

**LIFTMASTER® GATEWAY**  
**LICENSE AGREEMENT AND TERMS OF USE (U.S.)**

July 1, 2013

The following LiftMaster® Gateway License Agreement and Terms of Use (U.S.) (collectively, these “**Terms**”) form a binding legal agreement between the person or company accepting these Terms (“**you**”) and The Chamberlain Group, Inc., a Connecticut corporation and its registered trademark brand LiftMaster (“**LiftMaster**”) and will govern your access to and use of LiftMaster’s proprietary Gateway system (the “**LiftMaster Gateway**”), including (A) the web-based and mobile web user interfaces thereto that may be made available by LiftMaster or its affiliates from time to time (“**Web Interfaces**”), (B) the mobile device applications that may be made available by LiftMaster or its affiliates from time to time for use in connection therewith (“**Mobile Apps**”), and (C) the firmware, software and functionality that is embedded or contained in, or that may otherwise be provided by, a LiftMaster Gateway device or any other LiftMaster-approved interface device (each, a “**Device**”; such firmware, software and functionality, “**Device Code**”) for use in connection with your garage door opener or other product that is supported by the LiftMaster Gateway (collectively, the “**System**”).

Before you may use or access the System, or any portion thereof, or any services available through or in connection with the System (“**Services**”), you must read and accept all of the terms and conditions in, and linked to, these Terms, including LiftMaster’s U.S. Privacy Statement <https://www.myliftmaster.com/assets/docs/LiftMasterPrivacyStatement.pdf> .

Please read these Terms carefully. **BY CHECKING THE BOX STATING “I AGREE TO THE LICENSE AGREEMENT AND TERMS OF USE” AS PART OF LIFTMASTER’S REGISTRATION PROCESS FOR THE SYSTEM, OR BY ACCESSING OR USING THE SYSTEM OR SERVICES, OR DOWNLOADING, OPENING OR INSTALLING A LIFTMASTER GATEWAY DEVICE (OR OTHER DEVICE) OR ANY MOBILE APP, WEB INTERFACE OR DEVICE CODE OR SOFTWARE OR ANY WEBSITE THAT LIFTMASTER OR ANY OF ITS AFFILIATES MAY MAKE AVAILABLE TO YOU, YOU ARE AGREEING TO BE BOUND BY THESE TERMS AND YOU REPRESENT AND WARRANT THAT (I) YOU ARE 18 YEARS OF AGE OR OLDER, AUTHORIZED TO ENTER INTO THESE TERMS, AND AUTHORIZED TO ACCESS OR OPERATE THE GARAGE DOOR OPENER(S), LIGHTS OR OTHER PRODUCTS THAT YOU REMOTELY ACCESS THROUGH THE SYSTEM, AND (II) YOU, WITHOUT LIMITATION OR QUALIFICATION, ACCEPT AND AGREE TO BE BOUND BY THESE TERMS.**

**Electronic Signature and Consent:** You agree (A) to the use of electronic documents and records in connection with your registration for the System and the Services, and all future documents and records in connection therewith — including this electronic signature and disclosure notice — and (B) that such use of electronic documents and records satisfies any requirement that LiftMaster provide you these documents and their content in writing. You have the right to receive a paper copy of all documents and records. You may (i) obtain a paper copy of any document or record (free of charge), (ii) withdraw your consent to the continued use of electronic documents and records, or (iii) update your contact information by calling LiftMaster at 800-528-5880 (US) or 0049 6838 907 172 (DE) or updating your information at [www.myliftmaster.com](http://www.myliftmaster.com). To receive or access electronic documents and records, you must have the following equipment and software: (a) a device that is capable of accessing the Internet; (b) an Internet browser that supports at a minimum HTML 4.0 and 128-bit SSL encryption, such as Microsoft® Internet Explorer® 7 and higher, Firefox® 3 and higher, Chrome® 3.0 and higher; and (c) software that permits you to receive and access Portable Document Format or “PDF” files, such as Adobe® Acrobat™ Reader 8.0 or higher. To retain documents and records, your device must have the ability to download and store PDF files. Your access to this page verifies that your system and device meets the above receipt, access, and retention requirements. Your checking on the box stating “I agree to the License Agreement and Terms of Use” button indicates your signature and your acceptance of this notice.

**IF YOU DO NOT ACCEPT THESE TERMS, LIFTMASTER IS UNWILLING TO PERMIT YOU TO ACCESS OR USE THE SYSTEM OR THE SERVICES AND LIFTMASTER IS UNWILLING TO GRANT YOU A LICENSE TO THE SYSTEM, IN WHICH CASE YOU ARE NOT PERMITTED TO INSTALL, COPY, DOWNLOAD OR OTHERWISE USE THE SYSTEM OR THE SERVICES (OR ANY PORTION THEREOF) AND YOU MUST IMMEDIATELY CEASE ALL ACCESS TO AND USE OF THE SYSTEM AND THE SERVICES, AND DELETE ALL MOBILE APPS, DEVICE CODE AND OTHER SOFTWARE OR MATERIALS MADE AVAILABLE TO YOU BY LIFTMASTER OR ITS AFFILIATES.**

If you do not agree to these Terms and you have not registered, installed or used the LiftMaster Gateway device, you may return the unused LiftMaster Gateway device to the authorized LiftMaster retailer from which you purchased such device, for a refund of the purchase price that you paid for such device, provided that (i) you return the LiftMaster Gateway device within the time period required by the authorized LiftMaster retailer (but in any event no later than ninety (90) days after the date of your purchase), (ii) you include with your return the original purchase receipt (or a valid copy thereof) and all packaging, documentation and other accompanying items, and (iii) you otherwise comply with all of the requirements of the authorized LiftMaster retailer's return policy. If, and only if, the authorized LiftMaster retailer from which you purchased the LiftMaster Gateway device has a final sale policy whereby the retailer does not accept product returns under any circumstances, you may contact LiftMaster Customer Service at 800-528-5880 (US) or 0049 6838 907 172 (DE). In such circumstances, LiftMaster may, but will not be obligated to, accept the return of, and issue a refund for, such device.

- 1. License Granted.** Upon and subject to your acceptance of and compliance with these Terms, LiftMaster hereby grants you a non-exclusive, personal, non-transferable, non-sublicensable, limited license, under LiftMaster's rights in the System, to use the System in each instance subject to your compliance with these Terms and solely in connection with your use of a Device that you are otherwise authorized to access and use (the "**License**"). The System may initially be accessed through LiftMaster's proprietary website at [www.myliftmaster.com](http://www.myliftmaster.com) and <http://www.myliftmaster.com/mobile> or a different website that may be designated by LiftMaster from time to time for use with the System (each, a "**Site**"). The System is designed for you to access the System through the Site, a Web Interface, or one or more Mobile Apps. You hereby acknowledge and agree that LiftMaster (or, if applicable, its licensor) has and will retain all right, title, interest and ownership in and to each Site and the System and all other Materials (as defined below) (and all modifications and derivative works thereof), including any trademarks, copyrights, patents and trade secrets and other intellectual property and proprietary rights with respect thereto or contained therein. LiftMaster and its licensors reserve all rights and licenses not expressly granted to you herein. Except for the License, no license is granted to you under these Terms, whether by implication, waiver or estoppel.
- 2. Service Fees.** LiftMaster does not currently charge fees for your access to or use of the System or Services as authorized by LiftMaster in these Terms ("**Service Fees**"). However, LiftMaster reserves the right, at any time, to begin charging you Service Fees, and to modify Service Fees, for your access to or use of the System and the Services, or any portions thereof, including charging a Service Fee for the License, as provided in Section 13 hereof. If LiftMaster elects to charge Service Fees and you wish to continue to access and use the System or Services, or both, then as a condition to your continued access and use, (i) you must first enter into a subscription agreement on terms and conditions specified by LiftMaster (a "**Subscription Agreement**"), (ii) you must make payment arrangements with LiftMaster or its designee for the Service Fees as specified in such Subscription Agreement, and (iii) you must pay to LiftMaster the applicable Service Fees specified in such Subscription Agreement. If you do not enter into such Subscription Agreement with LiftMaster or its designee, or if you do not pay to LiftMaster the Service Fees as specified in the Subscription Agreement or otherwise fail to satisfy the conditions in clauses (i) through (iii) above or if LiftMaster elects, for any reason, not to enter into a Subscription Agreement with you, then the License and your ability to access the System and Services will automatically terminate at a time determined by LiftMaster in its sole discretion. If your License has expired or terminated and you desire to reactivate the License and your access to the System and Services, you may request LiftMaster to reactivate the License and such access, provided that you first pay to LiftMaster the then-current Service Fees (as specified by LiftMaster from time to time) for reinstatement of the License and such access. In all instances, you will pay and be responsible for paying any and all sales, use, excise, personal property or other taxes of similar nature levied upon Service Fees or your access to or use of the System or Services (collectively, "**Taxes**"). If full payment of any Service Fees is not received by LiftMaster when due or if you do not strictly comply with any of the terms and conditions contained in these Terms, LiftMaster may, at its sole option, suspend or terminate the License and deactivate the Password and your access to and use of the System or Services, or both (a "**Suspension**"), without any cure period or any notice to you. In addition, if you do not access or use the System or the Services, or both, for 180 days or more (or such other time period as may be specified by LiftMaster from time to time), LiftMaster reserves the right to implement a Suspension of your License, account and access to and use of the System or the Services, or both, without any notice to you. You may request LiftMaster to end such Suspension by contacting LiftMaster through the Contact Us section below or through your Mobile App and, if required by LiftMaster, paying to LiftMaster the applicable Service Fees specified by LiftMaster.

**3. Use of System; Disclaimers.** The System and the Services are designed to allow users to remotely activate garage doors or other barrier operators, lights and/or household appliances that are connected to a LiftMaster Gateway device, and to obtain information on the status and usage of and remotely monitor such items (e.g., garage door currently closed; garage door opened for 1 hour). More information about supported functionality and capabilities of the System and Services is available at [www.liftmaster.com](http://www.liftmaster.com).

**>IMPORTANT WARNING: TO REDUCE THE RISK OF SERIOUS INJURY OR DEATH, YOU MUST NEVER PERMIT CHILDREN TO ACCESS, USE, OPERATE OR PLAY WITH THE WEB INTERFACES, MOBILE APPS OR OTHER PARTS OF THE SYSTEM, OR ANY CONTROLS THEREOF, AND YOU MUST NEVER USE ANY OPERATOR OR LIGHT CONTROLS OF THE WEB INTERFACES, MOBILE APPS OR OTHER PARTS OF THE SYSTEM WHILE DRIVING.**

You acknowledge and agree as follows:

- a. The System is NOT an “alarm” or security system, and is not intended to function or be used as such. LiftMaster does not provide central station or other monitoring of the System or any items connected to the System; such monitoring is solely your responsibility. The System does NOT provide fire, heat, smoke, carbon monoxide, burglar, motion sensor, or other alarm or detection capabilities and must not be used as a substitute for appropriate home safety detectors or equipment or other items required by applicable laws or building codes.
- b. You are solely responsible for ensuring that all equipment connected to the System is correctly and safely installed and maintained in proper working order. LiftMaster will have no responsibility or liability whatsoever for any failure or malfunction of any garage door opener or other product or device connected to or activated by the System, including the Device hardware (e.g., OEM garage door openers, lamps, etc.).
- c. You are solely responsible for the installation of the System and the Services and for providing internet connectivity and electric power needed to operate the System and the Services. LiftMaster will have no responsibility or liability for interruptions of electric power or internet connectivity, whether localized to you or LiftMaster or applicable to the System and the Services as a whole.
- d. The System may automatically download from a Site or Sites or other sources and install in or on the System certain updates for the Web Interfaces, Mobile Apps, Device Code or other parts of the System or the Services, and you hereby consent to such downloading and installation without any separate notice thereof from LiftMaster, and you also agree to receive and install such downloads. If you or LiftMaster terminates the License or if you allow the License to expire or be subject to Suspension, your data (including any of your data stored on or in connection with the System or Services) may not be preserved.
- e. LiftMaster may change the System or the Services, or both, at any time without providing you notice and without having any liability to you or any other person or entity. LiftMaster may post descriptions of changes to the System or the Services, or both, on a Site. If you do not agree with any such changes, your sole and exclusive remedy is to not use the System and the Services. Your continued use of the System or the Services, or both, indicates your acceptance of and agreement to such changes.
- f. You understand that any applications connected to the internet are subject to inherent risks common to the internet, such as hackers, viruses, *et cetera*. LiftMaster will have no responsibility or liability for wrongful acts or conduct of any third party committed through use of the internet that may affect you, the System or the Services, or both. You agree that no data transmitted over the LiftMaster networks, the internet, or through wireless means is or can be guaranteed to be secure. LiftMaster does not guarantee that data submitted or transmitted to LiftMaster will be free from unauthorized disclosure, access, misappropriation or intrusion.
- g. Because your Device communicates with LiftMaster by transmitting information through wireless means and over the internet, the availability of the System and the Services cannot be guaranteed and is also subject to other limitations as may be specified by LiftMaster from time to time, including the following restrictions: (a) your Device must be registered with LiftMaster through the applicable Site, and the System and the Services must be connected to your registered Device; (b) the System and the Services are only available in the United States (except as may be

specified otherwise by LiftMaster from time to time in its sole discretion); and (c) the System and the Services may not be available when the internet or your wireless connection or your mobile connection is not working properly.

#### **4. Limited Warranty; Disclaimer.**

- a. The sole warranty provided by LiftMaster with respect to the System, the Services and other Materials is a limited warranty, only during the period when the License remains in effect and has not been suspended or terminated, to use commercially reasonable efforts to correct or bypass a material defect in the System or the Services, as determined solely by LiftMaster based on LiftMaster's then-current published specifications for the System and the Services, subject to these Terms (the "**Limited Warranty**"). The Limited Warranty does not extend to you unless you have accepted these Terms and remain bound by these Terms. The Limited Warranty is for your benefit only and may not be enforced by any other person or entity. The Limited Warranty will not apply to, and LiftMaster will have no liability or obligation with respect to, problems or damage resulting from, but not limited to, any of the following: (i) accident, modification, neglect, abuse, careless or incorrect handling, misuse or improper operation, disassembly, misapplication or use in unusual physical environments or under operating conditions not approved by LiftMaster (including use of any Device with an improper voltage supply); (ii) problems relating to or residing in non-LiftMaster hardware, software or other items with which the System or the Services are used; (iii) use in an environment, in a manner or for a purpose for which the System or the Services were not designed or not in accordance with LiftMaster's published documentation; and (iv) installation, modification, alteration or repair by anyone other than LiftMaster or its authorized representatives.
- b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO THE SYSTEM OR THE SERVICES, ALL OF THE SYSTEM, THE SERVICES AND THE MATERIALS THAT ARE OR MAY BE PROVIDED BY LIFTMASTER OR ITS AFFILIATES ARE PROVIDED "AS IS", WITH ALL FAULTS AND IN LIEU OF, AND LIFTMASTER HEREBY DISCLAIMS, ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES OF ANY KIND, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ERROR-FREE OPERATION, ACCURACY, SYSTEM INTEGRATION, OR QUIET ENJOYMENT, AND ANY WARRANTIES THAT MAY ARISE FROM A COURSE OF CONDUCT, TRADE USAGE OR TRADE PRACTICE. LIFTMASTER DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT (I) THE OPERATION OF THE SYSTEM OR THE SERVICES, OR ANY WEB INTERFACE, MOBILE APP, DEVICE CODE OR OTHER PORTION OF THE SYSTEM OR THE SERVICES, IS OR WILL BE UNINTERRUPTED OR ERROR-FREE OR COMPATIBLE WITH ANY OTHER HARDWARE OR OTHER ITEMS USED BY YOU OR (II) ANY DEFECT CAN OR WILL BE CORRECTED OR THAT THE SYSTEM OR THE SERVICES WILL BE AVAILABLE OR USABLE, OR (III) THE FUNCTIONS CONTAINED IN OR TO BE PROVIDED BY THE SYSTEM OR THE SERVICES WILL MEET YOUR REQUIREMENTS OR THE REQUIREMENTS OF ANY STATE OR FEDERAL LAW OR BUILDING CODE, INSURANCE REQUIREMENTS, OR SIMILAR REGULATIONS. EXCEPT FOR THE LIMITED WARRANTY, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF THE SYSTEM, THE SERVICES AND THE MATERIALS SHALL BE WITH YOU. **Some states or other jurisdictions do not allow the exclusion of an implied warranty, so the above disclaimers may not apply to you, and you may have other legal rights that vary by jurisdiction.** Where applicable, all implied warranties will be limited to the period during which the License remains in effect and has not been terminated or subject to Suspension.
- c. LiftMaster is not responsible for any loss of your data, or for any loss related to downtime associated with the use of the System or the Services, or both, whether through power outage, failure of internet or wireless connectivity, network disruptions, or otherwise.

- 5. Restrictions on Use.** You are not permitted to, and will not, use the System or the Services, or both, with any equipment for which it is not designed (as determined in LiftMaster's sole discretion) or that is not properly installed and in good operating condition. You will not (a) use, or cause or permit any other person or entity to use, the System or the Services (or any Web Interfaces, Mobile Apps, Devices, Device Code or other portion of the System or Services or any materials or other items made available by LiftMaster or its affiliates) (collectively, the "**Materials**") to design, build, market, or sell any similar or substitute product or service, or (b) cause, perform, or permit (i) the copying,

decompilation, disassembly, or other reverse engineering of the System, the Services or any other Materials, (ii) the transferring or purported resale, licensing or sublicensing of the System, the Services or any other Materials, or (iii) the removal, delivery, or exportation of System, the Services or any other Materials outside the United States or any other act in violation of any relevant export laws or regulations. You will use the System and Services for your own personal purposes only, and not for rent or for hire. By using the System or the Services, or both, you will: (A) accurately furnish all contact and other information requested by LiftMaster and notify LiftMaster immediately of any change in such information, including a change in ownership of any Device or any residence at which a Device is installed; (B) properly maintain your Device; (C) not use the System or the Services, or both, in violation of any laws, regulation or court order, or for any unlawful or abusive purpose; (D) not use the System or the Services, or both, in any manner other than as intended by LiftMaster and expressly permitted by these Terms; (E) not use the System or the Services, or both, in any manner that could harm LiftMaster, its service providers, its affiliates, or any other person; and (F) strictly comply with these Terms and any other requirements or restrictions requested or imposed by LiftMaster from time to time.

**6. Sale or Transfer of Device and Other Users of Your Device.** If you sell or transfer your Device to another person, or you allow another person to use your Device, you will immediately notify such person that the Device is connected to the System and is subject to these Terms and LiftMaster's U.S. Privacy Statement

<https://www.myliftmaster.com/assets/docs/LiftMasterPrivacyStatement.pdf> . In addition, if you sell or transfer your Device to another person, you will immediately (i) notify LiftMaster of the change in ownership of your Device by contacting LiftMaster Customer Service at 800-528-5880 (US) or 0049 6838 907 172 (DE) to release the Device from your account, and (ii) notify such person that (A) he or she must register the Device with LiftMaster through a Site after you have released the Device from your account with LiftMaster, and agree to these Terms prior to any access to or use of the System or the Services, and (B) such access to and use of the System and the Services are expressly conditioned upon his or her agreement to these Terms, and (C) he or she must pay to LiftMaster all applicable Service Fees (as may be required by LiftMaster from time to time). LiftMaster reserves the right to charge a Service Fee for any such sale or transfer of any Device.

**7. Operational Information.** You will regularly review and are responsible for regularly reviewing the instructions, FAQ and user information available at [www.myliftmaster.com](http://www.myliftmaster.com) and ensuring that every authorized user understands how to properly operate the System, the Services, the Site and any Mobile Apps.

**8. Password and Your Security Obligations.**

- a. Upon registering for the System and the Services through a Site, you will be required to select a unique user ID ("**ID**") and password ("**Password**") to access the System and the Services through the Site or a Mobile App. You will select the initial Password. If you lose your Password, you may request LiftMaster to issue to you a randomly generated replacement Password. Upon receipt of such replacement Password, you will immediately access the System to change such Password to a new Password selected by you. You are encouraged to change your Password regularly. You are responsible for requesting LiftMaster to issue to you a new Password if needed for any reason. Repeated incorrect attempts to log-on may result in deactivation of your Password, in which event you will need to request LiftMaster to issue to you a new Password. In the event of a security breach of your password, you will provide such assistance to LiftMaster as may be requested by LiftMaster in the investigation of any unauthorized use and any enforcement proceedings in connection therewith.
- b. You acknowledge and agree that only one (1) user log-in account for the System is available for each LiftMaster Gateway device. If you choose to permit others to use your ID for the System or the Services, or both, you will ensure that such other users comply with these Terms and use your e-mail address and Password to log-in to the System. You will be solely responsible for taking all steps as are necessary or prudent to safeguard your Password. You will be responsible and liable for any use of the System or the Services, or both, by any person to whom you make your ID or Password available or to whom you otherwise make available any portion of the System or the Services, or both, as well as for all acts and omissions of others who use your ID (including any person to whom you sell or transfer any Device), whether or not such person's use of your account or Password was authorized by you.
- c. You acknowledge and agree that the System has multiple security setting options. The System's

default setting, and LiftMaster's recommendation, is the highest security level setting available on the System. However, you have the option to set the System to a lower level of security if you so choose. LiftMaster will have no liability for any unauthorized access to or use of the System or Services, including as a result of your choice of security level settings.

- d. You agree that LiftMaster may, in LiftMaster's sole discretion, treat as you (or as an authorized user on your account) any person who presents your ID and Password or any other credentials that LiftMaster deems sufficient for account access, and LiftMaster will be entitled to disclose to such person your account information and permit such person to make changes in the System or the Services, or both.

**7. Mobile Apps.** LiftMaster may from time to time make available Mobile Apps that permit the System to be accessed and operated through smart phones or other mobile devices. Without limiting any restrictions set forth elsewhere in these Terms, the license granted to you for any Mobile App is limited to a non-transferable license to use the Mobile App on any mobile device that you own or control. The Mobile Apps are licensed, not sold, to you for use only under these Terms. This license does not allow you to use the Mobile Apps on any mobile device that you do not own or control, and you may not distribute or make the Mobile Apps available over a network, or where it could be used by multiple devices at the same time. Without limiting any of the other restrictions set forth in these Terms, you may not rent, lease, lend, sell, redistribute or sublicense the Mobile Apps, and you will not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of any Mobile Apps, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with any Mobile Apps). Any attempt to do so is a violation of the rights of LiftMaster and its licensors. If you breach this restriction or any other terms or conditions contained herein, you may be subject to prosecution and damages. These Terms will govern any upgrades provided by LiftMaster that replace and/or supplement the original Mobile App, unless such upgrade is accompanied by a separate license designated by LiftMaster, in which case the terms of that separate license will govern. LiftMaster does not guarantee that the Mobile Apps will be available for, or function in connection with, all smart phones or other mobile devices. The additional content and services associated with a Mobile App may also change at any time in LiftMaster's sole discretion. In order to use such Mobile Apps, you must also purchase an appropriate data plan from your wireless carrier, in addition to paying the applicable Service Fees. LiftMaster is not responsible for overages or for actions that your wireless carrier may take against you for using data in violation of your wireless carrier's service terms.

**8. Additional Provisions for Mobile Apps.** Mobile Apps may contain open source software and/or other modules or code provided by third parties.

The terms of Exhibit A attached hereto (and incorporated herein by this reference) form part of these Terms and govern your use of Mobile Apps.

For Mobile Apps that you download from the iTunes® Store for use with your Apple Inc. ("**Apple**") mobile device ("**Apple Mobile Apps**"):

- a. You agree to the iTunes Store Terms of Service and you will only use the Apple Mobile Apps solely as permitted by the Usage Rules set forth in the Apple App Store Terms of Service (the "**Usage Rules**"), which you acknowledge you have had the opportunity to review; provided, however, that if these Terms include more restrictive terms than the Usage Rules, then such more restrictive terms will supersede the conflicting terms in the Usage Rules.
- b. You acknowledge that these Terms are concluded between you and LiftMaster only, and not with Apple, and that LiftMaster, not Apple, is solely responsible for the Apple Mobile Apps and the content thereof.
- c. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple Mobile App.
- d. In the event of any failure of any Apple Mobile App to conform to any applicable warranty, you may notify Apple, and Apple will refund to you the purchase price (if any) for the Apple Mobile App and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple Mobile App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be

LiftMaster's sole responsibility (subject to the qualifications, disclaimers and limitations set forth in these Terms).

- e. You acknowledge that (i) in the event of any third party claim that the Apple Mobile App or your possession and use of the Apple Mobile App infringes that third party's intellectual property rights, LiftMaster, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, and (ii) LiftMaster, not Apple, is responsible for addressing any of your claims or those of any third party relating to the Apple Mobile App or your possession and use of the Apple Mobile App, including (A) product liability claims, (B) any claim that the Apple Mobile App fails to conform to any applicable legal or regulatory requirement, and (C) claims arising under consumer protection or similar legislation, in each instance, subject to the qualifications, disclaimers and limitations set forth in these Terms (which will not be construed in a manner that would limit LiftMaster's liability beyond the extent permitted by applicable law).
- f. You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance 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.

**9. Idea Submission.** If you submit to LiftMaster a comment, idea, recommendation, suggestion or any other material ("**Feedback**") related to the Services or Devices (excluding any illegal content), including through a Site or a Mobile App, you will and hereby do irrevocably assign to LiftMaster, without further consideration, all of your right, title and interest in and to such Feedback, and all intellectual property rights related thereto, throughout the world, and acknowledge that LiftMaster will be entitled to use and implement, and to authorize others to use and implement, such Feedback in any manner without restriction, and without any obligation of confidentiality, attribution or compensation to you. To the extent that the foregoing is deemed ineffective, you will and hereby do grant to LiftMaster (and its successors and assigns) a non-exclusive, perpetual, irrevocable, world-wide, royalty-free, paid-up right and license, with the right to grant sublicenses to others, through multiple levels, to use, display, reproduce, modify and distribute and otherwise freely exploit the Feedback, in whole or in part, in any and all media, whether alone or together or as part of any material of any kind or nature. Without limiting any of the foregoing, LiftMaster will have the right to use, copy, display, perform, distribute, modify and re-format Feedback in any manner that LiftMaster may determine. By submitting Feedback, you represent and warrant to LiftMaster that (i) you have all necessary rights in and to such Feedback to do so and to provide the foregoing assignments and grants, (ii) none of the Feedback (or the information contained therein) infringes, misappropriates or violates any proprietary, intellectual property or other rights of any other person or entity, or contains any libelous, tortious, or otherwise illegal content.

**10. Termination.** You may terminate the License and your use of the System and the Services without cause at any time, and LiftMaster may suspend or terminate the License and your use of the LiftMaster Services and LiftMaster Gateway without cause at any time; however, no refund of Service Fees, if any, will be issued to you in connection with any termination. LiftMaster may also terminate your access to and use of the System and the Services at any time if you fail to pay Service Fees or if LiftMaster, in its sole discretion, determines that you have failed to strictly comply with these Terms. Termination will not relieve you of any obligation to pay Service Fees or other obligations accrued prior to the effective date of termination.

**11. Indemnity and Release; Limitation of Liability.**

- a. You will, at your sole cost, indemnify, defend and hold LiftMaster, its affiliates, and its and their respective distributors, dealers, resellers, providers, suppliers, licensors, officers, directors, employees, agents, independent contractors and representatives (collectively, the "**LiftMaster Indemnified Parties**") harmless from and against any and all losses, damages, and expenses (including attorneys' fees and costs and expenses of investigation) arising or resulting in any manner from your breach of or other failure to strictly comply with these Terms or from any access to or use of (or the inability to access or use) the System or the Services, or both, or any portion thereof. YOU HEREBY RELEASE AND WILL RELEASE LIFTMASTER AND THE OTHER LIFTMASTER INDEMNIFIED PARTIES FROM ANY AND ALL CLAIMS, LIABILITIES AND LOSSES IN CONNECTION WITH THE SYSTEM OR THE SERVICES, OR BOTH, INCLUDING CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM THE TOTAL OR PARTIAL FAILURE OF PERFORMANCE OF THE SYSTEM OR THE SERVICES, EVEN IF

CAUSED BY THE NEGLIGENCE OF LIFTMASTER OR ANY OTHER LIFTMASTER INDEMNIFIED PARTY, OR THE MALFUNCTION OF THE SYSTEM OR THE SERVICES.

- b. LiftMaster is not assuming responsibility or liability for any losses or damages (including any direct, indirect, special, reliance, incidental or exemplary damages and consequential damages including loss of anticipated profits, attorneys fees or economic loss), irrespective of the cause, that may occur even if due to LiftMaster's negligent performance or failure to perform any obligation under these Terms or any other basis. In the event of any breach of these Terms by LiftMaster, your sole and exclusive remedy, and LiftMaster's sole and exclusive obligation, will be, at LiftMaster's option, for LiftMaster to use commercially reasonable efforts to re-perform the affected Service, or refund of the applicable Service Fee (if any) paid by you for the portion of such Service that is the subject of such breach by LiftMaster.
- c. In the event that, notwithstanding these Terms, LiftMaster is held to be liable to you, or any invitees, agents, employees or other person or entity, regardless of the legal theory asserted, whether arising out of contract, tort (including actions based on negligence, gross negligence, strict liability, and willful and/or intentional conduct), warranty, indemnity, or other theory of liability and whether related to the design, performance, use, defect or failure of a product or service, then to the maximum extent permitted by applicable law, the limitation of LiftMaster's liability for any and all harm, damages, injury or loss will not exceed, in the aggregate, the greater of \$100 or the amount of Service Fees (if any) actually paid by you to LiftMaster during the twelve (12) month period preceding the last event giving rise to such liability. **YOU HEREBY RELEASE AND WILL RELEASE LIFTMASTER AND THE OTHER LIFTMASTER INDEMNIFIED PARTIES FROM, AND WAIVE ALL CLAIMS FOR DAMAGES EXCEEDING THE LIMITS SET FORTH HEREIN FOR ALL HARM, DAMAGES, INJURY OR LOSS INCURRED, INCLUDING ACTUAL, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, COLLATERAL, EXEMPLARY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES (INCLUDING BUSINESS INTERRUPTION OR LOSS OF DATA (DIRECT OR INDIRECT), GOODWILL, PROPERTY DAMAGE, PERSONAL INJURY, DEATH, ATTORNEYS FEES, REPUTATION, REVENUE, OR PROFITS), EVEN IF FORESEEABLE OR THEY WERE ADVISED OR MADE AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES AND REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, AND WILLFUL AND/OR INTENTIONAL CONDUCT), WARRANTY, INDEMNITY, OR OTHER THEORY OF LIABILITY.** This limitation is a material inducement for LiftMaster to furnish the System and the Services to you. **Some states or other jurisdictions do not allow limitations of liability, so the above limitations may not apply to you, and you may have other legal rights that vary by jurisdiction.**
- d. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT NO LAWSUIT OR ANY OTHER LEGAL PROCEEDING CONNECTED WITH THESE TERMS, OR THE SYSTEM OR SERVICES WILL BE BROUGHT OR FILED BY YOU MORE THAN ONE (1) YEAR AFTER THE INCIDENT GIVING RISE TO THE CLAIM OCCURRED.
- e. You understand and agree that these Terms, and particularly Sections 4 and 10, will (i) apply to and protect the employees, officers, shareholders, parent companies, directors, agents, licensors, representatives, subcontractors, affiliates and assignees of LiftMaster and other LiftMaster Indemnified Parties, and (ii) be binding on your heirs, administrators, custodians, trustees, agents and successors.

**11. Compliance with Laws.** You acknowledge and agree that you remain at all times solely responsible for any access to or use of the System or the Services, or both, by or through your ID or Password. 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.

**12. Notices.** You will address any written notice to LiftMaster to 845 Larch Avenue, Elmhurst, Illinois 60126, or another address designated in writing by LiftMaster to you. LiftMaster will address any written notice to you to your e-mail address provided when activating the System or the Services, or both; you hereby consent to receive all notices and other communications relating to the System or Services, so long as you use the System and for a period of up to 180 days thereafter, at such e-mail address and agree that you are solely responsible for monitoring such e-mail address and updating the e-mail address if necessary.



**13. Agreement and Amendment.** These Terms are effective upon acceptance by you, supersede all prior agreements relating to the System, the Services, any Site and/or the Mobile Apps, and constitute the entire agreement between you and LiftMaster with respect to the subject matter hereof. There are no written or oral understandings that are not fully expressed in these Terms relating to such subject matter. Service Fees are subject to change (including the imposition of new Service Fees) by LiftMaster on thirty (30) days' notice to you, which notice will be deemed delivered to you if sent by LiftMaster by electronic mail or by posting on the Site. LiftMaster may update these Terms from time to time and will update the top of this page with the date such changes are made and/or when they become effective, and your continued use of the System or the Services, or both, indicates your agreement to such changes.

**14. Enforcement.** These Terms will be governed by the internal laws of the State of Illinois, without regard to choice of law principles. You agree that if any Dispute (as defined below) arises hereunder, either you or LiftMaster may demand in writing that the Dispute be arbitrated, in which case you and LiftMaster agree that each party will immediately stay any court proceedings and the plaintiff will submit the Dispute to binding arbitration by a single arbitrator under the "Supplementary Procedures for Consumer-Related Disputes" of the American Arbitration Association then in effect, in Chicago, Illinois. (More information about the AAA can be found at [www.adr.org](http://www.adr.org).) If for any reason the AAA cannot hear the Dispute, you agree to proceed before any mutually-agreed arbitrator or, if unable to agree, before an arbitrator appointed by the Circuit Court of Cook County, Illinois. Each party will be entitled to one substitution of arbitrator, without cause, as a matter of right. For any Dispute (or part of a Dispute) that is not subject to arbitration, YOU AGREE THAT ANY CLAIM WILL BE BROUGHT ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, THEREBY WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION relating in any way to a Dispute, WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY and agree to have such matter tried by a court without a jury. Each party will continue to have the following rights: 1) right to file for bankruptcy in court; 2) right to take legal action to enforce the arbitrator's decision; and 3) right to request that a court of law review whether the arbitrator exceeded its authority. A "**Dispute**" is any controversy or claim that relates in any way to the System or Services, the Site, any Web Interface, Device, Device Code or Mobile App or otherwise relates to these Terms, and/or any question regarding whether a matter is subject to arbitration under these provisions. The arbitrator's award will be final and binding on all parties to the arbitration. Either party may enter judgment on the award in any court. If LiftMaster is required to enforce these Terms in court, LiftMaster will be entitled to its attorneys' fees and costs incurred in doing so. Nothing in these Terms will give the arbitrator any authority, power, or right to alter, change, amend, modify, add to, or subtract from the provisions of these Terms. The parties agree that this provision will be governed by the Federal Arbitration Act, 9 USC §1 *et seq.* The words "include," "includes" and "including" will be deemed to be followed by the phrase "without limitation". With respect to any judicial action taken, the parties hereby agree to submit to the exclusive personal jurisdiction of state and federal courts situated in Cook County, Illinois.

**15. Severability.** If any provision of these Terms or the application of any such provision to any person, entity or circumstance shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of these Terms, which will remain in full force and effect, and will be binding upon the parties hereto and their respective heirs, executors, representatives, employees, affiliates, successors, and assigns. The parties intend that all disclaimers of warranties, limitations of liability, and exclusions of damages in these Terms will be upheld and applied to the maximum extent permitted by law.

**16. Contact Us.** Any questions, complaints or claims regarding these Terms or the System or the Services (including any Mobile App) should be directed to LiftMaster at the Contact Us section of [www.LiftMaster.com](http://www.LiftMaster.com) or 800-528-5880 (US) or 0049 6838 907 172 (DE).

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## EXHIBIT A

### 1. ASIHTTPRequest.

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### 2. JSONFramework.

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### 3. Reachability 2.0.4ddg.

Significant additions

made by Andrew W. Donoho, August 11, 2009. This is a derived work of Apple Inc.'s Reachability v2.0 class.

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#### 5. Apple's Original License on Reachability v2.0.

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