



## Control Tower Terms of Service

Please read these Terms of Service carefully before using the website operated by Global Caché, Inc. Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the Service.

The purpose of this Service is to provide downloadable infrared (IR) codes for use in Global Caché products and installations. The IR codes are digital representations used by Global Caché products to control equipment by infrared light, such as monitors, curtains, air conditioners, or other equipment controlled by handheld remote controllers. IR codes are updated regularly as new IR codes become available.

### 1. Permitted Uses

(a) You may only download IR codes for personal or customer installations containing Global Caché Products. IR codes may be in multiple locations and on multiple devices such as phone, tablet, laptop, or desktop computer. Any number of IR codes may be used in this manner.

(b) Restrictions. You are NOT permitted to download IR codes for the purpose of creating a repository, database, or other forms of storage of IR codes for future use by you or others.

### 2. Termination

Global Caché may terminate or suspend access to our Service, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

### 3. Disputes and Remedies

These Terms of Service provide that all disputes between you and Global Caché will be resolved by **BINDING ARBITRATION**. **YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS CONTRACT**. Your rights will be determined by a **NEUTRAL ARBITRATOR** and **NOT A JUDGE OR JURY** and your claims cannot be brought as a class action.

### 4. Representations and Warranties

IR CODES ARE PROVIDED “AS IS” WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. GLOBAL CACHÉ DOES NOT REPRESENT OR WARRANT THAT THE CONTENT WILL MEET YOUR REQUIREMENTS OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR FREE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE CONTENT IS WITH YOU. SHOULD THE CONTENT PROVE DEFECTIVE, YOU AND NOT GLOBAL CACHÉ ASSUME THE ENTIRE RISK AND COST OF ALL NECESSARY CORRECTIONS.

#### 5. Govern Law.

All acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Oregon, without giving effect to principles of conflicts of law.

#### 6. General Provisions

- a) You specifically agree and acknowledge that you have, in addition to the terms of this Agreement, reviewed the Terms of Service and any other policies or agreements which may be incorporated by reference therein, and to the extent of their incorporation in this Agreement you agree to be bound by them.
- b) Global Caché failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.
- c) If you have concerns relating to this Agreement, please contact Global Caché by emailing [support@globalcache.com](mailto:support@globalcache.com).