

Terms of Use

Last Updated: August 16, 2021

Triangle Tube Phase III Co., Inc., doing business as Triangle Tube (“**Triangle Tube**,” “**we**,” “**us**,” or “**our**”) operates the Triangle Tube mobile applications (the “**App**”), the <https://www.triangletube.com/> website (the “**Site**”) and related Triangle Tube service offerings (together with the App and the Site, the “**Services**”). The App can interact with select boilers having Internet-enabled features (“**Boilers**”). Triangle Tube installers or service technicians may download the App and connect a Boiler to a customer’s Wi-Fi network. The connected Boilers and the App interact with Triangle Tube’s internet-based servers to provide Triangle Tube service technicians with performance and maintenance information about the Boiler to enable the technician to service the Boiler.

These Terms of Use (these “**Terms**”) govern access to and use of the Services. Please read these Terms carefully before downloading, installing, registering with, accessing or using the Services. Along with these Terms, please read our Privacy Policy, which is hereby incorporated and made part of these Terms. These Terms are for Boilers purchased in the United States or Canada and for the App distributed in United States and Canada app stores. For products or apps in other countries, different terms may apply.

BY USING THE SERVICES, DOWNLOADING, INSTALLING OR USING THE APP AND/OR VISITING THE SITE, YOU ACCEPT AND CONSENT TO ALL OF THESE TERMS. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS OR OUR PRIVACY POLICY, PLEASE DO NOT USE THE SERVICES, DOWNLOAD, INSTALL, CREATE AN ACCOUNT WITH, ACCESS OR USE THE APP, OR VISIT THE SITE. CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT THE BOILER’S ONLINE CAPABILITY MAY NOT WORK AS INTENDED IF THE BOILER LOSES INTERNET CONNECTION.

Services Overview. By keeping a Boiler connected, a customer agrees to allow the Technical Services Team to support and operate the Services, including via service technicians. For more information about your Boiler, refer to the Boiler User’s manual. **IT IS THE BOILER USER’S RESPONSIBILITY TO OPERATE THE BOILER SAFELY AND TO MAINTAIN THE BOILER IN GOOD WORKING ORDER. FAILURE TO DO SO MAY RESULT IN DAMAGE TO YOUR BOILER OR PROPERTY, BODILY HARM OR SERIOUS INJURY OR DEATH.**

Services Updates. Customer acknowledges, understands and agrees that in some cases updates to Internet-enabled features on their Boiler may be updated remotely without notification to Customer or updated when a service technician services the Boiler, and Customer consents to such updates.

Connecting the Boiler. To connect the Boiler, the service technician will download the App to their mobile device. The App will guide the technician through the set-up process.

Acceptable Use. The Services are for your personal, non-commercial and lawful use only. Other than as expressly permitted in the next paragraph, you may not copy, reproduce, distribute, transmit, display, perform, publish, license, modify, translate, adapt, create derivative works from, transfer, sell, or otherwise exploit the Services or any content, information, software, products or services obtained from the Services, for any commercial purpose or enterprise. You may not use the Services, or any content within the Services, for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of an illegal activity or other activity which infringes the rights of Triangle Tube-or other individuals or entities.

Subject to your compliance with these Terms, you may access the Services and display and use the content of the Services made available via the Site, and, subject to any expressly stated restrictions or limitation relating to specific material on the Services, electronically copy or download onto your device or other technology used to access the Services portions of the content from the Services, strictly for your personal, non-commercial, lawful use. Subject to your compliance with these Terms, Triangle Tube grants you a limited, non-exclusive, and nontransferable license to: (i) download, install, and use the App for your use on a single mobile device that is compatible with the App and is owned or otherwise controlled by you; and (ii) access, stream, download, and use on such mobile device the content and services made available in or otherwise accessible through the App. If you make any other use of the Services, except as otherwise provided above, you may violate copyright and other laws of the United States, and other countries, as well as applicable state laws and may be subject to liability for such unauthorized use.

Prohibited Uses. You may not (i) decompile, disassemble, or reverse engineer the Services or any portion thereof; (ii) attempt to gain unauthorized access to the Services, any portion thereof, including content accessible via the Services, or any other system or platform through the Services; (iii) use any automatic device, program, algorithm, or methodology, or engage in harvesting of email addresses or other personal information, unsolicited emailing, phone calls or mailings, spoofing, flooding, overloading, spidering, screen scraping, database scraping, or any similar or equivalent manual process to access, acquire, copy or monitor any portion of the Services or any content on the Services; or (iv) reverse look up, trace or seek to trace any information on any other user of or visitor to the Services to its source. You agree that you will not use the Services in any manner that could damage, disable, overburden or impair the Services or interfere with any other party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services.

You will not use the Services to violate any applicable law, rule or regulation and you will not encourage or enable others to violate any applicable law, rule or regulation.

Accounts. Service technicians who install, connect and maintain Boilers will be required to set up an account with us. When a technician creates an account with us, the technician represents to us that the information the technician provides us is truthful, accurate, complete, current and otherwise in compliance with these Terms at all times. Submission of false, misleading, inaccurate, incomplete, obsolete, or other information prohibited under these Terms may result in immediate termination of the technician's account on the Services. The technician is responsible for maintaining the confidentiality of their account information, including, but not limited to, their account password and the restricting access to their mobile device and/or their account. The technician is responsible for any and all activities that occur under the technician's account, including, but not limited to, any activity that occurs as a result of the technician's failure to keep secure and maintain the confidentiality of their account. The technician must notify us immediately upon becoming aware of any breach of security or unauthorized use of their account. It is the technician's sole responsibility to control the dissemination and use of their password, control access to and use of their account, and notify us if they desire to cancel their account on the Services. You may not use anyone else's password or account at any time on the Services. We will not be responsible or liable for any loss or damage arising from your failure to comply with these requirements and you may be held liable for any losses incurred by us or any other user of the Services if your failure to keep your account information secure and confidential results in someone else's use of your account or account information.

Intellectual Property. You acknowledge and agree that the Services is provided under limited license and access rights and not sold to you. You do not acquire any ownership interest in the Services under these Terms, or any other rights thereto other than to use the Services in accordance with the limited license and rights granted in these Terms, and subject to all terms, conditions, and restrictions, under these Terms. The Services and all content and materials on the Services, including, without limitation, all graphics, interfaces, features, functions, text, button icons, data compilations, software, code and materials thereon, the “look and feel”, selection and arrangement, design and organization of the Services, trademarks and logos, audio and video clips, are owned by, or licensed to, Triangle Tube. Triangle Tube and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Services, including, without limitation, all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in these Terms. You shall not (i) remove, delete, alter, or obscure any trademarks or any notices of copyright, trademark, patent or other intellectual property or proprietary rights from the Services, including any copy thereof; or (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Services, or any features or functionality of the Services, to any third party for any reason, including, without limitation, by making the Services available on a network where it is capable of being accessed by more than one device at a time.

Updates and Unavailability. We may from time to time, in our sole discretion, develop and provide Services updates, which may include upgrades, bug fixes, patches or other error corrections, or new features. We may add or remove features or requirements and we may suspend or stop a feature altogether. You agree that we have no obligation to provide any updates or to continue to provide or enable any particular features or functionality. For the App, based on your mobile device settings, when your device is connected to the internet either (i) the App will automatically download and install all available updates or (ii) you may receive notice of or be prompted to download and install available updates. You agree that all updates will be deemed part of the Services and subject to these Terms. You acknowledge that the Services may, from time-to-time, be unavailable due to events like scheduled and unscheduled maintenance, system upgrades, internet outages, and other reasons, some of which are beyond our control. Triangle Tube cannot, and does not, guarantee any specific minimum availability of the Services.

Third-Party Offerings. You may be able to access websites, content or services provided by third parties through links that are made available through the Services. For example, we may permit third parties with related and/or affiliated services to link their products and services on the Site, and those links may redirect you to the website(s) of the third parties. Additionally, from time to time we may refer you to one or more of our business partners who make available products or services (such as loan officers, movers and builders) through their respective websites or by other means. We refer to all such other websites, content, services and products as “**Third-Party Offerings.**” If you elect to use such Third-Party Offerings, and/or if you elect to “click” on a link or button, you understand that (i) you will be leaving our Site or App and (ii) your use of any such Third-Party Offering will be subject to any terms and conditions required by the applicable third party. You understand that we are not the provider of, and are not responsible for, any such Third-Party Offerings and that these Terms do not themselves grant you any rights to access, use, download content from or purchase any Third-Party Offerings. The fact that we link to a third-party website or service is not an endorsement of that third party, nor is it an endorsement of their privacy or information security policies, term of use, business practices or their compliance with laws. We encourage you to read the privacy policies and terms of use of the other websites and services you use and the terms of the offers in which you participate. You agree that we are not responsible for nor will it be liable to you or any third party for your interaction with such third parties.

Termination; Suspension. You can stop using our Services at any time and may terminate these Terms at any time by stopping use of the Services, including by deleting the App and all copies from your mobile device or by no longer accessing the Site. We may terminate or suspend your account and bar access to the Services immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever, including, but not limited to, a breach of these Terms or our Privacy Policy. If you wish to terminate your account, you may discontinue using the Services and uninstall the App. All provisions of these Terms which by their nature should survive termination shall survive, including, but not limited to, IP ownership, warranty disclaimers, indemnity and limitations of liability.

Internet Services, Mobile Services and Fees. The internet-enabled features of the Boiler require a wireless internet connection, data connectivity and Bluetooth® connectivity for the Boiler and mobile device with the downloaded App. Customer and service technicians are responsible for any costs, fees and expenses, including, without limitation, costs, fees and expenses in connection with network devices (e.g., modems, routers), internet access fees and mobile data fees, that they incur when using the Services. You understand that by accessing or using the Services via your mobile device that you are responsible for any and all service fees associated with such mobile access, including, without limitation, all applicable data fees, and for complying with all terms of use imposed by the mobile carrier. You agree to keep the network and devices up-to-date with all available updates and security patches.

Feedback. We welcome your feedback, testimonials, comments, ideas and reviews about the Services (“**Feedback**”). Unless specifically otherwise stated, you agree that by submitting Feedback to us, (i) such Feedback shall be deemed to be non-confidential, and (ii) you grant to us, our successors, affiliates, representatives and agents a perpetual, royalty-free, fully paid-up, irrevocable, transferable, worldwide right and license to use, transmit, copy, reproduce, publicly display or perform, create derivative works of, or otherwise use such Feedback, without compensation, acknowledgement or notice to you. You also represent and warrant to us that you have the necessary permissions and rights to provide such Feedback to us.

WARRANTY DISCLAIMERS. Your use of the Services is at your sole risk. THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY MATERIALS, INFORMATION, CONTENT, FUNCTIONS, PRODUCTS, TEXT, GRAPHICS AND LINKS THEREON, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, DATA ACCURACY, SYSTEM INTEGRATION, AND WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. THE PROTECTED ENTITIES DO NOT WARRANT THAT (I) THE SERVICE AND SERVICES WILL FUNCTION UNINTERRUPTED, SECURELY OR BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY ERRORS OR DEFECTS WILL BE CORRECTED; (III) THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. TRIANGLE TUBE DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF CONTENT ON THE SERVICES OR WITH RESPECT TO ITS COMPLETENESS, ACCURACY, TRUTHFULNESS, AVAILABILITY, ADEQUACY, USEFULNESS, TIMELINESS, SECURITY, RELIABILITY OR OTHERWISE. IF YOU ARE DISSATISFIED WITH THE SERVICES, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SERVICES. YOU AGREE THAT WE, IN OUR SOLE DISCRETION, MAY IMMEDIATELY TERMINATE YOUR ACCESS TO THE SERVICES AT ANY TIME, FOR ANY REASON. YOU AGREE THAT WE WILL NOT BE LIABLE

TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE SERVICES OR DELETION OF YOUR ACCOUNT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

INDEMNIFICATION. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS TRIANGLE TUBE, ITS LICENSORS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS, AS WELL AS OTHER USERS OF THE SERVICES, FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING, WITHOUT LIMITATION, ALL REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATING TO (I) USE AND ACCESS OF THE SERVICES, BY YOU OR ANY PERSON USING YOUR ACCOUNT; (II) BREACH OF THESE TERMS BY YOU OR ANY PERSON USING YOUR ACCOUNT; (III) VIOLATION OF THE LAW OR ANY THIRD-PARTY RIGHT BY YOU OR ANY PERSON USING YOUR ACCOUNT; AND (IV) ANY ACTIVITY OTHERWISE RELATED TO USE OF THE SERVICES (INCLUDING NEGLIGENT OR WRONGFUL CONDUCT) BY YOU OR ANY PERSON USING YOUR ACCOUNT.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TRIANGLE TUBE OR ITS RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO THESE TERMS OR YOUR USE OF OR INABILITY TO USE THE SERVICES FOR: (I) PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES; OR (II) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED ONE HUNDRED DOLLARS (\$100.00). THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION RELATED TO THE SERVICES AND/OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

Governing Law and Venue. These Terms and the relationship between you and Triangle Tube will be governed and construed in accordance with the laws of New Jersey, without regard to conflict-of-laws principles and you agree to submit to the personal jurisdiction and venue of the courts of New Jersey. If any provision for these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of these Terms will remain in full force and effect.

Entire Agreement; No Waiver; Assignment. These Terms, together with our Privacy Policy, each as may be amended from time to time, constitute the entire agreement between you and Triangle Tube regarding the Services. Neither the course of conduct between us nor trade practice shall act to modify these Terms. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power under these Terms will act as a waiver thereof, nor will a single or partial exercise of any right

or power under these Terms preclude further exercise of that or any other right under these Terms. These Terms, and any rights and licenses granted hereunder, may not be delegated, transferred or assigned by you, but may be assigned by Triangle Tube without restriction. Any purported delegation, transfer or assignment by you shall be null and void.

Severability. If any provision of these Terms is found to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provision will be deleted from these Terms and the remaining provisions will continue with full force and effect.

Export Control. You are responsible for complying with your country's foreign export controls and for violation of such controls, including United States export control laws. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Electronic Communications. The communications between you and us use electronic means, whether through the Site, in-App messages or push notifications (depending on how you set your device settings) or via email. For contractual purposes, you (i) consent to receive communications from us in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in a writing.

Changes. We reserve the right, at our sole discretion, to modify or replace these Terms at any time. Any changes to these Terms will become effective upon posting of revised terms. If we make material changes to these Terms, we will post the updated Terms on the Site and in the App.

Copyright. If you believe your copyright or other intellectual property or privacy right has been violated by content accessible via the Services, please contact us using the information in the "Contact Us" section below.

Third-Party Provisions.

1. Notice to Apple Users. If you downloaded the App from the Apple App Store™ and are using our App on an iOS device, then this Section applies to you. You acknowledge that: (a) these Terms are between you and Triangle Tube; (b) Triangle Tube, not Apple, Inc. ("**Apple**"), is solely responsible for the App and the content therein; (c) Apple has no obligation to furnish any maintenance or support for the App; Triangle Tube, not Apple, is responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to product liability claims, claims that the App fails to conform to any applicable legal or regulatory requirement, and claims arising under consumer protection, privacy or similar legislation; any claim that the App fails to conform to any applicable legal or regulatory requirement; and claims arising under consumer protection or similar legislation; and (d) in the event of any third party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, Apple will have no responsibility for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App to you; and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with

respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any applicable warranty will be Triangle Tube's responsibility. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You and Triangle Tube acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

Contact Us.

If you have any questions about these Terms or our Services, please feel free to contact us:

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