse or misconduct.
5. engage in any automated use of the system, such as using scripts to send commands, or using any data mining, robots, or similar data gathering and extraction tools.
6. interfere with, disrupt, or create an undue burden on the Service or the networks or services connected to the Service.
7. attempt to impersonate another user or person or use the account of another user.
8. use any information obtained from the Service in order to harass, abuse, or harm another person.
9. use the Service as part of any effort to compete with us or otherwise use the Service for any revenue-generating endeavor or commercial enterprise.
10. decipher, decompile, disassemble, or reverse engineer any of the software or firmware comprising or in any way making up a part of the Service.
11. harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Service to you.
12. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Service
13. use the Service in a manner inconsistent with any applicable laws or regulations.

## TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Service. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICE TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY

APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICE OR DELETE YOUR ACCOUNT AND ANY INFORMATION CONTAINED WITHIN AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove any and all aspects of the Service at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information in the Service. We also reserve the right to modify or discontinue all or part of the Service without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Service.

We cannot guarantee the Service will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Service, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Service at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Service during any downtime or discontinuance of the Service. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Service or to supply any corrections, updates, or releases in connection therewith.

## CORRECTIONS

There may be information in the App or associated with the Service that contains typographical errors, inaccuracies, or omissions that may relate to the Service, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information at any time, without prior notice.

## DISCLAIMER

THE SERVICE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICE WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (5) ANY BUGS, VIRUSES,

TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED THROUGH THE SERVICE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY INFORMATION OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY INFORMATION POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

### LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Service; (2) breach of these Terms of Use; (3) any breach of your representations and warranties set forth in these Terms of Use; or (4) any overt harmful act toward any other user of the Service. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

### MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Service. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

By linking your DEKOR account to any other service, including but not limited to third-party cloud services, you acknowledge that you are additionally bound to the Terms of Use of the providers of these services. Please carefully review the Terms of Use and privacy policies of any services you choose to use as enhancements to the App.

## CONTACT US

In order to resolve a complaint regarding the Service or to receive further information regarding use of the Service, please contact us at:

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