



# Terms and Conditions – United States of America

December 2018

## Introduction

Hello – and welcome to Hive.

If you've bought one of our Hive products, here's what you need to know about your purchase.

These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content. Please read these terms and conditions carefully as they, along with the details in your online order form and our Privacy Notice, which can be found at [hivehome.com/us/privacy](https://hivehome.com/us/privacy), will tell you everything you need to know about the terms on which we will deal with each other regarding your order and purchase, including an agreement to resolve any disputes by **mandatory binding arbitration without a jury, to waive bringing claims by class actions or other representative actions, and a time limit on bringing claims.**

If you set up a Hive account online or use any Hive product you accept these terms and conditions. If you do not wish to be bound by the dispute resolution terms, you may elect to opt out of them by notifying us in writing within 30 days of purchase (with your name, address, date of purchase, and a clear statement you wish to opt out of these dispute resolution terms). Your right to continue using the products will not be affected. If you do not agree to all the other terms and conditions, however, then you may not use the products and you must return them within 30 days of purchase for a full refund by contacting us as described below.

### Information about us and contact details

We, us or our means Centrica Hive US, Inc.

You can contact us by email at [help.usa@hivehome.com](mailto:help.usa@hivehome.com) or visit [hivehome.com](https://hivehome.com).

You can also contact us by telephoning our customer service team at **1-866-470-9133**. We are open 8.00am – 8.00pm Eastern time, Monday to Friday and 8.00am – 5.00pm, Saturday and Sunday.

### Complaints

If you have any questions or complaints about any product, please contact us. You can telephone our customer service on the number above or email us at [help.usa@hivehome.com](mailto:help.usa@hivehome.com).

We will always try to resolve your complaint as soon as we receive it. When we can't, we will aim to send you an acknowledgement of your complaint within 48 hours and tell you who is dealing with the matter so that you know who to contact. Where your case is complex or involves a number of issues, we may need some time to make sure that we have covered everything. We will keep you regularly informed, either by telephone or in writing, while we do so.

## Our contract with you

### How we will accept your order

Our acceptance of your order will take place when we send an email to the email address you give us to accept your order, at which point a contract will come into existence between you and us that includes your order details and these terms and conditions.

### If we cannot accept your order

If we are unable to accept your order, we'll contact you to let you know why. This might be because, for example, the product is out of stock, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

## Our products are not available for all markets

Our website is solely for the promotion of our products in countries where they have been approved for sale and import. Unfortunately, we do not accept orders from or deliver to addresses outside of these markets or other locations where we are not currently providing our products. A list of these markets is available on our website.

## Returns policy

If you wish to return your products for any reason, you have 30 days from the date you received the products to return them to us and receive a full refund of amounts you paid to us, less any return shipping charges we pay. You must return everything that came in the original box, including the products, any cables, power cords, and manuals. There is no restocking fee associated with your return of products. After the first 30 days, you may return your products only for an accepted return under the **Product warranty** section below in these terms and conditions. If you have a warranty claim, contact us at [help.usa@hivehome.com](mailto:help.usa@hivehome.com) or call customer support at 1-866-470-9133 for further instructions and return authorization.

# Our products

## Product requirements

Most Hive products require a Hive Hub to work. To use Hive products, you'll need:

- A domestic 'always-on' broadband connection with a spare Ethernet port connection. Please note that you must keep your Hive Hub online and connected to the Internet at all times to ensure that it can receive weather data and control your Hive Active Thermostat appropriately
- An extra power outlet close to your broadband router

You'll also need:

- An Android, iOS or Amazon smartphone with an up-to-date operating system if you want to use your smartphone to control your Hive products via the Hive app
- An up-to-date supported web browser to use the online dashboard with laptops and other devices (IE10+, Chrome, Safari or Firefox)
- Supported equipment in your home within Wi-Fi communications range, such as compatible-sized light sockets for connected smart bulbs, grounded three-prong power outlets, and heating systems capable of electronic thermostat control. Not all equipment and configurations are supported.

## Cameras and audio monitoring devices

Our cameras and audio monitoring devices are advanced remote monitoring tools – when activated, they constantly monitor for visual and audio triggers. When triggered, the device will send a notification to your Hive app and commence recording until the trigger event has ended, and these recordings will be available to view on and download from your Hive app in accordance with the terms of your plan.

We use sophisticated video and audio monitoring algorithms to do this trigger event detection – they are very good, but they are not perfect, and so we cannot guarantee that they will always detect a trigger event, nor can we promise that they will never mistake some other noise for a trigger event.

We use the Internet to receive the triggers and to send notifications to you – we will do our best to keep our infrastructure running but, even so, there may well be problems which prevent or delay delivery of notifications or performance of any Actions you have set.

For all of these reasons, your device is not a replacement for your own vigilance, nor should it be used in safety-critical applications. Please be sensible and thoughtful in terms of where you place cameras, and respect your neighbors' privacy.

If you miss or fail to make a payment when due, your right to use the Hive products and some functionality of the device and app may cease. The Hive products, device and app functionality will resume when you successfully pay any missed or failed payments. If you are on a plan that includes the ability to store and view recordings, these recordings will remain available only for the period of time after missed or failed payment as specified in your plan.

## Hive Video Playback Membership

Hive Video Playback Membership gives you access to rolling 30-day camera history for one, two or up to five Hive View cameras, depending on your plan. This access will last for as long as you continue to make your monthly payments.

Hive Video Playback Membership is subject to withdrawal or variation at any time. Where Hive Video Playback Membership is to be withdrawn, we will always try to give you prior written notice (by email) of the withdrawal and any reasons for the withdrawal.

We reserve the right at our sole discretion to refuse any customer from joining Hive Video Playback Membership.

### Number of cameras supported

Please note that Hive Video Playback Membership will be limited to the number of cameras depending on your plan, being one, two or up to five cameras.

## Interference with products

You must not reverse engineer, decompile, adapt or alter the object code used to provide any Hive products.

## Products may vary slightly from their pictures

The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colors accurately, we cannot guarantee that a device's display of the colors accurately reflects their color. Your product may vary slightly in color and design from those images.

## Product packaging may vary

The packaging of the product may vary from that shown on images on our website.

## Our right to make changes

### Changes to the products and terms

We may change any Hive product:

- to reflect changes in relevant laws and regulatory requirements; or
- to implement technical adjustments and improvements (these changes will be designed not to affect normal use of any Hive product in normal household use on systems meeting the stated system requirements).

In addition, we may make other changes to the services we provide and the applicable terms as well as to our Privacy Notice, and this includes any decision on our part to modify, suspend, or discontinue products or any part thereof. If we do, we'll contact you to let you know and you can choose to end the contract and receive a pro-rated refund of pre-paid fees, if any, before the changes take effect, or continue under new terms if that is an option.

## Product warranty

### Limited warranty

All Hive products purchased from us are warranted to be free from defects in materials or workmanship for one year from the date that you pair them with the Hive Hub, provided that you pair them within a reasonable period of time from purchase. If the materials or parts fail to conform to this limited warranty, we will, at our election, either repair or replace them free of charge, or accept termination of your account and provide you with a refund of the purchase price applicable to the period a device fails to conform to this warranty, provided the warranty claim is reported to us within a reasonable time from the failure. This is the sole and exclusive remedy for breach of this limited warranty.

This limited warranty applies to material we provide and repairs we carry out, but it doesn't apply to any other unrelated faults with your HVAC system or appliances; errors, modifications, or damage caused by you or third parties; usage outside of personal, indoor, residential applications; failures caused by third-party equipment; failures in Internet connectivity or the performance of your domestic broadband connection; or any Acts of God or other force majeure events not reasonably within our control.

EXCEPT AS STATED ABOVE IN THIS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR DISTRIBUTORS DISCLAIM ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. THE PRODUCTS ARE OTHERWISE PROVIDED "AS IS," AND WE MAKE NO WARRANTY OR

GUARANTEE THAT THE PRODUCTS WILL BE ERROR-FREE, CONTINUOUSLY AVAILABLE, OR THAT ANY NOTIFICATIONS OR ALERTS BY OR FROM THE PRODUCTS WILL BE TIMELY DELIVERED OR DELIVERED AT ALL GIVEN APPLICABLE USAGE CAPS WHICH APPLY. YOU ARE RESPONSIBLE FOR THE RESULTS OBTAINED FROM YOUR INSTALLATION AND USE OF THE PRODUCTS WHICH YOU USE AT YOUR OWN DISCRETION AND RISK.

IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL WE OR OUR DISTRIBUTORS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR YOUR USE OF THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHER CLAIMS FOR LOSS OR DAMAGE TO YOUR HOME, PROPERTY OR BELONGINGS.

#### Consumer rights

Some states and jurisdictions may not allow the disclaimer or limitation of certain implied warranties, so you and we agree the foregoing will apply to the full extent permitted by applicable law, but you may have different or additional consumer rights by law in your jurisdiction.

## Self-installation

You are responsible for the safe and proper installation of all Hive products you order. Please see the product user guides for help on how to do this.

We won't be responsible, and no refund will be given, for any costs, loss or damage that you suffer which is caused by the incorrect installation of your Hive products.

## General terms

### Personal indoor residential use only

All Hive products are sold for your personal, indoor, residential use only. No other use is authorized. Hive products are not designed or certified for emergency response or other situations where health or safety may be at stake and Hive products should not be relied upon for such purposes. You agree that you will comply with all legal requirements applicable to your use of the Hive products, and you will not use any of our products, including services on our website, to violate our rights or those of any third parties.

### Upgrades

As a user of any Hive product, you are entitled to receive software updates or upgrades for your products or app, and you may be required to install or allow installation as a condition of continued use of Hive products. Updates or upgrades can be necessary for reasons such as enabling new features or enhancing security. You agree that we may update your Hive products automatically through the Internet without obtaining further consent each time. As a condition of our obligations under these terms and conditions, you agree to use our products only as provided herein and to continue to meet the system requirements listed for our products.

We won't be responsible if an upgrade affects how your Hive products work if this is caused by your own equipment – such as your smartphone or broadband not supporting the upgrade.

### Account information

To use Hive products, you will be required to create an online Hive account and provide certain information as prompted. You agree that all required information you submit is truthful and accurate and you will update the information if it changes including your contact information. You are responsible for the use of Hive products by yourself and others, including use of your account, so please use strong passwords and protect the security of your account. If you suspect any unauthorized use or access, please report it to us immediately.

### General exclusions

You are solely responsible for the following in relation to your use of the Hive products:

- compatibility of your mobile phone, computer or internet browser with Hive products (you can see the minimum system requirements in the **Product requirements** section above or at [hivehome.com/us/support](https://hivehome.com/us/support));

- any subsequent changes made to your HVAC system or broadband internet connection that prevent your Hive products from working;
- any costs, loss or damage that you suffer as a result of not using your Hive products in line with our instructions (including in these terms and in any user guides), or by problems caused by your mobile phone, computer, internet browser or internet connection (rather than the Hive system);
- any costs, loss or damage that you suffer as a result of not keeping your Hive products activated or not maintaining your broadband connection;
- any costs that you incur related to your broadband Internet connection, your smartphone, your computer, utility bills, or that you incur by exceeding the permitted data limit on your broadband or smartphone;
- any costs, loss or damage that you experience by unauthorized use of your Hive products (e.g. if your smartphone or log-in details are lost or stolen). We advise you to keep your log-in details secret and to use PIN protection on your smartphone to prevent unauthorized use of your Hive system. If you believe that someone has gained unauthorized access to your Hive system, you can report this to us at [help.usa@hivehome.com](mailto:help.usa@hivehome.com) and we will do what we can to help you reset your Hive log-in details;
- any loss or damage you experience as a result of you or anyone else altering the radio frequency allocations of your system controls or otherwise tampering with any Hive products;
- any loss or damage you experience following our failure to send you a notification in relation to any Hive product;
- replacing the batteries for your Hive products;
- the broadband internet connection to your home; or
- providing a smartphone, computer or Internet browser that is compatible with the Hive system.

The Hive website, app and services provided through these may be temporarily unavailable if we have to carry out routine or emergency maintenance. We will try to inform you in advance, but it may not always be possible to do so. During maintenance, the remote functionality may not be available, but you can still control your products manually in your home.

## Dispute Resolution

If a dispute arises, you agree that all claims, disputes, or controversies between you and us of any nature or kind, whether pre-existing, present, or future, that arise from or relate to the use of the products (**Claims**) that cannot be resolved informally will be resolved by mandatory binding arbitration as described below and will be subject to a one-year period in which to bring such Claim.

### Agreement to Arbitrate

If informal efforts to resolve your complaints fail or are not used, you agree that any and all Claims will be resolved exclusively by binding arbitration as described herein, except that:

- you may assert Claims in a small claims court in the United States if your Claims meet the court's jurisdictional requirements; and
- any party may pursue Claims and relief in a court of competent jurisdiction and proper venue regarding alleged infringement of intellectual property rights.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS VERY LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD TO YOU ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND FORMS OF RELIEF AS A COURT COULD (INCLUDING INJUNCTIVE AND DECLARATORY RELIEF AS WELL AS STATUTORY DAMAGES) AND MUST FOLLOW THE LAW AND TERMS OF THIS AGREEMENT AS A COURT WOULD. ANY ARBITRATION OF CLAIMS HEREUNDER WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS AND PRIVATE ATTORNEY GENERAL ACTIONS ARE NOT PERMITTED.

### Arbitration Fees

The allocation and payment of all filing, administration and arbitrator fees will be governed by the American Arbitration Association's (**AAA**) rules which limit the amount a consumer is required to pay.

### Arbitration Rules

The arbitration will be conducted by the AAA under its applicable rules including the AAA's Supplementary Procedures for Consumer-Related Disputes if your Claim meets those requirements. The arbitration will be conducted in the English language by a single arbitrator who is an attorney-at-law with experience in online services and who is also a member of the AAA National Roster of

Arbitrators. If the parties cannot agree on a mutually acceptable arbitrator and location within 15 days after the arbitration is initiated, then the AAA will pick a neutral arbitrator who meets the qualifications and will designate a location within the United States. The AAA's rules are available at [adr.org](http://adr.org), or by calling 1-800-778-7879 toll free, or by calling 1-212-484-4181.

## Initiating Arbitration

To begin an arbitration proceeding, you must follow the procedures specified by the applicable AAA rules as described on their website at [adr.org](http://adr.org).

## Arbitration Process

Because appearing in person for arbitration can be unduly burdensome in the circumstances, arbitration hereunder shall not require any personal appearance by the parties or witnesses unless mutually agreed. Either or both parties may participate by written submissions, telephone calls, or other means of remote communication as allowed by the arbitrator.

The arbitration can only decide Claim(s) between the parties involved and may not consolidate or join the claims of other persons that may have similar claims. There shall be no pre-arbitration discovery except as provided for in the applicable AAA rules. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information.

At the request of any party, the arbitrator shall provide a brief written explanation of the basis for the decision and award. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding on the parties except for any right to appeal under the AAA rules or the Federal Arbitration Act.

## Enhanced Recovery

If the arbitrator rules in your favor on the merits of any Claim you bring against us and issues you an award that is greater in monetary value than our last written settlement offer made to you before final written submissions are made to the arbitrator, then we will pay you 150% of your arbitration damages award, up to \$1,000 over and above your damages award.

## Time Restrictions on Claims

YOU MUST FILE A COMPLAINT WITH THE AAA OR A PERMITTED COURT WITHIN ONE YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A CLAIM, OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE.

# FCC Compliance Notice

Our products comply with Part 15 of the U.S. Federal Communications Commission (FCC) Rules. Operation is subject to the following two conditions:

- our products may not cause harmful interference; and
- our products must accept any interference received, including interference that may cause undesired operation.

Our products have been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. Our products generate, use and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If our products cause harmful interference to radio or television reception, which can be determined by turning the product off and on, you are encouraged to try to correct the interference by one or more of the following measures:

- reorient or relocate the receiving antenna;
- increase the separation between the product and receiver;
- connect the product into an outlet on a circuit different from that to which the receiver is connected; or
- consult the dealer or an experienced technician for help.

## Radio Frequency Exposure

Our products comply with FCC radiation exposure limits set forth for an uncontrolled environment. In order to avoid the possibility of exceeding the FCC radio frequency exposure limits, human proximity to the antenna shall not be less than 20cm during normal operation. Changes or modifications not expressly approved by us could void your authority to operate the products under FCC rules.