



WeR@Home™

Working with the Nest Learning
Thermostat™

User Guide

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Table of Contents

1.	Introduction	3
2.	Connecting WeR@Home™ with Nest	4
3.	Controlling the Nest Thermostat.....	5
3.1.	Adjusting the Temperature.....	6
3.2.	Setting Thermostat Modes	7
3.3.	Activating the Fan	7
3.4.	Turning Off the Thermostat.....	8
4.	Assigning the Nest Thermostat as the Default Device.....	9
5.	Disconnecting From Nest	10
Appendix A	End User License Agreement (EULA)	11

1. Introduction

The Nest Learning Thermostat™ is a WiFi-enabled thermostat that analyzes your daily schedule and habits. Within a short period of time, the thermostat programs itself to manage the climate of your home accordingly.

For example, the Nest Thermostat automatically turns down the air conditioning when no one is at home and when you and your family retire for the night. The thermostat turns up the air conditioning when you are scheduled to return home and when you are about to wake up in the morning.

The Nest Thermostat features the Nest Leaf  which appears on the thermostat display to guide you in making better choices, to save energy and lower costs.

Essence works with Nest® to integrate the Nest Thermostat with the WeR@Home™ product suite to provide you with a better home experience.

2. Connecting WeR@Home™ with Nest

Before you can control your Nest Thermostat with the WeR@Home™ app, you need to connect your WeR@Home™ place with your Nest account.

To connect with Nest:

1. Install at least one Nest Thermostat on the premises.
2. If you do not have a Nest account, set one up in the Nest site, by following the on-screen instructions.
3. If you have not set up your Nest homes or added your Nest Thermostats, set up each Nest Home and add the Nest Thermostat(s) installed in each Nest Home, by following the onscreen instructions. **Tip:** Name each of your Nest Homes according to how you named your WeR@Home™ places.
4. In the WeR@Home™ app, tap . The main menu appears.
5. Tap **Devices**. The **Devices** screen appears.
6. Tap . The **Add New Devices** screen appears displaying a list of the available device types.
7. Tap **Nest Account**. The **Nest Account** screen appears.
8. Tap **Sign in to Nest**.
9. Tap **Continue**.
10. Enter your Nest user and password and tap **Sign in**. The **Nest Account** screen appears.
11. If you have more than one Nest Home, select the Nest Home you want and tap **OK**.

You can view your Nest Thermostats in the **Devices** screen, as a WeR@Home™ device. In addition:

- Nest Thermostat events appear in the **History** events list.
- Push notifications include Nest Thermostat status messages.
- You can define a dashboard shortcut to the Nest Thermostat **Control** screen.

3. Controlling the Nest Thermostat

You can control the thermostat in the following ways:

- Adjusting the temperature
- Changing the thermostat mode
- Activating the A/C fan
- Turning off the thermostat



Figure 1 – Nest Thermostat Control Screen

3.1. Adjusting the Temperature

You can adjust the temperature with the Nest Thermostat to create a comfortable environment and optimize energy efficiency. Use  to help you to choose an energy saving temperature.

To adjust the temperature:

1. Tap **Control** at the bottom of any app screen. The **Control** screen appears.
2. Tap **Nest Thermostat**. The Nest Thermostat **Control** screen appears titled by the thermostat location.



NOTE: You can define a shortcut to the Nest Thermostat **Control** screen to replace steps 1 and 2.

3. Tap the **State** button until the state you want appears. The states are:

■  - **Heat:** Set the A/C to warm your home.

■  - **Cool:** Set the A/C to cool your home.

■  - **Heat/Cool:** Set a temperature range.

4. If you choose  , tap  or  to set the temperature you want.

5. If you choose  , tap  or  to set the temperature you want.

6. If you choose  :

a. Tap the lower temperature, on the left.

b. Tap  or  to set the minimum temperature.

c. Tap the higher temperature, on the right.

d. Tap  or  to set the maximum temperature.

7. Tap  to return to the **Control** screen.

3.2. Setting Thermostat Modes

The Nest Thermostat **Home/Away** modes allow you to pre-define the temperature settings for when you and your family are either at home or away.

To set the Nest Thermostat mode:

1. Tap **Control** at the bottom of any app screen. The **Control** screen appears.
2. Tap **Nest Thermostat**. The Nest Thermostat **Control** screen appears titled by the thermostat location.
3. Tap the **Mode** button to toggle to the mode you want. The modes are:
 -  - **Home**: The Nest Thermostat sets the temperature to **Home** pre-defined settings.
 -  - **Away**: The Nest Thermostat sets the temperature to **Away** pre-defined settings.
4. Tap  to return to the **Control** screen.



NOTE: When you change the mode of any Nest Thermostat on the premises, all the Nest Thermostats on the premises are changed accordingly.

3.3. Activating the Fan

The Nest Thermostat also allows you to control the air conditioning fan. Use the Nest site to set how long the fan remains on.

To activate the fan:

1. Tap **Control** at the bottom of any app screen. The **Control** screen appears.
2. Tap **Nest Thermostat**. The Nest Thermostat **Control** screen appears titled by the thermostat location.
3. Tap the **Fan** button to activate  or deactivate  the fan.
4. Tap  to return to the **Control** screen.

3.4. Turning Off the Thermostat

To save energy, it is recommended that you select the Nest Thermostat **OFF** state when you are planning to be away from home for an extended period.

The **OFF** state does not turn off the power to your Nest Thermostat. The **OFF** state allows your A/C to maintain safety temperatures, to protect your home from extreme hot or cold temperatures.

The safety temperature ranges are:

- Lower range: 35-45°F (2-7°C)
- Upper range: 95-105°F (35-40.5°C)

To turn off the Nest Thermostat:

1. Tap **Control** at the bottom of any app screen. The **Control** screen appears.
2. Tap **Nest Thermostat**. The Nest Thermostat **Control** screen appears.
3. Tap the **State** button until  appears.
4. Tap  to return to the **Control** screen.

4. Assigning the Nest Thermostat as the Default Device

You can use the Nest Thermostat as your default device to display the current temperature on your WeR@Home™ app dashboard.

To assign the Nest Thermostat as the default temperature device:

1. Tap . The main menu appears.
2. Tap **Settings**. The **Settings** menu appears.
3. Tap **Temperature**. The **Temperature** screen appears.
4. Tap **Default Device**. A list of devices appears.
5. Tap the Nest Thermostat you want to assign as your default device.

The WeR@Home™ app dashboard displays the temperature measured by the chosen thermostat.



NOTE: You can access the **Temperature** screen directly by tapping the temperature displayed on the app dashboard.

5. Disconnecting From Nest

Signing out from Nest closes the connection between your Nest account and your WeR@Home™ place.

To disconnect from Nest:

1. Tap . The main menu appears.
2. Tap **Settings**. The **Settings** menu appears.
3. Tap **Nest Account**. The **Nest Account** screen appears.
4. Tap **SIGN OUT FROM NEST**. Your WeR@Home™ place is disconnected from Nest.

To resume working with Nest, you need to re-connect your WeR@Home™ place with your Nest account. Refer to section 2 on page 4.

Appendix A End User License Agreement (EULA)

Definitions

The following terms will have the meaning ascribed to them in this EULA:

"The Company": Essence Security International (E.S.I.) Ltd.

"The System": Security systems or any control systems or any part thereof.

"Device": A mobile phone, personal computer, tablet or any other device or any other application interface that you own and/or use and/or hold and/or control, which may enable access to third parties services and applications.

"Service Provider": an entity (excluding the Company) that provides you services and/or call center services and/or other services that enable you to use the Service (as defined below).

The Company provides a user interface application (including any updates and/or upgrades and/or patches thereto) for monitoring and/or controlling the System via your Device(s) (hereinafter, respectively, the **"Application"**, and the **"Service"**). By using the Service, downloading the Application, installing or using the Application or any part thereof, you irrevocably agree to the following terms and conditions (the **"Terms and Conditions"**).

Certain information about you is subject to our Privacy Policy; for more information, see our full Privacy Policy at ADDENDUM A.

Article I – SCOPE OF USE

- a. The Company grants you non-exclusive, non-transferable, non-sub-licensable limited right and license to install and use the Application solely and exclusively for your personal use via your Device(s) (the "License"). For the avoidance of doubt, the License allows you to install and use the Application on several Devices owned by you and/or by your direct household members; however, such additional individuals may not further distribute the Application, and you are responsible for the usage of the Application by such additional individuals in full accordance with this License.
- b. You agree that you shall be solely responsible for (and that the Company has no responsibility to you or to any third party) the use of the Application and/or the Service, for any breach of the obligations under the Terms and Conditions, and for the consequences (including any loss or damage which the Company and/or you and/or any third party may suffer and/or incur) as a result of any such breach.
- c. As a condition to using the Application and/or the Service, you agree that certain updates, upgrades and/or patches to the Application may be automatically received and installed on your system from time to time, and the Company will attempt to ensure that the interference to your daily use of the application by such installments is kept to a necessary minimum.
- d. As a condition to using the Application and/or the Service, you agree that you will receive certain messages from the Company, including notifications sent from the System to your Device(s); modifications, improvements and patches of the Application and/or Service; information with respect to the Company's other products; personalized information, including advertisements, from third parties, unless you elect not to receive such third party contents ("opt out"); and such other messages as the Company believes may be to your benefit or interest from time to time.

Article II – PROPRIETARY RIGHTS

- a. You hereby agree and acknowledge that (a) the Application and/or Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws, and (b) The Company and/or third parties own all right, title and interest in and to the Application and/or the Service and content, excluding content provided by

you, that may be presented or accessed through the Application and/or the Service, including without limitation all Intellectual Property Rights therein and thereto. **"Intellectual Property Rights"** means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. You agree that you will not, and will not allow any third party to, (1) copy, sell, license, distribute, transfer, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Application or content that may be presented or accessed through the Application and/or the Service for any purpose, without the express written consent of the Company, (2) take any action to circumvent or defeat the security or content usage rules provided, deployed or enforced by any functionality (including without limitation digital rights management functionality) contained in the Application and/or the Service, (3) use the Application and/or the Service to access, copy, transfer or retransmit content in violation of any law or third party rights, or (4) remove, obscure, or alter the Company's copyright notices, trademarks, logos or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Application and/or the Service.

b. **USERNAME AND PASSWORD:** In order to access and use the Application and/or the Service you must obtain a valid username and password. You are solely responsible for maintaining the confidentiality of your username and password. For security reasons and to avoid unauthorized access, you are required to logout in an orderly manner from the Application at the end of each session. In any case, the Company shall not be liable for any damage or loss of any kind or nature incurred and/or suffered by you and/or by any third party as a result of the Application and/or the Service being accessed and/or used by unauthorized user/s.

c. **TERMINATION:** The License is effective until terminated by you or by the Company by written notice. Your rights under the License will terminate automatically without prior notice from the Company if you fail to comply with any Terms and Conditions, or if the term of the Service expires or terminates; in such event the Company may block you from using and/or accessing the Application and/or the Service and you shall not have any claim against the Company in connection with such restriction. Upon termination of the License, you shall cease all use of the Application and/or the Service, and destroy all copies, full or partial, of the Application.

d. **INDEMNITY:** To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless the Company, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including attorneys' fees) arising out of or accruing from your use of the Application and/or the Service, including your downloading, installation, or use of the Application and/or the Service, or your violation of the Terms and Conditions.

Article III – DISCLAIMER OF WARRANTIES

a. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLICATION AND/OR THE SERVICE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION AND THE SERVICE ARE PROVIDED **"AS IS"** AND **"AS AVAILABLE"**, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLICATION AND/OR THE SERVICE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COMPANY DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLICATION AND/OR THE SERVICE, THAT THE FUNCTIONS CONTAINED IN, OR SERVICE PERFORMED OR PROVIDED BY THE APPLICATION AND/OR THE SERVICE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLICATION AND/OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APPLICATION AND/OR THE SERVICE WILL BE CORRECTED. THE COMPANY DOES NOT WARRANT THAT THE APPLICATION SHALL BE COMPATIBLE WITH EACH WEB BROWSER (AND EACH VERSION THEREOF) AND YOU ARE SOLELY RESPONSIBLE FOR OBTAINING A BROWSER SUPPORTING THE APPLICATION FROM YOUR SERVICE PROVIDER. USAGE OF THE APPLICATION MAY REQUIRE DOWNLOADING AND INSTALLMENT OF THIRD PARTY SOFTWARE (E.G., MICROSOFT SILVERLIGHT), AND YOU ARE SOLELY RESPONSIBLE FOR OBTAINING SUCH THIRD PARTY SOFTWARE, WITH COMPANY ASSUMING NO LIABILITY WHATSOEVER IN CONNECTION WITH SUCH SOFTWARE INCLUDING ITS AVAILABILITY (OR LACK THEREOF), PERFORMANCE, COST, OR ANY RESULTS CAUSED BY THE OPERATION OF SUCH SOFTWARE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE COMPANY OR ITS AUTHORIZED

REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE APPLICATION AND/OR THE SERVICE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

b. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE(S), OR LOSS OF DATA THAT RESULTS FROM USING THE APPLICATION AND/OR THE SERVICE.

c. YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY CANNOT ASSURE AND TAKES NO RESPONSIBILITY THAT SOME OR ALL OF THE INFORMATION SENT VIA THE APPLICATION AND/OR THE SERVICE WILL BE SENT AND/OR REACH THE INTENDED RECIPIENT AND/OR NOT BE SENT AND/OR NOT REACH OTHER THIRD PARTIES, IN WHICH CASE THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGE AND/OR LOSS OF ANY KIND OR NATURE INCURRED AND/OR SUFFERED BY YOU AND/OR BY ANY THIRD PARTY AS A RESULT THEREOF.

d. YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY CANNOT ASSURE AND TAKES NO RESPONSIBILITY THAT THE APPLICATION AND/OR THE SERVICE WILL SUCCESSFULLY ARM AND/OR DISARM THE SYSTEM AND/OR ANY PART OF THE SYSTEM, IN WHICH CASE THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGE AND/OR LOSS OF ANY KIND OR NATURE INCURRED AND/OR SUFFERED BY YOU AND/OR BY ANY THIRD PARTY AS A RESULT THEREOF.

e. YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE INFORMATION GATHERED AND/OR STORED BY THE SYSTEM (THE "INFORMATION") (INCLUDING BUT NOT LIMITED TO VIDEO SEGMENTS FILMED AND/OR STORED AND OR GATHERED BY THE SYSTEM (THE "**VIDEO SEGMENTS**") (THE "**INFORMATION**" AND THE "VIDEO SEGMENTS" COLLECTIVELY TOGETHER: THE "**SYSTEM INFORMATION**") IS STORED ON THE COMPANY'S SERVERS, AND IS THE SOLE PROPERTY OF THE COMPANY, AND YOUR SERVICE PROVIDER MAY HAVE ACCESS TO SOME OR ALL OF THE INFORMATION (EXCLUDING THE VIDEO SEGMENTS). HOWEVER, THE COMPANY WILL NOT REVIEW OR LET OTHER PARTIES REVIEW THE VIDEO SEGMENTS, WITHOUT YOUR PRIOR CONSENT, EXCLUDING DISCLOSURE THAT IS REQUIRED BY LAW, REGULATION OR ORDER OF A COMPETENT AUTHORITY.

f. YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY CANNOT ASSURE AND TAKES NO RESPONSIBILITY FOR MEASURES TAKEN AND/OR NOT TAKEN BY YOUR SERVICE PROVIDER IN ORDER TO PROTECT THE SYSTEM INFORMATION, AND IN NO CASE WILL THE COMPANY BE LIABLE FOR ANY DAMAGE AND/OR LOSS OF ANY KIND OR NATURE INCURRED AND/OR SUFFERED BY YOU AND/OR BY ANY THIRD PARTY IN CASE THE SYSTEM INFORMATION GATHERED AND/OR STORED BY YOUR SERVICE PROVIDER IS EXPOSED TO THIRD PARTIES.

g. YOU EXPRESSLY UNDERSTAND AND AGREE THAT ALTHOUGH THE COMPANY WILL TAKE REASONABLE MEASURES IN ORDER TO PROTECT THE SYSTEM INFORMATION STORED ON THE COMPANY'S SERVERS AND PREVENT PENETRATION OF THE COMPANY'S SERVERS BY THIRD PARTIES, THERE IS A POSSIBILITY THAT SOME OR ALL OF THE SYSTEM INFORMATION MAY, FOR WHATEVER REASON, WITHOUT THE COMPANY'S AND/OR YOUR SERVICE PROVIDER'S CONSENT, BE EXPOSED TO THIRD PARTIES, IN WHICH CASE THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGE AND/OR LOSS OF ANY KIND OR NATURE INCURRED AND/OR SUFFERED BY YOU AND/OR BY ANY THIRD PARTY AS A RESULT THEREOF.

Article IV – SYSTEM AND SERVICE LIMITATIONS

a. The Application is designed to integrate with your WeR@Home™ security system which has not been installed by Company. The WeR@Home™ equipment transmits data via high speed Internet, cellular or radio communication. Provided that you are current in your payments to Company, the Company will permit access, via the Applications, to your WeR@Home™ security system. Company shall have no responsibility for failure of data transmission, corruption or unauthorized access.

b. You are responsible for supplying high speed Internet access at your premises where your WeR@Home™ security system is installed. Company does not provide Internet service; maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply. In consideration of Subscriber making its monthly payments for remote access to the WeR@Home™ system, Company will authorize your access. Company is not responsible for your access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by you for the Applications and the access of the system. You acknowledge that your WeR@Home™ security system can be non-functional or compromised if the Internet codes or devices used for access are lost or accessed by others and Company shall have no liability for such third

party unauthorized access. Company is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is your responsibility to secure access to the system with pass codes and lock outs.

c. The Application is designed to utilize your enabled cellular device to access the WeR@Home™ system. The device will work only in areas where the cellular service has coverage and Company has no control over such coverage. Company is authorized to record and maintain audio transmissions, data and communications, and shall be the exclusive owner of such property. You are responsible for all permits and permit fees, if any, and agree to file for and maintain any permits required by applicable law and indemnify or reimburse Company for any fines relating to permits. Should Company be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement you agree to pay Company for such service or material. Company does not monitor signals and communications received by from your enabled cellular device.

d. You acknowledge that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of Company and are not maintained by Company and Company shall not be responsible for any failure which prevents transmission signals from reaching your Internet enable device or damages arising therefrom, or for data corruption, theft or viruses to your Internet enabled device.

Article V – EXCULPATORY AND LIMITATION OF LIABILITY PROVISIONS

a. EXCULPATORY CLAUSE: You agree that Company is not an insurer and no insurance coverage is offered herein. Your payments to Company are for the use of Company's Application and remote access to your WeR@Home™ security system designed to reduce certain risks of loss, though Company does not guarantee that no loss will occur. Company is not assuming liability and therefore shall not be liable to you for any loss or injury sustained by you as a result of any cause whatsoever, regardless of whether or not such loss or injury was caused by or contributed to by Company's negligent performance to any degree or failure to perform any obligation or strict products liability. You release Company from any claims for contribution, indemnity or subrogation.

b. LIMITATION OF LIABILITY: You agree that the Application, the service it offers and the WeR@Home™ system is not designed or guaranteed to prevent any loss or injury. If, notwithstanding the terms of this agreement, there should arise any liability on the part of Company as a result of any cause whatsoever, regardless of whether or not such loss, damage, or personal injury was caused by or contributed to by Company's negligence to any degree or failure to perform any obligation or strict products liability, such liability will be limited to an amount equal to six (6) times the monthly payment paid by you to Company at the time such liability is fixed, or to the sum of \$250.00, whichever is greater. If Subscriber wishes to increase Company's maximum amount of such limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain from Company a higher limit by paying an additional amount consonant with the increase of liability. This shall not be construed as insurance coverage.

Article VI – LEGAL ACTION/ARBITRATION/WAIVER OF CERTAIN RIGHTS

a. You and the Company waive trial by jury in any action between us. Any action by you against Company must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against Company must be based on the provisions of this agreement. Any other action that you may have or bring against Company in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. You agree that any claim against Company shall be maintained solely by you and that you shall neither initiate nor participate in any class action against Company, its subcontractors, distributors, licensees or licensors.

b. Any dispute between you and Company or arising out of this contract, including issues of arbitrability, shall, at the option of any party, be determined by arbitration administered by Arbitration Services Inc., under its Commercial Arbitration Rules <http://www.arbitr8ors.com/>.

c. You and the Company submit to the jurisdiction and laws of New York and agree that any litigation or arbitration between the parties must be commenced and maintained exclusively in Nassau County, New York.

Article VII – MODIFICATION

The Company reserves the right to modify without prior notice the Application and/or the Service, and the Terms and Conditions governing its use, at any time, including but not limited to charge fees in order to access and/or use the Application and/or the Service. The Company also reserves the right to terminate any or part of the Application and/or the Service at any time on its sole discretion without prior notice.

Article VIII – LICENSE CHANGES

a. The Company reserves the right to update and change, from time to time, this License and all documents incorporated by reference. At all times, you can find the most recent version of this License at <http://www.essence-grp.com/vault/documents/EULA.pdf>. The Company may change this License by posting a new version and sending you notice by e-mail (to the address listed with the Company). Use of the Application or Service after such change constitutes acceptance of such changes.

b. This Agreement, and any new versions, between the Company and you, covers all your use of the Service, including, without limitation, the Application. You can accept this Agreement by clicking on such acceptance buttons or links as may be designated by the Company. If you disagree with any of the terms below, the Company does not grant you a license to use the Service and/or the Application.

Article IX – MISCELLANEOUS

a. Your contractual relationship with your Service Provider and/or other third parties, including payment, delivery of goods or services, and any other terms, conditions, privacy policies, warranties or representations associated with such dealings, are solely between you and such provider and/or third party. You agree that the Company will not be responsible or liable for any loss and/or damage of any kind or nature incurred and/or suffered by you and/or any third party as a result of the presence of such provider and/or third parties on the Application and/or the Service.

b. These Terms and Conditions constitute the entire Agreement between you and the Company relating to the Application and/or the Service and govern your use of the Application and/or the Service, and completely replace and supersede any prior or contemporaneous agreements between you and the Company regarding the Application and/or the Service.

c. The failure of the Company to exercise or enforce any right or provision of these Terms and Conditions does not constitute a waiver of such right or provision, which will still be available to the Company.

d. The provisions of these Terms and Conditions are independent of and severable from each other. If any provision is found to be invalid or unenforceable for any reason, that provision shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, eliminated, and the remainder of these Terms and Conditions shall continue in full force and effect as if these Terms and Conditions had been signed with the invalid portion so modified or eliminated.

e. These Terms and Conditions and your relationship with the Company under these Terms and Conditions will be governed by the laws of the State of Israel without regard to its conflict of laws' provisions. You and the Company agree to submit to the exclusive jurisdiction of the courts located within the Tel-Aviv district, Israel, to resolve any legal matter arising from these Terms and Conditions.

ADDENDUM A – PRIVACY POLICY

Essence Security International (E.S.I.) Ltd. ("**Essence**" or "**we**") is providing this Privacy Policy to inform you of our policies and procedures regarding the collection, use and disclosure of information we receive when you do either of the following ("**Services**"):

(i) You download and use Essence's user interface application ((including any updates and/or upgrades and/or patches thereto) (the "**Application**") for monitoring and/or controlling Essence Security systems, control systems or any part thereof (the "**System**") via one or more mobile phone, personal computer, tablet or any other device or application

interface that you own and/or use and/or hold and/or control (each, a "**Device**"), which may enable access to third parties services and applications; or,

(ii) You visit the Essence website at www.essence-grp.com (the "**Site**").

By downloading or using the Application or by entering the Site, you fully understand and unambiguously consent to the collection and processing of such information and to the terms of this Privacy Policy. If you do not agree to the terms of this Privacy Policy, you must not use the Application or Site.

This Privacy Policy may be amended or updated from time to time. If we make any material changes to this Privacy Policy, we will post a notice of these changes on our website and in this Privacy Policy. You are advised to consult this Privacy Policy regularly for any changes.

Information Collection

Personally Identifiable Information

In the course of using the Services, we might ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("**Personal Information**"). Personal Information may include, but is not limited to, your name, country of residence, email address and website address.

Non-Personally Identifiable Information

When you use the Services (whether such use is performed on the System or a Device, on the Site or on a website of one of our partners or other third parties), we collect information regarding your use of the Services, and information that your browser sends whenever you visit a site or online service, including, without limitation, your computer's Internet Protocol (IP) address, browser type, the web page you were visiting before, and information for which you search.

When you use a widget or any other tool offered by us, whether on the System or a Device, on the Site or on a third party website, including a website owned or operated by you, we may record data related to that activity, the deployment of the widget or tool and any other account related data.

Like many websites, we use "**cookies**" to collect information. A cookie is a small data file that we transfer to your computer's hard disk for record-keeping purposes. You can instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from the website you visit. If you do not accept cookies, however, you may not be able to use all portions of the Site or all functionality of the Services.

We may present links in a format that enables us to keep track of whether these links have been followed.

Third Party Sites

This Privacy Policy applies only to Services provided on the System or a Device under your control, or on the Site. The Site may include links and references to the websites of others or third party advertisers. These other sites may place their own cookies or other files on your computer, collect data or solicit personal information from you. Other websites follow different rules regarding the use or disclosure of the Personal Information that you submit. We encourage you to read the privacy policies and other terms of the other websites. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to such websites. In no event will we be responsible or liable, directly or indirectly, to anyone for any loss or damage arising from such sites, including without limitation for your use of such website and for any information submitted by you, or otherwise collected by such websites.

1. Our Policy towards Children

We do not knowingly collect personally identifiable information from children under the age of 18. If a parent or guardian becomes aware that his or her child has provided us with Personal Information without their consent, he or she should contact us at info@essence-grp.com. If we become aware that a child under 18 has provided us with Personal Information, we will delete such information from our files.

2. Security

We are concerned with safeguarding your information. We employ a variety of safety measures designed to protect your information from unauthorized access and disclosure. However, we cannot guarantee that your personal information or private communications will always remain private and secure.

3. International Processing or Transfer

Your information may be processed or transferred outside of your state, where the privacy laws may not be as protective as those in your jurisdiction.

4. Disclosure

We reserve the right to disclose any information obtained by us, including but not limited to Personal Information and Non Personally Identifiable Information, (i) if required by law or by any governmental authority; or (ii) in case of emergency; or (iii) to a successor entity in connection with a merger, acquisition, bankruptcy or sale of all or substantially all of our assets.

5. Contacting Us

If you have any concerns or questions about this Privacy Policy, please contact us at info@essence-grp.com.

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