



Terms and Conditions – United States of America

January 2018

These terms

If you've signed up to one of our Hive service plans or bought one of our Hive products, here's what you need to know about your order.

These are the terms and conditions on which we supply products and services (**Products**) to you, whether these are goods, services, and/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, 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.

If you ordered Hive Products under an installment purchase plan, please carefully read the Installment Agreement terms and mandatory disclosures that also apply to your purchase which are attached at the end of this document and incorporated into these terms.

Information about us and contact details

We, us or our means Centrica Connected Home US Inc.

You can contact us by email at help.usa@hivehome.com or visit 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.

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.

Federal E-Sign Act Disclosure and Consent

Please read this Federal Electronic Signatures in Global and National Commerce Act (**E-Sign**) Disclosure and Consent carefully and print a copy for your records. You give your consent to this E-Sign disclosure by placing a checkmark in the box on the webpage when you accept these terms. By checking the box(es) on the website you consent to the electronic delivery of the disclosures, agreements, privacy notices, change notices, Installment Agreement terms and conditions and any other documents. You also agree that we do not need to provide you with additional paper (non-electronic) copies of the disclosures, agreements, change notices, terms and conditions and any other documents, unless specifically requested. Once you consent to the disclosures, you may request paper copies, which may result in a fee. To receive electronic records, you must have (and by consenting to these terms, you represent that you do have) access to a current version of an Internet browser we support, a broadband connection to the Internet, a current version of a program that accurately reads and displays PDF files (such as the free Adobe Acrobat Reader), and a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form. You must also have an active email address and keep us informed if you wish to change the email address associated with your account.

You may withdraw your consent to receive statements in electronic form for your accounts by contacting us via email at help.usa@hivehome.com or visit hivehome.com. We may treat your provision of an invalid email address or the subsequent malfunction of a previously valid address as a withdrawal of your consent to receive electronic statements. We may impose a fee to process the withdrawal of your consent to receive electronic statements. Any withdrawal of your consent to receive electronic statements will be effective only after we have a reasonable period of time to process your withdrawal.

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
- 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.

Interference with products and services

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

Hive Video Playback Membership

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

Hive Video Playback Membership gives you access to rolling 30-day camera history for up to two Hive View cameras. 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.

Fair use

Hive Video Playback Membership is intended to support up to two Hive View cameras – your service may suffer if you try to use more than two cameras, and we reserve the right to cancel your plan if you have more than two cameras installed. Hive Video Playback Membership is subject to fair use and we reserve the right to cancel your plan if we think you are storing excessive amounts recordings.

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.

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 central heating 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, CENTRICA CONNECTED HOME AND ITS 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 CENTRICA CONNECTED HOME MAKES 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 CENTRICA CONNECTED HOME OR ITS 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 at in the **Requirements** section above or at hivehome.com/us/support);
- any subsequent changes made to your central heating 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 helpusa@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.

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.

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, 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.

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 radio / TV 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.

Annex: Installment Payment Plan and Disclosures

If you ordered Hive Products under an installment payment plan, the following agreement terms and mandatory disclosures apply to your purchase in addition to the terms and conditions above:

**RETAIL INSTALLMENT CONTRACT
RETAIL INSTALLMENT SALE AGREEMENT
RETAIL INSTALLMENT OBLIGATION
SUBJECT TO STATE REGULATION**

SELLER (CREDITOR): Centrica Connected Home US, Inc., 12 Greenway Plaza, Suite 250 Houston, Texas 77046, telephone 1-866-470-9133, and email help.usa@hivehome.com.

BUYER: You, the customer ordering Hive hardware Products under an installment payment plan. Your consent to sign and transact electronically, and to withdraw consent, is as described above in the Hive terms and conditions.

DESCRIPTION OF PRODUCTS ACQUIRED UNDER THIS INSTALLMENT AGREEMENT: The collection of Hive hardware Products you ordered and we deliver based on one of the Hive packs described in the disclosures below (the selection you make when you place your order is referred to herein as the **Pack** or **Products**).

YOU, meaning the Buyer named above, agree to pay US, the Seller/Creditor named above the Total Sale Price of the Pack you select according to the terms of this payment plan agreement (referred to herein as this **Installment Agreement**).

HIVE PACKS: The disclosures for each Pack are shown in this chart and will apply to you based on which Pack you order	MONTHLY PAYMENT: This is the monthly payment due from you each month for 24 months (does not include applicable taxes which will be billed monthly)	ANNUAL PERCENTAGE RATE: The cost of your credit as a yearly rate	FINANCE CHARGE: The dollar amount the credit will cost you	AMOUNT FINANCED: The amount of credit provided to you	TOTAL OF PAYMENTS: The amount you will have paid after you have made all payments as scheduled	TOTAL SALE PRICE: The total cost of your purchase on credit including your down payment of \$0.00
Hive Close to Home Pack	\$14.58	0%	\$0.00	\$349.99	\$349.99	\$349.99
Hive Close to Home Pack - hubless	\$12.50	0%	\$0.00	\$299.99	\$299.99	\$299.99
Hive Heating & Cooling Pack	\$9.58	0%	\$0.00	\$229.99	\$229.99	\$229.99
Hive Starter Pack	\$8.33	0%	\$0.00	\$199.99	\$199.99	\$199.99
Hive Starter Pack - hubless	\$6.25	0%	\$0.00	\$149.99	\$149.99	\$149.99
Hive Welcome Home Pack	\$14.58	0%	\$0.00	\$349.99	\$349.99	\$349.99
Hive Welcome Home Pack - hubless	\$12.50	0%	\$0.00	\$299.99	\$299.99	\$299.99

Note: Taxes are not included in Amount Financed. All applicable taxes will be set forth on your monthly bill in addition to amounts shown above. You have the right to request a further itemization under this Installment Agreement for your specific Plan; please email your request to us at help.usa@hivehome.com or contact us at **1-866-470-9133**.

EXCEPT AS PROHIBITED BY APPLICABLE LAW, THE SECTIONS OF THE HIVE TERMS AND CONDITIONS TO WHICH THIS INSTALLMENT AGREEMENT IS ATTACHED GOVERNING WAIVERS AND LIMITATIONS OF LIABILITY, DISCLAIMER OF WARRANTIES, DISPUTES, AND OTHER PROVISIONS OF YOUR RELATIONSHIP WITH US ARE HEREBY INCORPORATED BY THIS REFERENCE IN THIS INSTALLMENT AGREEMENT, AND SHALL SURVIVE ANY CANCELLATION OR TERMINATION OF THE HIVE TERMS AND CONDITIONS BY YOU. SPECIFICALLY, AND WITHOUT LIMITING THE FOREGOING, ANY DISPUTES UNDER THIS AGREEMENT SHALL BE RESOLVED IN ACCORDANCE WITH THE SECTION OF THE HIVE TERMS AND CONDITIONS UNDER THE HEADING: **DISPUTE RESOLUTION**.

Installment Payments

Each monthly payment is due on the due date listed on your monthly bill. On each of your next 24 monthly bills, beginning from the first bill generated after you accept this Installment Agreement, you will see a charge for your Plan, plus any applicable sales taxes. If you fail to pay the full amount due at any time then we, at our sole discretion in accordance with and subject to applicable law, may suspend or disconnect your service or any portion thereof to any or all of your Products.

Prepayment

You may pay the total amount due under this Installment Agreement at any time before the final scheduled payment is due, and you will not have to pay a penalty. To pay the total amount due under this Installment Agreement before the final scheduled payment is due, contact our customer account representatives at help.usa@hivehome.com or by phone at **1-866-470-9133** to request to pay off the remaining balance. If you elect to pay off the remaining balance, our customer account representative will include the entire remaining balance to your next bill, which will become your final scheduled payment. There is no penalty or additional fee associated with prepayment under this Installment Agreement.

Risk of Loss; Insurance

You bear the entire risk of loss, theft or damage to the Products from any cause during the term of this Installment Agreement. Even if the Product is lost, stolen or damaged, you remain obligated for the total of the payments.

Default and Remedies

You are in default under this Installment Agreement if:

- you fail to make any required payment when due;
- your Hive account is terminated for any reason;
- you breach any covenant, representation or warranty hereunder; or
- you default in the performance of any other obligation which is not cured within ten days after written notice to you (subject to any applicable laws requiring a different notice and cure period),

(each a **Default**).

To the extent permitted by applicable law, upon a Default we have the right to require you to pay immediately the entire remaining balance in full under this Installment Agreement, and to pay us actual and reasonable costs of collection (unless prohibited by state law). We also have the right to discontinue providing any services related to the Products, including but not limited to termination of the ability to interact with the Products through the Hive app.

Assignment

We may, without your consent, and without giving you notice, assign or transfer this Installment Agreement or any payment or any other sums due or to become due hereunder. In such event our assignee will have, to the extent transferred or assigned to it, all our rights, powers, privileges and remedies under this Installment Agreement. You agree you will not assign this Agreement or any interest in it and will not sell or offer to sell or transfer or enter into any lease with respect to the Products covered by this Installment Agreement without our prior written consent.

Your Right to Cancel

If you do not want the Products, you may cancel by returning the Products within 30 days of the date you received the Products. You must return your Products pursuant to our Returns Policy set forth below to cancel your obligations under this Installment Agreement. If you do not return your Products in accordance with the Returns Policy, you will be responsible for all outstanding charges under this Installment Agreement and it will remain in full force and effect.

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 of the Hive terms and conditions. If you have a warranty claim, contact us at help.usa@hivehome.com or call customer support at **1-866-470-9133** for further instructions and return authorization.

Please see the table below for the charges that may apply if you cancel your Installment Agreement, what you need to do, and whether your Hive Products will continue to work.

When your Installment Agreement is cancelled	What you need to pay	What you need to do	Will your Hive Products continue to work?
If you change your mind within 30 days of receipt of the Products	No charge	Let us know you've changed your mind within 30 days of receipt of the Products and return all your Products	N/A You'll need to return all your Products to us, or the retailer if you bought them from a retailer, within a reasonable time to avoid having to pay the remaining balance of the Installment Agreement for the Products
If your plan is cancelled after 30 days but within 24 months	The remaining balance of the Installment Agreement for the Devices	Let us know you want to cancel your Installment Agreement	Yes. Your Hive Devices will continue to work with basic remote functionality through the Hive app

Notice to Buyer

Do not accept this Installment Agreement before you read it or if it contains any blank spaces for information that is available at the time you accept it.

You are entitled to a completely filled-in copy of this Installment Agreement. Print it and keep it to protect your legal rights. If you need a copy sent to you, contact us at help.usa@hivehome.com.

Under the law, you have the right to pay off in advance the full amount due at any time. If you desire to prepay the full amount due, the amount due will be furnished upon request.

This agreement is covered by state and federal laws, and you have the rights of a buyer under such laws.

ANY HOLDER OF THIS INSTALLMENT AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH YOU THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED UNDER THIS AGREEMENT OR WITH THE PROCEEDS HEREOF.