

You are viewing the Terms of Service for the following region: United States and other countries outside the European Economic Area ("EEA").

Last Updated: May 6, 2020

Please read these Terms of Service ("Terms") carefully as they form a contract between you and Habitat Technologies LLC. ("Habitat," "we," "us," or "our") that governs your access to and use of our services to manage Habitat's line of products and related energy control products (the "Services") when you download our mobile application ("App") onto your mobile telephone, handheld device, tablet or using the web version of the Services, available at website provided by Habitat, including all updates and upgrades that replace or supplement the App in any respect and which are not distributed with a separate license. Please note that these Terms do not govern any products you may have purchased from Habitat, and you should review the warranty and other product documentation (if any) provided with any such products.

BY REGISTERING FOR OR USING ANY OF THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. You may use the Services only in compliance with these Terms and only if you have the power to form a contract with Habitat and are not barred under any applicable laws from doing so. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MUST NOT USE THE SERVICES. Should you have any questions concerning these Terms, please contact us through the App or sending an email to customerservice@habitat.support.

These Terms are subject to and incorporate by reference our North American Privacy Policy. Users in the EEA receive services are governed by a separate term of service and privacy policy.

Please note that we do not provide warranties for the Services, and these Terms limit our liability to you. See Sections 14 (NO WARRANTY) and 16 (LIMITATION OF LIABILITY) of these Terms for additional information.

IMPORTANT: THESE TERMS INCLUDE, AMONG OTHER THINGS, AN ARBITRATION PROVISION CONTAINING A CLASS ACTION WAIVER.

1. CHANGES TO THESE TERMS

We reserve the right to revise these Terms from time to time. We will date and post the most current version of these Terms when you access our Services. Any changes will be effective upon our posting of the revised version of these Terms (or such later effective date as may be indicated at the top of the revised Terms). We therefore encourage you to check the date of these Terms whenever you use our Services to see if these Terms have been updated. Your continued access or use of any portion of the Services constitutes your acceptance of such changes. If you do not agree to any of the changes, we are not obligated to keep providing the Services, and you must cancel and stop using the Services. If, in our sole discretion, we deem a revision to these Terms to be material, we will notify you via our Services or by email to the email address associated with your account.

2. ACCESS TO THE SERVICES

You may use the Services, on a non-exclusive basis, solely in strict compliance with these Terms and all applicable laws.

3. ELIGIBILITY

You must be a minimum of age 18 or the age of majority in your jurisdiction to register for the Services. By registering for and using the Services, you warrant that you are 18 or older and understand your obligations under these Terms.

4. YOUR ACCOUNT

To obtain access to the Services, you will be required to set up an account by providing your email address and designating a password. When setting up an account with Habitat you must: (a) provide true, accurate, current and complete information about yourself as requested by our registration form (such information being the "Registration Data"); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. Habitat may deny approval for access to the Services or withdraw such approval at any time in its sole discretion, with or without cause.

Only users who have registered for an account may access the Services. All users must keep their passwords confidential and are responsible for selecting robust passwords that are not easily deciphered. We will not be liable for any loss or damage arising from any disclosure of your password and consequent unauthorized use of your account.

5. SOFTWARE LICENSE

Software may be downloaded onto your mobile telephone, handheld device, tablet to access our Services. We reserve all other rights to the software. We may automatically check your version of the software and may automatically download new versions of the software to your device.

Any software provided to you is licensed, not sold. Habitat grants you a personal, limited, non-exclusive license to install and use the software, such as the App, for your non-commercial use to access the Services on a single, authorized mobile device, subject to the conditions and limitations set out in these Terms. Any commercial use of the software is prohibited. You have no right to sublicense, copy, transfer, modify or make derivative works of the software. Unless we notify you otherwise, the software license ends when your use of the Services ends. You must then promptly uninstall the software, or we may disable it. You must not work around any technical limitations in the software.

6. OUR PROPRIETARY RIGHTS

As between Habitat and you, Habitat or its licensors own and reserve all rights, title and interests in and to the Services and the App, including all intellectual property rights therein, all hardware, software and other items used to provide the Services, other than the rights explicitly licensed to you herein to use the Services in accordance with these Terms. No title to or ownership of any proprietary rights related to the Services (including the App) is transferred to you pursuant to these Terms. All rights not explicitly granted to you are reserved by Habitat. In the event that you provide comments, suggestions or recommendations to Habitat related to the Services (including, without limitation, regarding modifications, enhancements,

improvements or other changes to the Services) (collectively, "Feedback"), you hereby grant to Habitat

a world-wide, royalty-free, irrevocable, perpetual, fully transferable, sublicensable license to use and otherwise incorporate any Feedback provided in any way and for any purpose in connection with the Services and/or App, including the right to reproduce, copy, adapt, modify, perform, display, publish, broadcast, transmit or otherwise communicate to the public by any means whether now known or unknown and distribute your Feedback without any further notice or compensation to you of any kind for the whole duration of protection granted to intellectual property rights by applicable laws and international conventions. You hereby waive any moral rights, including any rights of paternity, publication, reputation or attribution in favor of Habitat. The license granted to Habitat and the above waiver of any applicable moral rights, survives any termination of the Terms.

7. CONSENT TO ELECTRONIC COMMUNICATIONS AND SOLICITATION

By registering with Habitat, you understand that we may send you communications or data regarding the Services, including but not limited to: (a) notices about your use of the Services, including any notices concerning violations of use and updates; and (b) subject to applicable law, promotional emails with information on goods or services in which we think you may have interest. We give you the opportunity to opt-out of receiving promotional electronic mail from us by following the opt-out instructions provided in the message.

We will send you informational text (SMS/MMS) messages only if you specifically request us to provide them within the App settings and choose to provide us with your mobile telephone number. You may opt out at any time by changing your App settings. You acknowledge that opting out of receiving text messages may impact your use of the App.

8. UNAUTHORIZED ACCESS

You must immediately notify Habitat in writing if you become aware of any unauthorized use of your account or the Services. In the event of any such unauthorized use by any third party that obtained unauthorized access through you, you will take all steps necessary to terminate such unauthorized use. You will provide Habitat with such cooperation and assistance related to any such unauthorized use as Habitat may reasonably request.

9. SUSPENSION AND TERMINATION OF USE OF THE SERVICE

We reserve the right to suspend or terminate your access to the Services at any time in our sole discretion, with or without cause or notice, and without incurring liability of any kind. For example, we may suspend or terminate your access to or use of the Services due to: (a) an actual or suspected violation of these Terms; (b) use of the Services in a manner that may cause Habitat to incur legal liability or disrupt others' use of the Services; (c) the suspicion or detection of any malicious code, virus or other harmful code by you or in your account; (d) scheduled or recurring downtime; or (e) unplanned technical problems and outages. If, in our determination, the suspension might be indefinite or we have elected to terminate your access to the Services, Habitat will use commercially reasonable efforts to notify you through the Services or by email to the email address associated with your account. You acknowledge that if

your access to the Services is suspended or terminated, you may no longer have access to the data that are stored through the Services.

10. ACCEPTABLE USE

You must not use the Services to harm others or Habitat. For example, you must not use the Service to harm, threaten, or harass another person, organization, or Habitat or to build a similar service or website. You must not: damage, disable, overburden or impair the Services (or any network connected to the Services); resell or redistribute the Services or any part thereof; use any unauthorized means to modify, reroute, or gain access to the Services or attempt to carry out these activities; or use any automated process or service (such as a bot, a spider, or periodic caching of information stored by Habitat) to access or use the Services. In addition, you promise that you will not and will not encourage or assist any third party:

- to modify, alter, tamper with, repair or otherwise create derivative works of any software;
- to reverse engineer, disassemble or decompile the software used to provide or access the Services or attempt to discover or recreate the source code used to provide or access the Services;
- to use the Services in any manner or for any purpose other than as expressly permitted by these Terms, the Privacy Policy, or any other policy, instruction or terms applicable to the Services that are available through the Services);
- to sell, lend, rent, resell, lease, sublicense or otherwise transfer any of the rights granted to you with respect to the Services to any third party;
- to remove, obscure or alter any proprietary rights pertaining to the Services;
- to use the Services in any manner in which the failure of the Services could lead to death, personal injury, or physical property or environmental damage;
- to use the Services to: (i) engage in any unlawful or fraudulent activity or to perpetrate a hoax or engage in other similar manipulation of data; (ii) store or transmit inappropriate data, including any data that in any way violate or infringe upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability; (iii) store or transmit any data that contain or are used to initiate a denial of service attack, software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancelbots, or spyware; or (v) abuse, harass, stalk or otherwise violate the legal rights of any third party;
- to interfere with or disrupt servers or networks used by Habitat to provide the Services, or violate any third party regulations, policies or procedures of such servers or networks or harass or interfere with another user's full use and enjoyment of the Services;
- to access or attempt to access Habitat's other accounts, computer systems or networks to which you are not entitled access, through password mining or any other means; or
- to cause, in our sole discretion, inordinate burden on the Services or Habitat's system resources or capacity.

11. UPDATES TO THE SERVICES

Habitat reserves the right, in its sole discretion, to make any necessary unscheduled changes, updates or enhancements to the Services at any time. We may add or remove functionalities or features, and we may suspend or stop providing the Services altogether.

Automatic Firmware Updates. Habitat may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Services and/or the Product Firmware ("Updates"). These may be automatically installed without providing any additional notice or receiving any additional consent. You consent to this automatic update. If you do not want such Updates, your remedy is to terminate your Account and stop using the Services and the Product. If you do not terminate a previously created Account, you will receive such Updates automatically. You acknowledge that you may be required to install Updates to use the Services and the Product and you agree to promptly install any Updates Habitat provides. Your continued use of the Services and the Product is your agreement to these Terms with respect to the Services with respect to updated Product Firmware.

12. PRIVACY

North American and Global (Non-EEA) Privacy Policy

Last Updated: Feb 26, 2020

Privacy is important to Habitat Technologies LLC. ("Habitat", "we", "us" and "our").

Our Privacy Policy explains how we collect, use, share and store information when you use our services to manage Habitat's line of products and related energy control products (the "Services") by downloading our mobile application ("App") onto your mobile telephone or handheld device or using the web version of the Services, available at website provided by Habitat. This policy applies to users of our Services in the United States, Canada and other countries served by Habitat. By using our Services, you are agreeing to this Privacy Policy.

Questions? Feel free to contact us using the information below.

Types of Personal Information We Collect

Personal Information is data relating to an identified or identifiable person. We collect the following Personal Information when an individual signs up to use our Services ("Account Owner"):

- first and last name;
- email address;
- street address;
- city, state, zip or postal code and country of residence; and
- telephone number (optional).

As part of your use of the Services, we also receive information concerning your household's home energy (heating and air conditioning) and electricity patterns and use.

Use of Your Personal Information

The purposes for which we may use your Personal Information include:

- To identify users and to reply to your questions and requests. For example, we will use your information to respond when you contact us.
- To provide the Services, including, as needed, to send important notices, such as home system alerts (when those alerts are offered as part of the Services), scheduled maintenance of, or changes to, the Services. Because this information is important to your relationship with us, you may not opt out of receiving these communications.
- For internal purposes, such as auditing, data analytics and research to create, develop, operate, deliver and improve our Services, products, and customer communications.
- To contact you, as permitted by law, to inform you about new features, services, or products we think you would be interested in. You can always opt-out of receiving promotional emails by changing the notification preferences in your account settings or by unsubscribing via the “Unsubscribe” link in any Habitat email. Opting out of these emails will not end transmission of important service-related emails that are necessary to your use of the Habitat service.

Collection and Use of Additional Information

We also collect data in a form that does not, on its own, permit direct association with any specific individual (“non-Personal Information”). The following are some examples of how we may collect and use non-Personal Information:

- Device Identifiers
: Habitat automatically collects an IP address or other unique identifier information (“Device Identifiers”) for the mobile device or computer (collectively, “Device”) you use to access the Services. A Device Identifier is a number that is automatically assigned to your Device when you access our servers, and our computers identify your Device by its Device Identifier. We may use a Device Identifier, among other things, to administer the Services, help diagnose problems with our servers and gather broad demographic information for aggregate use.
- Service Usage Information
: Habitat and its third-party service providers may use a variety of techniques that passively or automatically collect anonymized or aggregated information about how our Services are accessed and used (“Usage Information”), including your Device type, browser type, operating system, application version and the extent to which you use the Services.

In the event we combine non-Personal Information with Personal Information, the combined information will be treated as Personal Information for as long as it remains combined.

Cookies

We also use cookies to help our Services function properly. Cookies are small text files which are deposited on your Device. We use cookies to remember user log-in details, provide secure log-in and collect statistics to optimize functionality of our Services. It may be possible to disable some cookies through your Device or browser settings. Please note, however, that certain features of our Services may not be available if cookies are disabled.

Online Tracking

We do not collect Personal Information about individual users' online activities over time and across different websites or online services and therefore do not respond to Do Not Track ("DNT") signals. Nor do we knowingly authorize third parties to collect Personal Information about individual users' online activities over time and across different websites or online services.

Sharing Personal Information with Third Parties

We may share your Personal Information in a limited number of circumstances, including:

- **With Our Third-Party Service Providers:** We share Personal Information with third parties involved in the process of providing services to us or you or performing functions on our behalf. Those third parties are only permitted to use your Personal Information for the purpose for which it has been provided and may not disclose it to any other third party except at our express direction and in accordance with this Privacy Policy.
- **To Protect Our Interests & Comply with the Law:** It may be necessary – due to applicable law, legal process, litigation, or requests from public and governmental authorities within or outside your country of residence – for us to disclose your Personal Information. We may also disclose information about you if we determine that for purposes of national security, law enforcement, or other issues of public importance, disclosure is necessary or appropriate. We may also disclose information about you if we determine that disclosure is reasonably necessary to enforce our Terms of Service or protect our operations or users.
- **Business Transfers:** Additionally, in the event of a bankruptcy, reorganization, merger or sale of Habitat or of substantially all of our assets, we may transfer any and all Personal Information we collect to the relevant third party.

Protection of Personal Information

We take the security of your Personal Information very seriously and use reasonable security safeguards intended to protect the Personal Information that we collect from unauthorized access. However, we cannot guarantee that your communications with us will be completely secure or free from unauthorized access by third parties. You use our Services and provide us with your Personal Information at your own risk.

Where We Store Your Personal Information

The Personal Information that we collect from you may be transferred to, and stored at, a destination outside your home country. It may also be processed by staff operating outside your home country, who work for us or for one of our suppliers. These staff may be engaged in the fulfilment of your request, the provision of support services. By submitting your Personal Information, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your Personal Information is treated securely and in accordance with this privacy policy.

Access to and Retention of Your Personal Information

You can help ensure that your contact information and preferences are accurate, complete and current by logging in to your account. For any other Personal Information, we maintain, we will consider any access, correction or deletion requests, to the extent we are not required to retain the data by law or for legitimate business purposes. We may decline to process requests that are frivolous/vexatious, jeopardize the privacy of others, are impractical, or for which access, correction or deletion is not required by applicable law. Requests can be made by contacting us as directed below.

We will retain your Personal Information for the period necessary to fulfill the purposes outlined in this Privacy Policy, unless a longer retention period is required or permitted by law.

Children

Account Owners must be at least 18 years of age.

Accordingly, the Sites are not directed to children under age 13. Habitat Technologies LLC. does not knowingly collect, use or disclose Personal Information from anyone under 13 years of age. If we become aware that we have unknowingly collected Personal Information from a child under the age of 13, we will delete such information from our records.

Privacy Questions

If you have any questions or concerns about this Privacy Policy or our data processing practices, please contact us at:

- By Mail

Habitat Technologies LLC.

Attn. Privacy and Data Protection Officer

330 East 38th Street, Suite 530, New York, NY 10016-0444

- By Email

customerservice@habitat.support

13. EXPORT AND SANCTIONS

The software is subject to applicable export laws and regulations and other applicable export control laws. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users, and end use. Download is prohibited to persons located in Cuba, Iran, North Korea, Sudan and Syria. Moreover, without limitation, you may not download or use the software or Services if you are a person identified on any government list of prohibited persons, including the Specially Designated Nationals and Consolidated Sanctions Lists at <https://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>.

You represent and warrant that you are not in any prohibited destination or on any of those lists or under the control of or an agent for anyone on those lists or for the governments of those prohibited destinations.

14. NO WARRANTY

Habitat PROVIDES THE SERVICES "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Habitat MAKES NO – AND SPECIFICALLY DISCLAIMS ALL – REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, THAT THE DATA YOU PROVIDE WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS. IN SUCH AN EVENT SUCH EXCLUSION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

15. INDEMNIFICATION

To the extent permitted by law, you will defend, indemnify and hold Habitat harmless from any damages, liabilities, claims or demands (including costs and attorneys' fees) made by any third party due to or arising out of (i) your use of the Services, (ii) your violation of these Terms; or (iii) your violation of any law or the rights of any third party. Habitat reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Habitat, and you agree to cooperate with our defense of such claims. You agree not to settle any such claim without Habitat's prior written consent. Habitat will use reasonable efforts to notify you of any such claim or demand that is subject to your indemnification obligation.

16. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL Habitat, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST DATA, PROFITS OR REVENUE), HOWEVER CAUSED,

UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF Habitat HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF Habitat AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS, RELATING TO THE SERVICES WILL BE LIMITED TO THE SERVICE FEE, IF ANY. THE LIMITATIONS AND EXCLUSIONS APPLY REGARDLESS OF WHETHER THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT THIS LIMITATION WILL NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY LAW.

17. CONTRACTING PARTY; GOVERNING LAW

You are contracting with Habitat Technologies LLC., with an address at 330 East 38th Street, Suite 530, New York, NY 10016-0444, USA. The laws of the State of New York, USA, govern the interpretation of these Terms and apply to claims for breach of these Terms, without giving effect to conflict of laws principles. The parties specifically exclude from application to these Terms the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort will, only to the extent required by applicable law, be subject to the laws of your state of residence in the United States or, if you live outside the United States, the laws of the country in which you reside.

18. ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

To the extent permitted by applicable law, by agreeing to these Terms, you also agree to arbitrate any and all claims against Habitat pursuant to the Federal Arbitration Act and subject to the terms below. You and habitat agree that we intend that this Section 18 satisfies the "writing" requirement of the Federal Arbitration Act, and further agree, that notwithstanding any other provision of the Terms, the Federal Arbitration Act shall govern the interpretation and enforcement of this Section.

If a dispute arises between you and Habitat regarding a claim, you and we agree to binding alternative dispute resolution pursuant to the then-current Commercial Arbitration Rules of the American Arbitration Association ("AAA") and its Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules").

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA RULES.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE PERMITTED.

All parties to the arbitration will have the right, at their own expense, to be represented by an attorney or other advocate of their choosing. The arbitration proceeding will be held in New

York City, New York, unless you elect to proceed with a telephonic hearing or unless you and Habitat agree to an alternative location. Habitat will pay the initial filing fee for any arbitration, but the parties each shall otherwise bear their respective fees and expenses except as may be provided in the AAA Rules.

For a copy of the AAA Rules, to file a claim or for other information about the AAA, contact AAA, at 335 Madison Avenue, New York, NY 10017 or at www.adr.org.

All determinations as to the scope, interpretation, enforceability and validity of these Terms shall be made final exclusively by the arbitrator, which award shall be binding and final.

Judgment on the arbitration award may be entered in any court having jurisdiction.

This arbitration provision shall survive the termination of the Services or of these Terms. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

19. JURISDICTION AND INJUNCTIVE RELIEF

Subject to the provisions of Section 18 (Arbitration and Class Action Waiver), you and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts for New York City, New York, USA, for all disputes arising out of or relating to these Terms.

Notwithstanding anything to the contrary in Section 18, either party may bring an action in such court for temporary injunctive relief to preserve the status quo or to enjoin a violation of these Terms until an arbitrator can be empaneled and determine whether such relief should continue.

20. NOTICES

We may send you, in electronic form, information about the Services and information the law requires us to provide. We may provide required information to you by email at the address you specified when you signed up for the Services or when you access our Services. Notices emailed to you will be deemed given and received when the email is sent. If you do not consent to receive notices electronically, you must stop using the Services. You may provide legal notice to us via email to customerservice@habitat.support, with a duplicate copy sent via registered mail, return receipt requested, to the following address: Habitat Technologies LLC, Attn: Connected Services, 330 East 38th Street, Suite 530, New York, NY 10016-0444, USA. Any such notice, in either case, must specifically reference that it is a notice given under these Terms.

21. INTELLECTUAL PROPERTY NOTICES

All contents available through the Services, including but not limited to, design, text, software, technical drawings, configurations, graphics, other files, and their selection and arrangement are owned by Habitat or are the proprietary property of its suppliers, parent, affiliates or licensors. All Rights Reserved.

Habitat Technologies LLC and the Habitat Technologies LLC logo are, including without limitation, trademarks, service marks or registered trademarks of Habitat Technologies LLC and may not be copied, imitated, or used, in whole or in part, without Habitat's prior written permission or that of our suppliers or licensors. Other product and company names may be trade or service marks of their respective owners.

Habitat may have patents, patent applications, trademarks, copyrights or other intellectual property rights covering subject matter that is part of the Services. Unless we have granted you licenses to our intellectual property in these Terms, our providing you with the Services does not give you any license to our intellectual property. Any rights not expressly granted herein are reserved.

22. COPYRIGHT INFRINGEMENT

If you are a copyright owner or an agent thereof and believe that your copyrights have been infringed, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") or other applicable copyright law by providing our Copyright Agent with the following information in writing (see 17 U.S.C § 512(c)(3) for further detail): (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material; (iv) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail; (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please send any such DCMA notices to: Habitat Technologies LLC., Attn: Copyright Agent, 330 East 38th Street, Suite 530, New York, NY 10016-0444, USA

23. MISCELLANEOUS

23.1. Severability; Entire Agreement

These Terms apply to the maximum extent permitted by relevant law. If a court or arbitrator holds that we cannot enforce a part of these Terms as written, we will replace that portion of the Terms to the extent enforceable under the relevant law; however, the rest of these Terms will remain in effect. These Terms constitute the entire contract between you and us regarding the Services. The Terms supersede any prior contract or oral or written statements regarding your use of the Services.

23.2. Assignment and Transfer

We may assign, transfer, or otherwise dispose our rights and obligations under this contract, in whole or in part, at any time without notice. You may not assign this contract or transfer any rights to use the Services.

23.3. Waiver

Any failure by Habitat to insist upon or enforce strict performance of any of the provisions of these Terms or to exercise any rights or remedies under these Terms will not be construed as a waiver or relinquishment to any extent of our right to assert or rely upon any such provision,

right or remedy in that or any other instance; rather, the same will remain in full force and effect.

23.4. Headings; Independent Contractor

The headings used in these Terms are included for convenience only and will not limit or otherwise affect these Terms. The relationship between Habitat and you will be that of independent contractors, and neither of us nor any of our respective officers, agents or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other as a result of these Terms or the Services.

23.5. Language

These Terms have been drawn up in the English language at the express request of the parties.

The logo for Habitat, featuring the word "habitat" in a dark blue, lowercase, sans-serif font. A small green leaf icon is positioned above the letter 'i'.