



Terms of Use

1. Applicability and Acceptance

The following Terms of Use (the "Terms") apply to anyone accessing and using this Johnson Controls Inc. ("JCI") site (the "Site"), or any part of it. Please note that if you choose other services from JCI once you have registered with us then you may be asked to accept other applicable terms and conditions.

2. Acceptance of Terms of Use; Copies of these Terms

By using the Site, you agree on behalf of yourself and your company, if the Site is to be used for business purposes, (collectively "you"), to be bound by these Terms. You may print a copy of these Terms using the print button or feature in your browser. We suggest retaining a copy for your future reference. You should be aware, however, that JCI may revise these Terms at any time, and by your continued use of the Site agree to be bound by future revisions. It is your responsibility to periodically visit the "Terms of Use" link at the bottom of the home page for the Site.

3. Eligibility

3.1 The Site is available to you for your personal use which may include posting your views or responding to the views of other users of the Site. In addition, you may use this Site to access a portal (the "Portal") we make available to our resellers, distributors, and certain others who have a pre-existing contractual relationship with JCI. In those cases, these Terms will not be construed as modifying or amending any other agreement between you and JCI or any end user license agreements, warranty information, or other terms and conditions furnished with any JCI product or service ("Product Agreements"). All references to the Site in these Terms will include the Portal. Use of the Site for your direct commercial gain is prohibited.

3.2 You must be sixteen years of age or over in order to use the Site. By using the Site, you confirm you are age sixteen or over.

4. Access, Account Security and Registration

4.1 When you use the Site you may be able to set up a profile where you can create threads/posts, contact other users using private messaging facility, perform searches and comment on other members' threads/posts, and, potentially, through the Portal have access to certain information, product ordering functionality, and dashboards applicable to your particular relationship with JCI. You are responsible for maintaining the confidentiality of your username and password and all activities conducted using your username and password. You will notify JCI immediately of any unauthorized use of your username or password. It is your responsibility to ensure that you have an appropriate web browser or any other technical requirements in place in order to access and make use of the Site.

4.2 In using this Site, you agree to:

- a) provide us with accurate, current and complete information about you and, if applicable, the company on whose behalf you are using the Site.
- b) maintain and promptly update any information you provide to us including registration information, where it may have changed, keeping it accurate, current and complete; and
- c) be fully responsible for all use of your account and for any actions that take place using your account.



4.3 Certain areas of the Portal may have additional terms and conditions governing their use. Your access to and use of those areas will signify your acceptance of those additional terms and conditions.

5. Ownership of Content that We Provide

5.1 Content provided by JCI on the Site is protected by copyright, trademark and other intellectual property rights, as applicable, and is owned by JCI or licensed to JCI by third parties; including information, text, designs, graphics, pictures, video, photographs, applications, software, audio and other files, and their selection and presentation ("Our Content").



5.2 You must not, without JCI's prior written consent, copy, publish, download, de-compile or modify Our Content or use any or part Our Content, unless otherwise agreed in writing by JCI.

5.3 You may download or print a copy of any part of Our Content to which you have properly gained access solely for your personal, non-commercial use, provided that you keep all copyright, trademarks, logos or other proprietary notices intact. JCI reserves the right to withdraw its consent at any time. Any rights not expressly granted by these Terms are reserved by JCI and/or its vendors and licensors.

5.4 All trademarks, service marks, icons, and logos used in this Site are the trademarks, service marks or logos of JCI or their respective owners.

6. Content You Post on the Site

6.1 You are responsible for all content (including information, text, pictures, photographs, messages, reviews, notes, videos software, your name or company name and other files or material) that you upload or post on the Site or communicate to other users through the Site. If you did not create content that you post or otherwise make available to the Site, it is your responsibility to ensure that you have the necessary consent from the owner of the content to use it on the Site. You are responsible at your own cost for creating backup copies and replacing any content that you upload or post on the Site or provide to us.

6.2 So that others may access and benefit from your content, JCI needs to ensure that it has your permission to make your content available. You therefore agree to give JCI (as providers of the Site), a non-exclusive, perpetual, transferable, irrevocable, royalty-free, worldwide license to **reproduce, transmit, display, disclose, create derivative works of, perform, and otherwise use and exploit** any content that you upload, post or otherwise make available on the Site for JCI's business purposes, including the improvement of its products and services.

6.3 You must not upload, post, or otherwise transmit any content (including but not limited to text, links, communications, software, images, sounds, data, or other information) that you do not own, do not have the right to post, or that includes any of the following inappropriate content:

- a) any personal information belonging either to the poster or another person, such as full name, address, phone number, personal email address, and JCI reference numbers;
- b) spam, such as advertisements for other web sites and services, or other commercial solicitation; chain letters, or pyramid schemes, polls or petitions;
- c) flooding the forum boards with excessive posting or padding posts;
- d) profanity; material that is libelous, fraudulent, unlawful, defamatory, pornographic, obscene, profane, racist, sexist, abusive, offensive, threatening, hateful, or otherwise objectionable;
- e) discussion of illegal activities or providing links to other websites containing such information;
- f) discussions that veer off topic, are unrelated to resolving the issue at hand, are repetitive or campaigning, that promote products or services from other providers, or abuse any company or product;
- g) repetitive or continuous complaints about JCI policy including allegations of abuse of privacy, use of third party suppliers or any other policy for any purpose;
- h) discussions of moderator actions on the boards. If you need to comment on a moderator action, please private message any administrator/moderator;

- i) posting or transmitting any information or software containing a virus, worm, Trojan horse, or other damaging or destructive component;

- j) posting a link directing users to any information or content that, if posted on the Site would constitute a violation of the JCI Acceptable Use Policy or these Terms of Use;
- k) "bombing" the Site or individual threads with repetitive or meaningless postings, postings unrelated to the purpose of the JCI Site; excessive cross-posting;
- l) attacks, including "Flaming" another user or entity in such a way as to incite or perpetuate an argument or conflict; creating usernames to attack other users' identities; impersonating other individuals or falsely representing one's identity or qualifications; posts made under secondary user names or other aliases for the purpose of either endorsing or denigrating others; posts that breach any participant's privacy by including name, address, phone, email address, or any other identifying information; or
- m) evading bans or suspensions or otherwise disregarding directions from moderators or administrators.

6.4 You agree to indemnify JCI against all claims and proceedings arising from infringement of any third party's intellectual property rights as a result of content that you have posted on or made available on the Site. JCI can withdraw your content at any time without cause or notice.

7. User Conduct

7.1 You agree not to use the Site (or any part of it) to:

- a) act in any way that is unlawful or defamatory, in contravention of any license, third party rights, or in contravention of any guidance that JCI may give to you, and you agree to comply with [JOHNSON CONTROLS INC.'s Acceptable Use Policy](http://www.Johnson Controls Inc.com/acceptable use) which can be found at www.Johnson Controls Inc.com/acceptable use and which may be amended by us from time to time;
- b) damage, disable, overload or affect the operation of the Site;
- c) collect email addresses or other contact information of other users from the Site by any means for the purposes of sending unsolicited emails or other unsolicited communications;
- d) solicit personal information, passwords or other personally identifying information for commercial or unlawful purposes;
- e) solicit participation in public discussion, debate, comment or activity outside this Site;
- f) register yourself for more than one account, or register on behalf of another individual or group without our written consent;
- g) provide false or misleading information about yourself or your business, or create a false identity; or
- h) use or attempt to use another's account, service or system without JCI's prior written authorization.

7.2 JCI takes any misuse of the Site very seriously. You agree to take all necessary steps to make sure that you do not misuse the Site. If JCI reasonably believes that you have misused the Site (or any part of it) in any way, then JCI may terminate your registration, remove your content, and/or suspend or terminate your access to the Site without notice. JCI will be under no obligation whatsoever to reinstate your registration.

7.3 You agree to indemnify JCI and any affected third party against all legal fees, damages and other expenses that we may reasonably incur as a result of your misuse of any part of the Site or your breach of these Terms.



7.4 If you believe that any content displayed or made available on the Site includes any of the above offenses, then please let JCI know through our contact page which is displayed on the Site.

7.5 JCI reserves the right, but not the obligation, to manage the postings on the JCI Community to provide an orderly presentation of this information. To effectively manage the site, JCI may designate employees or others to act as moderators and administrators for the site ("Moderators"). These Moderators are the only representatives of JCI authorized to manage the JCI Community. Moderators are distinguished by the rank of "Moderator" and/or an official JCI logo as an Avatar.

8. Security

8.1 You are responsible for the security and proper use of any user IDs, PIN numbers and passwords required for registration on the Site, and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorized people.

8.2 Although we provide security measures to prevent access by unauthorized users to the Site, we do not guarantee that such security measures are fault free. You acknowledge that the site could be accessed by unauthorized users should they be able to break through or bypass our security measures.

9. Liability

9.1 JCI does not guarantee that the Site will be fault or error free. Although JCI attempts to ensure the integrity and accurateness of the Site, it makes no guarantees whatsoever as to the correctness or accuracy of the Site. It is possible that the Site could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform JCI so that it can be corrected.

9.2 JCI makes no representations whatsoever about any other Web site that you may access through the Site. When you access a non-JCI site, please understand that it is independent from JCI, and that JCI has no control over the content on that Web site. In addition, a hyperlink to a non-JCI Web site does not mean that JCI endorses or accepts any responsibility for the content, or the use, of the linked site. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. If you decide to access any of the third party sites linked to this Site, you do this entirely at your own risk.

9.3 JCI AND ITS AFFILIATES, VENDORS, LICENSORS, AND OTHER THIRD PARTIES MENTIONED ON THE SITE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES AND PRODUCTS, CONTENT OR INFORMATION CONTAINED WITHIN THE SITE, AND/OR ANY HYPERLINKED WEB SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITE-RELATED SERVICES, AND/OR HYPERLINKED WEB SITES IS TO STOP USING THE SITE AND/OR THOSE



SERVICES. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

9.4 JCI disclaims all liability of any kind (including negligence) in respect of any third party product, application, services, content, or other material made available on, or which can be accessed using, the Site or the validity of the provider of such product, services, content or other materials.

9.4 Each part of this clause operates separately. If any part of a clause is held by a court of competent jurisdiction to be unreasonable or inapplicable, the rest of the clause shall continue to apply.

10. Disclaimer of Warranties and Representations

10.1 THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, IS PROVIDED “AS IS” AND “AS-AVAILABLE”, WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND TITLE/NONINFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, SITE-RELATED SERVICES, AND HYPERLINKED WEB SITES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY JCI OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

11. Suspension, Withdrawal and Termination

11.1 JCI reserves the right to suspend or withdraw the Site or any portion of it at any time, without cause and without notice.

11.2 JCI reserves the right to suspend or terminate any member’s registration and use of the Site.

12. Personal Data

In addition to our commitments under our [Privacy Policy](#), JCI collects information from visitors to the Site to help us to make improvements to the forums and to the services we make available. We may keep any data that you disclose to compile statistics on community forums usage. We know, for instance, how many visitors there are to the forums, when they visited, for how long and to which areas of the forums they went. This information is used for trend analysis purposes and we do not use this information to identify individuals visiting the Site. It is your responsibility to ensure that you have the necessary consents if you pass on a third party’s email address to JCI. You are not permitted to post any personal data to any portion of the Site. We are not responsible for the security of any personal data that you chose to post on the Site.

In respect of any personal information which you may upload, post or transfer to any third party on the Site, whether your own or that of any third party in contravention of clause 6.3 a) above, you agree that you are acting as the data controller and that JCI and any third party supplier to JCI are acting as data processors. You agree to indemnify JCI and any relevant third party supplier against all claims and proceedings arising as a result of personal data you have posted or made available on the Site.



You accept that by using this Site that the storage of personal data, including any information your post, will be carried out using facilities in the United States of America. The storage of Customer Data by JCI will be in accordance with the EEA Safe Harbor Principles.

YOU CONSENT TO THE TRANSMISSION OF CUSTOMER DATA AND TO THE STORAGE OF CUSTOMER DATA ON SERVERS LOCATED IN THE UNITED STATES.

13. Changes to the Site

JCI reserves the right to modify, edit, delete, suspend or discontinue, temporarily or permanently, without notice, the Site (or any part of it) and/or the information, content, videos, materials, products and/or services (or any part of them) available through the Site at any time.

14. Disputes

You are solely responsible for your interactions with other Site users. JCI reserves the right to (but has no obligation to) monitor disputes between you and other users.

15. Choice of Law; Venue as applicable.

These Terms and Conditions are entered into in the State of Wisconsin and shall be governed by and construed in accordance with the laws of the State of Wisconsin, exclusive of its choice of law rules. Any dispute, controversy or claim arising under, out of, in connection with or in relation to the Site or these Terms and Conditions will be resolved in the city of Milwaukee, Wisconsin. In the event that any of the Terms and Conditions are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain in full force and effect.

16. Entire Agreement.

These Terms, as may be amended from time-to-time by JCI, constitute the entire agreement between JCI and you pertaining to their subject matter. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages within this Site. In addition, you may have separate agreements with JCI governing your relationship with them.