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# Terms and Conditions

## 1. Introduction

These Terms and Conditions ("Terms") govern the relationship between ecobee Technologies ULC ("ecobee" or "Company") and professional HVAC equipment installers and trades businesses ("Contractor") who wish to apply and register as an ecobee preferred contractor ("ecobee Pro"). By applying to be an ecobee Pro, you acknowledge that you have read, understood, and agree to be bound by these Terms. The following additional privacy notices may also apply to you:

- **Privacy Notice:** The [Privacy Notice](#) describes the personal information that we collect, how we use the information, how the information may be shared, and what choices and rights you have with respect to the information. Access and use of the Pro PIN platform are subject to this [Privacy Notice](#). For greater details, please visit: <https://www.ecobee.com/en-us/privacy-policy/>.

By ticking and signing below, Contractor acknowledges and consents to:

- collection or otherwise processing of Contractor's personal data by ecobee and its affiliates as described in this [Privacy Notice](#).
- Contractor's personal data being shared, transferred to, and processed overseas as described in the [Privacy Notice](#).

**ACCEPTANCE OF THESE TERMS ALSO MEANS THAT CONTRACTOR AGREES TO GRANT ECOBEE RIGHTS TO CONTRACTOR'S CONTENT, AND, IF CONTRACTOR CHOOSES TO PROVIDE ECOBEE WITH CONTRACTOR'S PHONE NUMBER, CONTRACTOR AGREES TO RECEIVE CALLS AND TEXT MESSAGES FROM ECOBEE IN ACCORDANCE WITH APPLICABLE LAW. IF CONTRACTOR DOES NOT AGREE WITH ANY PORTION OF THE TERMS, CONTRACTOR MAY NOT USE THE PRO PIN PLATFORM. CONTRACTOR AGREES THAT THESE TERMS ARE ENFORCEABLE, SUBJECT TO APPLICABLE LAWS, LIKE ANY OTHER WRITTEN AGREEMENT SIGNED BY CONTRACTOR.**

## 2. Registration and Eligibility

### 2.1 Business Entity Registration

Contractors are registered at the business entity level, not the individual level. Only legally recognized business entities are eligible to apply.

### 2.2 Right to Decline

Ecobee reserves the right to decline any registration request at its sole discretion without the obligation to provide a reason.

## 3. Contractor Obligations

### 3.1 Accurate Information

Contractors agree to provide accurate and up-to-date information during the registration process and to update this information, including email addresses, as needed to maintain accuracy and for notification purposes.

## **3.2 Communications**

As part of accessing the Pro PIN platform, and subject to compliance with applicable laws, Contractor (a) agrees that ecobee and its affiliates may communicate with Contractor via text message, call, email, or push notification and pre-recorded messages; (b) understands and acknowledges that standard text message charges applied by Contractor's telephone carrier may apply to text messages we send; (c) agrees to receive promotional text messages, calls and pre-recorded messages, any of which may be generated by automatic telephone dialing systems; (d) understands that Contractor is not required to agree to receive any promotional communications as a condition of accessing the Pro PIN platform; and (e) understands and acknowledges that, if Contractor wishes to stop receiving promotional emails or promotional text messages, ecobee provides the following methods for Contractor to opt-out or unsubscribe: (i) follow the instructions we provide in any provided email or initial text message for that category of promotional emails or text messages or (ii) opt-out or unsubscribe using your device settings.

## **3.3 Contact Information Usage**

The contact information provided by Contractors may be used to match them with potential customers seeking Services (as defined below).

## **4. ecobee Pro PIN**

### **4.1 Access to ecobee Pro PIN**

Contractors gain access to the ecobee Pro PIN, a business management solution designed to help professionals collaborate with their customers and teams, and run their businesses efficiently and profitably.

### **4.2 Description and Use**

The ecobee Pro PIN consists of a 6-digit code that associates the Contractor's business with the installed ecobee product, as well as other related products, software, services, programs, and networks (collectively referred to as "ecobee for Pro"). This system allows for the management of professional relationships and business operations.

### **4.3 Notifications**

Contractors may receive email notifications per the ecobee [Privacy Notice](#), including notifications related to technician installation and other relevant updates.

## **5. Changes to the Terms**

### **5.1 Revisions**

Ecobee reserves the right to revise these Terms from time to time, including any linked or referenced documents. The most current version of these Terms will govern the use of the Pro PIN. Contractor shall have no authority to revise these Terms.

## **5.2 Notification of Changes**

If material changes are made to these Terms, ecobee will notify Contractors by the email address associated with their account or by posting a notice on the [ecobee.com/contractor](http://ecobee.com/contractor) webpage or through other means.

## **5.3 Acceptance of Changes**

By continuing to access or use the Pro PIN after the changes become effective, Contractors agree to be bound by the revised Terms. If Contractors do not agree to the revised Terms, they must immediately stop accessing or using the Pro PIN.

## **6. Termination**

Ecobee reserves the right to terminate the status of any Contractor as an ecobee Pro at its sole discretion and without notice. Termination may occur if there is a breach of these Terms or for any other reason deemed appropriate by ecobee.

## **7. Representations of Contractor**

Contractor warrants and represents to ecobee that:

(a) Contractor has the experience, skill, and authority necessary to perform the Services. "Services" means the installation of ecobee products(s) in a home or building by or on behalf of Contractor; (b) Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, codes, statutes, ordinances, and orders of any governmental or regulatory authority in relation to performing the Services, (c) Contractor has obtained all licenses and permits required to perform the Services; (d) Any Services, material, or work provided by Contractor shall not infringe upon any patent, trademark, or copyright, or otherwise violate the rights of any person, firm, or corporation; (e) There is no actual or potential conflict of interest between the Services to be provided by Contractor and Contractor's family, business, financial, or other interests. Contractor shall immediately notify ecobee of any actual or potential conflict of interest of which Contractor becomes aware; and (f) Contractor acknowledges that the Services shall be performed in accordance with the timetables supplied to Contractor by ecobee, if any.

## **8. Independent Contractor**

8.1 Ecobee and Contractor shall, at all times, be independent parties. Neither party is an employee, joint venturer, franchisee, agent, or partner of the other.

8.2 Neither party is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other.

8.3 Ecobee will not direct or supervise the performance of the Services by Contractor.

8.4 Ecobee shall have no responsibility for the reporting, collection, remittance, or payment of any employment, payroll, or wage taxes (whether federal, state, or local), including but not limited to FICA, personal income, and insurance taxes, imposed or owing with respect to Contractor.

8.5 Contractor shall not be entitled to participate in any plans, arrangements, or distributions made or administered by ecobee pertaining to or in connection with any employee benefits, including without limitation, health, dental, life or disability insurance, pension, 401(k), stock, bonus, profit sharing, vacation, worker's compensation, unemployment compensation, or any other benefits that are afforded by ecobee to its employees.

## **9. No Employer-Employee Relationship**

Contractor acknowledges and agrees that ecobee is not the employer, in any respect, of the Contractor. Ecobee shall have no liability or responsibility whatsoever under any federal, state, or local statute, law, or ordinance, as the employer of Contractor.

## **10. Insurance**

Contractor shall maintain insurance coverage in such form and coverage amounts as are commercially prudent with respect to the nature of Contractor's business and the Services contemplated.

## **11. Indemnification**

Contractor hereby covenants and agrees to defend, indemnify, and hold harmless ecobee, as well as its officers, directors, employees, and representatives (individually and collectively, the "Indemnified Parties") from and against any and all actual loss, claim, demand, liability, tax assessment (including penalties and interest assessed thereon), damage, or expense, including without limitation, reasonable attorney's fees incident thereto, arising out of, or resulting from:

(a) The breach of any representation, warranty, covenant, obligation, or agreement made by Contractor; (b) Misconduct or neglect in the performance of the Services; (c) Any defect or deficiency in the Services; (d) Any property damage, personal injury, or death related to Contractor's performance of the Services; and (e) Any other acts or omissions of Contractor or Contractor's employees in connection with the performance of the Services (individually and collectively, "Losses").

## **12. Limitation of Liability**

Ecobee shall not be liable for any consequential, indirect, incidental, special, or punitive damages, including but not limited to loss of profits, revenue, data, or use, incurred by Contractor or any third party, arising from or relating to these Terms, whether in an action in contract or tort, even if ecobee has been advised of the possibility of such damages.

## **13. Subcontracting**

Should the Contractor use a subcontractor for any Services, Contractor will remain liable for all subcontracted obligations and all acts or omissions of their subcontractors.

## **14. Use of ecobee Name and Trademarks**

Contractor shall acquire no right to use, and Contractor shall not use, the name "ecobee" (either alone or in conjunction with or as a part of any other word or name) or any other trademark, service mark, or trade name owned by ecobee or any of its affiliates in any of Contractor's advertising, publicity, or promotion (including but not limited to Contractor's business cards and email address) in any manner whatsoever.

## **15. Entire Agreement**

These Terms contain the entire agreement and understanding between the parties with respect to the subject matter hereof. Any and all prior agreements or understandings between the parties on the same subject are hereby rescinded and made null and void by mutual agreement.

## **16. No Waiver**

The waiver by either ecobee or Contractor of a breach of any provision of these Terms shall not act as a waiver of any prior or subsequent breach. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under these Terms.

## **17. Severability**

If any term, condition, or provision of these Terms shall be found by any court of competent jurisdiction to be unenforceable, in whole or in part, the rest and remainder of these Terms shall be and remain enforceable to the fullest extent allowed by law as if such unenforceable provision had never been contained herein.

## **18. Assignment**

Contractor may not assign or transfer any of its rights or obligations under these Terms, and any attempt to do so is void. Ecobee may assign or transfer any of its rights or obligations under these Terms.

## **19. No Third-Party Beneficiaries**

These Terms do not confer any benefits on any third party unless it expressly states that it does.

## **20. Governing Law and Jurisdiction**

These Terms shall be governed by, and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada. Contractor agrees to the exclusive jurisdiction of the courts of the Province of Ontario.