

# Heat Seek Enrollment Agreement

Use of your Heat Seek sensor constitutes express agreement to the following terms of service.

This Agreement (this “**Agreement**”) is a binding contract between Heat Seek, Inc., a New York not-for-profit corporation (“**Heat Seek**”), and the individual named above (“**I**” or “**me**”).

By receiving this Agreement, I agree as follows:

## 1. **Devices**

- a. I or Heat Seek may install a sensor at the address at which I reside (my “**Home**”) to periodically collect ambient temperature readings (the “**Sensor**”).
- b. The Heat Seek device installed in my Home will wirelessly connect to the Internet.

## 2. **Usage**

- a. In order for the Sensor to function, I will ensure that that it remains plugged into a working electrical outlet at all times.
- b. I will not use or place near the Sensor anything that may affect the temperature in that area, such as a space heater or a fan.
- c. I will not, and will ensure that others do not, interfere or tamper with the Sensor in any way.
- d. I am responsible for any damage to the Sensor
- e. I am responsible for the costs of its electricity consumption, which Heat Seek expects to be minimal.

## 3. **Removal or Repairs**

- a. I will make a good-faith effort to notify Heat Seek if the Sensor stops functioning correctly. Additionally, if requested I will make a good-faith effort to permit Heat Seek to enter my Home to repair, remove, replace, or modify the Sensor, as Heat Seek may determine in its sole discretion.

## 4. **Data**

- a. Subject to my compliance with this Agreement and to the Devices’ proper functioning, Heat Seek will permit me to access the ambient temperature readings collected from the Sensor (the “**Data**”) through Heat Seek’s web application using the email address that I have provided above.

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- b. The Data may be accessible to Heat Seek, organizations that referred me to Heat Seek, lawyers associated with those organizations or to whom I request access, employees and agents of the New York City Department of Housing Preservation and Development, and other government authorities.
- c. Heat Seek may share the Data with other people or organizations in its sole discretion.

## **5. Limitation of Liability**

- a. Heat Seek does not guarantee that my Home's heating will change as a result of Heat Seek's products and services.
- b. Heat Seek does not guarantee that the Data will be admissible in a court of law.
- c. Heat Seek is not a law firm or a substitute for one, and it does not provide legal assistance, advice, or opinions of any kind.
- d. To the fullest extent allowable by law, Heat Seek is not liable for any losses arising from or relating to (i) incorrect or unavailable data readings; (ii) human error; (iii) any interruption or defect of any electronic transmission; (iv) any problem relating to computer equipment or software; (v) any error or malfunction (technical or otherwise); or (vi) any of the Devices or Heat Seek's services.
- e. To the fullest extent allowable by law, Heat Seek makes no representations and disclaims all warranties, express or implied, regarding its devices and services, including those offered by third parties.

## **6. General Provisions**

- a. The laws of New York govern all matters arising under and relating to this Agreement, including torts.
- b. This Agreement constitutes the final, exclusive agreement between Heat Seek and me on the matters contained in this Agreement and supersedes all prior and contemporaneous negotiations and agreements.
- c. No waiver of any provision of this Agreement constitutes a waiver of any other provision.
- d. If any provision of this Agreement is determined to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions for this Agreement for each party remain legal and enforceable.