

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION AND WAIVER OF JURY TRIAL. PLEASE READ IT CAREFULLY BEFORE AGREEING.

Website Terms & Conditions

Last Updated: December 19, 2019

Welcome to ConnectedYard as owned and operated by the Hayward company (hereinafter “**ConnectedYard**,” “**pHin**,” “**we**” or “**us**”) and our website at <https://www.phin.co> (including all content under the “phin.co” domain name, and referred to herein as the “**Website**”). Please read these Terms & Conditions (“**Terms**” or “**Agreement**”) carefully before using the Website. We provide this Website and the associated data, information, tools, software, updates and similar materials or services (altogether, the “**Services**”), subject to your agreement to and compliance with these Terms. The ConnectedYard automated pool and hot tub maintenance and monitoring solutions (e.g., the pHin Monitor), mobile applications and related services that we sell on the Website are referred to herein as the “**Products**.”

Your access to and use of the Website is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Website. By accessing or using the Website, you agree to be bound by these Terms. **If you do not agree and consent to these Terms, please do not use the Website and/or the Services.** If you are accepting this Agreement on behalf of a legal entity other than yourself as an individual, including a business or a government, you represent and warrant that you have full legal authority to bind such entity to this Agreement.

INCORPORATED TERMS

The following additional terms are incorporated into this Agreement as if fully set forth herein:

- Privacy Policy
- Copyright Policy
- Complaint Policy

1. IMPORTANT NOTICES

A. By using and/or visiting the Website, you represent that you have read, understand, and agree to this Agreement, including our privacy policy published at <https://www.phin.co/privacy> (“**Privacy Policy**”) and incorporated herein by reference. This Agreement and Privacy Policy are subject to the provisions of the European Union (“EU”) General Data Protection Regulation (“GDPR”) and other applicable privacy laws. ConnectedYard agrees that under the GDPR, ConnectedYard is a data “Controller” and you are a “Data Subject” with certain protected privacy rights concerning your “Personal Data”, and ConnectedYard will take commercially reasonable steps to maintain compliance with GDPR requirements.

B. We reserve the right to change, modify, add to, or otherwise alter this Agreement at any time, or to change or discontinue any aspect or feature of the Website, Services or Products without notice to you. Such changes, modifications, additions or deletions shall be effective immediately upon their posting on the Website. You agree to review this Agreement periodically to be aware of such revisions. Your use of the Website and/or Services after we post of such changes, modifications, additions or deletions constitutes your acceptance of such changes, modifications, additions or deletions. **Notwithstanding the foregoing, we will notify you via email regarding any changes in the Privacy Policy, if you have provided your email address to us.**

2. LICENSE

A. As long as you are in compliance with this Agreement (and all incorporated documents) and have paid any applicable Fees (as defined below), we hereby grant to you during the Term (as defined below) a limited,

revocable, non-assignable, non-transferrable, non-sublicensable, non-exclusive license to use the Website, and to access and receive the Services thereon that are intended for public display or access. Any rights not explicitly granted in this Agreement are strictly withheld and reserved by us.

B. You agree that (i) except in your normal use of the Website, you will not copy or distribute any part of the Website or Services in any medium without our prior written authorization; (ii) you will not alter or modify any part of the Website or Services other than as is necessary to use the Website or Services for their intended purposes; and (iii) you will otherwise comply with this Agreement.

3. RESTRICTIONS

A. You agree that you will not violate any applicable law or regulation in connection with your use of the Website or Services.

B. You agree that you will not distribute, upload, make available or otherwise publish through the Website or Services any suggestions, information, ideas, comments, causes, promotions, documents, questions, notes, plans, drawings, proposals, or similar materials ("Submissions") or graphics, text, information, links, profiles, personal information, name, likeness, audio, photos, software, music, sounds, video, comments, messages or tags, or similar materials ("Content") that:

- are unlawful or encourage another to engage in anything unlawful;
- contain a virus or any other similar programs or software that may damage the operation of our or another's computer;
- violate the rights of any party or infringe upon any patent, trademark, trade secret, copyright, right of privacy or publicity or other intellectual property right of any party;
- are false, inaccurate, fraudulent or misleading; or
- are libelous, defamatory, obscene, inappropriate, invasive of privacy or publicity rights, abusing, harassing, threatening or bullying.

C. You further agree that you will not do any of the following:

- modify, adapt, translate, copy, reverse engineer, decompile or disassemble any portion of the Website or Services;
- interfere with or disrupt the operation of the Website or Services, including restricting or inhibiting any other person from using the Website or Services by means of hacking or defacing;
- transmit to or make available in connection with the Website or Services any denial of service attack, virus, worm, Trojan horse or other harmful code or activity;
- attempt to probe, scan or test the vulnerability of a system or network of the Website or Services or to breach security or authentication measures without proper authorization;
- take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
- harvest or collect the email address or other contact information of other users of the Website or Services;
- scrape or collect content from the Website or Services via automated or large group means;
- submit, post or make available false, incomplete or misleading information to the Website or Services, or otherwise provide such information to us;
- register for more than one user account; or,
- impersonate any other person or business.

D. In addition, although we reserve the right to review, remove or edit any Submissions or Content, we may not routinely screen, monitor, or review Submissions and Content on the Website or Services, including representation made by users of the Website and Service. YOU AGREE THAT WE SHALL NOT BE RESPONSIBLE FOR ANY SUCH INFORMATION. YOUR RELIANCE ON ANY SUCH INFORMATION IS AT YOUR OWN RISK.

E. You agree that you are not licensed to access any portion of the Website or Services that is not public or made accessible for registered users, and you may not attempt to override any security measures in place on the Website or Services.

F. Notwithstanding the foregoing rules of conduct, our unlimited right to terminate your access to the Website or Service shall not be limited to violations of this Restrictions section.

4. ELIGIBILITY

A. Some parts or all of the Website or Services may not be available to the general public, and we may impose eligibility rules from time to time. We reserve the right to amend these eligibility requirements at any time. You are not eligible to use the Website or Services if doing so would violate any U.S. law or regulation, including but not limited to export controls or restrictions.

B. You must be over the age of 18 to register an account on the Website or use the Services. By registering an account or by using the Services, you represent that you meet this minimum age requirement. In any case, you affirm that you are over the age of 13, as the Website and the Services are not intended for use by children under 13. If you are under 13 years of age, then please do not use the Website without the consent of your parent or guardian. Pursuant to 47 U.S.C. Section 230(d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. More information on the availability of such software can be found through publicly available sources. You may wish to contact your Internet service provider for more information.

5. FEES, TRANSACTIONS AND PAYMENTS

A. As more fully described on the Website, access to certain features of the Website or Services may require your payment of fees ("Fees").

B. If you wish to purchase Products through the Website (each a "Transaction"), you may be asked to supply certain information relevant to your Transaction, including without limitation your credit card number, your credit card verification or other security code, the expiration date of your credit card, and your physical address. We will treat any such information provided through the Website in accordance with this Agreement and the Privacy Policy. Verification of information may be required prior to the acknowledgment or completion of any Transaction. You represent and warrant that you have the legal right to use any credit card(s) or other payment means used for purposes of any Transaction. Note that Product purchases are also subject to our separate **Terms of Sale** document that governs your purchase and use of the Products.

C. You may be required to register your personal and/or financial information with us in order to use certain areas of the Website or the Services, for example, to access/provide Content or to initiate Transactions. In doing so, you agree that you will provide accurate and complete information. We may refuse to process your information or requested Transactions if we believe that you may be: i) impersonating another person; ii) violating the intellectual property or other rights of any entity; iii) posting content that is offensive; or iv) providing information that we otherwise reject for any or no reason in our sole discretion.

D. We may use a third-party payment processor (the "Payment Processor") to charge Fees to you through your registered account for use of the Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to this Agreement. We are not responsible for errors made by the Payment Processor. You agree to pay us, through the Payment Processor, all charges for purchases made by you, and you authorize us, through the Payment Processor, to charge your chosen payment provider (e.g., credit card) (your "Payment Method").

E. We will automatically charge your Payment Method when payments are due, as more fully identified on the Website. If you purchase a subscription for Product services, such purchase may result in recurring charges to your Payment Method, and you agree that we may charge such amounts until such a time as your subscription expires, is terminated or you cancel the subscription, depending on the subscription type.

F. WE MAY SUBMIT PERIODIC CHARGES WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE REASONABLY COULD ACT.

G. Your account will be considered delinquent if payment in full is not successful when a charge is initiated. Unless specified in an invoice, amounts due are exclusive of all applicable taxes, levies, or duties, and you will be responsible for payment of all such amounts. If you believe that any specific charge under this Agreement is incorrect, in order to obtain a credit, you must contact us in writing within thirty (30) days after the payment due date, and set forth the nature and amount of the requested correction; otherwise charges are final.

H. In addition to other applicable remedies, we reserve the right to suspend and/or terminate your access to the Services or to Product subscription services, and/or terminate this Agreement if your Payment Method is declined or fails, and your account therefore is delinquent. Charges to delinquent accounts are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection, including reasonable attorneys' fees and court costs.

I. If you wish to cancel our Services or Product subscription, you may do so at any time by contacting our customer care department at support@ConnectedYard.com with the phrase "Subscription Change or Cancellation" in the subject line. Any charges incurred prior to cancellation are non-refundable. To the extent applicable, if you upgrade your subscription, you will be charged the difference in your current subscription and the upgraded subscription at that time, and you will be charged the price for the upgraded subscription on an ongoing basis until cancellation. To the extent applicable, if you downgrade your subscription, you will be charged the reduced price at the beginning of the next subscription term.

6. CREDENTIALS SECURITY

A. You understand and agree that in order to use certain functions of the Website or Services, you may be asked by us to provide certain credentials or other login information ("Credentials"). You are under no obligation to provide Credentials to us; however, if you do, you represent and warrant that you are authorized to provide these Credentials to us for use in connection with the Services, and that the Credentials are and will be true and accurate throughout the Term of this Agreement. By providing your Credentials, you agree that we may store and use the Credentials in accordance with our Privacy Policy.

B. If you are registered with a user account on the Website, you agree to keep your user name and password and/or any other Credentials needed to login to the Website or Services confidential and secure. You are responsible for controlling the access to and use of your account. You understand and agree that we may assume that instructions from an individual associated with your account are authoritative and should be acted upon by us. We are not responsible for any unauthorized access to your account or profile, and any ramifications of such access, and we are not required to take action to disable any account. You agree that you will not bring any action against us arising out of or related to any claimed unauthorized access using your account Credentials.

C. Notwithstanding the foregoing, if we believe that there has been an unauthorized access to your account, we may take reasonable efforts with reasonable speed, to disable or lock your account, or otherwise address your situation. In the event that you would like to report a breach, please contact support@ConnectedYard.com with the phrase "Account Breach Notice" in the subject line.

7. CONTENT SUBMITTED OR MADE AVAILABLE TO US

A. You are under no obligation to submit anything to us, and unless otherwise noted, we will not claim ownership of your Content or Submissions. In order for us to provide the Services to you and for promotion of our Services, however, we require your permission to process, display, reproduce and otherwise use Content or Submissions you make available to us. Therefore, if you choose to submit any Content or Submissions (including your name, likeness and other personal information) to the Website or Services, or otherwise make any Content or Submissions available through the Services, you hereby grant to us a perpetual, irrevocable, transferrable, sub-licensable, non-exclusive, worldwide, royalty-free license to reproduce, use, modify, display, perform,

distribute, translate and create derivative works from any such Content or Submissions, including without limitation distributing part or all of the Content or Submissions in any media format through any media channels.

B. Notwithstanding the foregoing grant, as further identified in the Privacy Policy, information that you upload or make available for the purpose of using the Services (such as information about customers, their addresses, financial information, and similar related data) will only be used by us for the purpose of providing the Website and Services to you.

C. By submitting any Content or Submissions to us you hereby agree, warrant and represent that: (a) the Content and Submissions do not contain proprietary or confidential information, and the provision of the Content and Submissions is not a violation of any third-party's rights; (b) all such Submissions and Content are accurate and true, (c) we are not under any confidentiality obligation relating to the Content or Submissions; (d) we shall be entitled to use or disclose the Content or Submissions in any way; and (e) you are not entitled to compensation or attribution from us in exchange for the Submissions or Content.

D. You acknowledge that we are under no obligation to maintain any information, materials, Content or Submissions that you submit, post or make available to or on the Website or Services. We reserve the right to withhold, remove and or discard any such materials at any time.

8. CONTENT SHARED THROUGH THE SERVICES

You understand that by sharing information on the Website or Services, and requesting information to be sent through the Services, you may be revealing information about yourself and/or your business that you may include and that may be generated by the Services. You understand and acknowledge that you are fully aware and responsible for the impact of sharing such materials, and you agree that we shall not be held responsible, and we shall be released and held harmless by you from any liability or damages arising out of such conduct.

9. LINKS TO THIRD PARTY WEBSITES

For your convenience, the Website contains links to the websites of third parties on which you may be able to obtain information or use services. For example, we provide links to social media sites (e.g., Facebook, Instagram, Twitter, Pinterest, etc.). Except as otherwise noted, such third party websites, and such information and services are provided by organizations that are independent from us. We do not make any representations or warranties concerning such websites. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, we cannot and do not censor or edit the content of any third-party site. Therefore, we make no representation as to the accuracy or any other aspect of the information contained in or on such websites, sources or servers. Your linking to or from any off-site pages or other websites is at your own risk. By using our Website, you expressly relieve us from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Website and to read the terms and privacy policy of each other website that you visit.

10. OUR INTELLECTUAL PROPERTY

A. Our graphics, logos, names, designs, page headers, button icons, scripts, and service names are our trademarks, trade names and/or trade dress. The "look" and "feel" of the Website, Services and Products (including color combinations, button shapes, layout, design and all other graphical elements) are protected by U.S. copyright and trademark law. All Product names, names of Services, trademarks and service marks ("Marks") are our property or the property of their respective owners, as indicated. You may not use the Marks or copyrights for any purpose whatsoever other than as permitted by this Agreement.

B. You acknowledge that i) the software used to provide the Services or contained within the Products, all enhancements, updates, upgrades, corrections and modifications to the software (the "Software"), ii) all copyrights, patents, trade secrets, or trademarks or other intellectual property rights protecting or pertaining to any aspect of the Software (or any enhancements, corrections or modifications), and iii) any and all related documentation, are and shall remain the sole and exclusive property of us and/or our licensors, as the case may

be. This Agreement does not convey title or ownership to you, but instead gives you only the limited use rights set forth herein.

C. To the extent that you gain access to or receive any copies of such Software, you agree that you will delete such copies of the Software upon any termination of this Agreement, termination of your use of the Services or Products, or at our request.

11. TERM AND TERMINATION

A. The "Term" of this Agreement will continue until the Agreement is terminated as provided herein. We reserve the right to terminate this Agreement and/or deny all or some portion of the Website or Services to any user, in our sole discretion, at any time.

B. You may terminate this Agreement at any time by ceasing use of the Website or Services, and by closing your account. Your representations, warranties and indemnification obligations shall survive any termination of this Agreement.

C. All rights that you grant to us herein related to Submissions shall survive any termination of this Agreement. Further, your representations, warranties and indemnification obligations herein shall survive any termination of this Agreement.

12. DISCLAIMERS AND LIMITATION ON LIABILITY

A. We do not represent or warrant that access to the Services will be error-free or uninterrupted, and we do not guarantee that users will be able to access or use the Services, or their features, at all times. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services, or any part thereof, with or without notice.

B. The Services may be used to perform data analysis and other analytics, however, we do not guarantee the results of any such use.

C. Certain data displayed by the Services relies on the receipt of underlying data from third-party sources. Such data sources may not be real time or accurate, which may result in delays or inaccuracies in the displayed information.

D. The Website or Services may contain typographical errors or inaccuracies, and may not be complete or current. We reserve the right to correct any such errors, inaccuracies or omissions and to change or update information at any time without prior notice.

E. Although we have the right to review, edit, remove or modify information from or on the Website or Services, we may not screen this material or control the sources of this information, and we do not guarantee the accuracy, suitability, completeness, currency, quality, adequacy or applicability of any such information.

F. BY USING THE WEBSITE AND/OR SERVICES YOU AGREE AND ACKNOWLEDGE THAT WE PROVIDE THE WEBSITE AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE AND OUR PARENTS, SUBSIDIARIES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES AND SUPPLIERS, SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, ACCURACY, SUITABILITY, APPLICABILITY, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER WARRANTIES OF ANY KIND. NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY.

G. USE OF THE WEBSITE AND/OR SERVICES IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE WEBSITE AND/OR SERVICES AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF INACCURACIES, MISREPRESENTATIONS BY USERS, VIRUSES OR OTHER HARMFUL COMPONENTS.

H. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT AS OTHERWISE PROHIBITED BY LAW, IN NO EVENT SHALL WE OR OUR AFFILIATES, LICENSORS OR BUSINESS PARTNERS (COLLECTIVELY, THE "RELATED PARTIES") BE LIABLE TO YOU BASED ON OR RELATED TO THE SERVICES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE WEBSITE AND/OR SERVICES, EVEN IF WE AND/OR RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

I. Notwithstanding the foregoing, in the event that a court shall find that any of the above disclaimers are not enforceable, then you agree that neither we nor any of our subsidiaries, affiliated companies, employees, members, shareholders, or directors shall be liable for (1) any damages in excess of \$100.00, or (2) any indirect, incidental, punitive, special, exemplary or consequential damages or loss of use, lost revenue, lost profits or data to you or any third party from your use of the Website or Services. This limitation shall apply regardless of the basis of your claim or whether or not the limited remedies provided herein fail of their essential purpose.

J. SOME STATES MAY NOT PERMIT CERTAIN DISCLAIMERS AND LIMITATIONS, AND ANY SUCH DISCLAIMERS OR LIMITATIONS ARE VOID WHERE PROHIBITED.

13. INDEMNIFICATION

You agree to defend, indemnify and hold harmless ConnectedYard, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney's fees) arising from: (i) your use of and access to the Website or Services; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; (iv) any claim that any of your Content or Submissions caused damage to a third party; or (v) any conduct, activity or action that is unlawful or illegal under any state, federal or common law, or is violative of the rights of any individual or entity, engaged in, caused by, or facilitated in any way through the use of the Website or Services. This defense and indemnification obligation will survive this Agreement and your use of the Website and/or Services.

14. DISPUTES, GOVERNING LAW AND JURISDICTION

A. You agree that any claim or dispute arising out of or relating in any way to your use of the Website, Services or any service provided by us, will be resolved solely and exclusively by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this Agreement. The laws of the State of New Jersey shall govern this Agreement, and shall be used in any arbitration proceeding. YOU UNDERSTAND AND AGREE TO SUBMIT TO ARBITRATION PROCEEDINGS TO SETTLE ANY DISPUTES HEREUNDER, THAT SUCH ARBITRATION WILL BE IN LIEU OF LITIGATION, AND EACH PARTY HEREBY WAIVES THE RIGHT TO SUE IN COURT IN FAVOR OF THE ARBITRATION PROCEEDING EXCEPT AS PERMITTED UNDER THIS AGREEMENT.

B. There is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator, however, may award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would.

C. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to the following address: ConnectedYard, 1841 Zanker Drive, Suite 10, San Jose, CA 95112.

D. Arbitration under this Agreement will be conducted by the American Arbitration Association ("AAA") under its rules then in effect. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.

E. You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, we both agree that we have each waived any right to a jury trial.

F. Notwithstanding the foregoing, you agree that we may bring suit in court to enjoin infringement or other misuse of intellectual property or other proprietary rights.

G. To the extent arbitration does not apply, you agree that any dispute arising out of or relating to the Website, Services or us, may only be brought by you in a state or federal court located in New Jersey. YOU HEREBY WAIVE ANY OBJECTION TO THIS VENUE AS INCONVENIENT OR INAPPROPRIATE, AND AGREE TO EXCLUSIVE JURISDICTION AND VENUE IN NEW JERSEY.

15. GENERAL

A. Severability. If any provision of this Agreement is found for any reason to be unlawful, void or unenforceable, then that provision will be given its maximum enforceable effect, or shall be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision.

B. Revisions. This Agreement may only be revised in a writing signed by us or posted by us to the Website or Services. In the event that we update this Agreement and you are made aware of the update, your continued use of the Website or Services after the update shall constitute your assent to the updated Agreement.

C. No Partnership. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement or your use of the Website or Services.

D. Assignment. We may assign our rights under this Agreement, in whole or in part, to any person or entity at any time with or without your consent. You may not assign this Agreement without our prior written consent. Any unauthorized assignment shall be null and void.

E. No Waiver. Our failure to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

F. Notices. All notices given by you or required under this Agreement shall be in writing and addressed to: ConnectedYard 1841 Zanker Drive, Suite 10, San Jose, CA 95112.

G. Equitable Remedies. You hereby agree that we would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of irreparable harm or other damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as we may otherwise have available to us under applicable laws.

H. Entire Terms. This Agreement, including the documents expressly incorporated by reference, constitutes the entire Terms between you and us with respect to the Website or Services, and supersedes all prior or contemporaneous communications, whether electronic, oral or written.

COPYRIGHT POLICY

If you believe in good faith that any materials posted on the Website or accessed via the Services (the “Materials”) infringe any copyright in any work of yours, you agree to contact our “DMCA Copyright Agent” as identified below, hereby designated under the Digital Millennium Copyright Act (“DMCA”) (17 U.S.C. §512(c)(3)), with correspondence containing the following:

- A physical or electronic signature of the owner, or a person authorized to act on behalf of the owner, of the copyright that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed;
- Identification, with information reasonably sufficient to allow its location of the material that is claimed to be infringing;
- Information reasonably sufficient to permit us to contact you;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and,
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You agree that if you fail to comply with all of the requirements of this policy, your DMCA notice may not be valid. For any questions regarding this procedure, or to submit a complaint, please contact our designated DMCA Copyright Agent:

Copyright Agent
ConnectedYard, Inc.
1841 Zanker Drive, Suite 10, San Jose, CA 95112
Attn: Mr. Justin Miller

COMPLAINT POLICY FOR INFRINGEMENT OF OTHER RIGHTS

If you believe in good faith that any Materials (as defined above) posted on the Website or accessed via the Services infringe any of your rights (including any trademark or privacy rights, but not including rights in copyright as addressed in the Copyright Policy, above), or are otherwise unlawful, you agree to send a notice to support@phin.co, containing the following information:

- Your name, physical address, e-mail address and phone number;
- A description of the Materials posted on the Website that you believe violate your rights or are otherwise unlawful, and which parts of said Materials you believe should be remedied or removed;
- Identification of the location of the Material on the Website;
- If you believe that the Materials violate your rights, a statement as to the basis of the rights that you claim are violated;
- If you believe that the Materials are unlawful or violate the rights of others, a statement as to the basis of this belief;
- A statement under penalty of perjury that you have a good faith belief that use of the Materials in the manner complained of is not authorized and that the information you are providing is accurate to the best of your knowledge and in good faith; and,
- Your physical or electronic signature.

If we receive a message from you that complies with all of the above requirements, we will evaluate the submission, and if appropriate, in our sole discretion, we will take action. We may disclose your submission to any entity that posted the claimed violative Materials, or any other entity as we deem appropriate.

Copyright ©Hayward. All rights reserved. The Website is the property of Hayward, and is protected by United States and international copyright, trademark, and other applicable laws. This includes the content, appearance, and design of the Website, as well as the trademarks, product names, graphics, logos, service names, slogans, colors, and designs.