

# Terms of Use

## myCrestron Residential Monitoring Service

Version 3.1

Last updated: 16 February 2022

### 1. Scope

**1.1** The myCrestron Residential Monitoring Service (the “**Service**”) enables you, as an authorized Crestron Dealer or Crestron Service Provider (“**You**”), to monitor and manage certain fielded Crestron residential systems of your end-user customers that are controlled by the Crestron Pyng Hub, Crestron 3-Series, or Crestron 4-Series control processors that are running the Crestron Pyng or Crestron Home operating systems (“**Monitored Residential System**”).

**1.2** Each Monitored Residential System can be enabled to transmit data (“**Customer Data**”) via the Internet from the Monitored Residential System. This Customer Data may include, but may not be limited to: (a) Connected Device Information for the control processor and all devices connected to the control processor including IP/network address, MAC address, device name/model/serial number, and software/firmware version; (b) Approximate Geographic Location; (c) System Status Information including online status, reboot data, and software diagnostic events; (d) Device-Level Events Log including keystrokes, commands received, detected environmental conditions, and data being transmitted and received by Crestron devices on their associated local area networks; and (e) Configuration Data including connected devices, room names, device names, scene settings, and associations between buttons and device functions, in source code format;

**1.3** This Customer Data can be displayed on an online dashboard to provide both You and Crestron a comprehensive status update of the Monitored Residential System at a single glance and will allow You and Crestron to identify and resolve technical issues (“**Purpose**”).

**1.4** The Service includes a robust suite of analytics tools (i.e., SMS text alerts, email alerts, and customizable widgets to visualize data in various ways) that provide insight into how the Monitored Residential Systems are performing and being used, which should enable users of the Service to spot potential issues before problems arise and allow You to suggest potential upgrades to Monitored Residential Systems.

### 2. Acceptance of Terms

**2.1** The Service is offered subject to acceptance of all terms and conditions contained in these Terms of Use. These Terms of Use apply to every user of the Service.

**2.2** The Service is available to business entities which are party to a separate written agreement with Crestron (“**Underlying Agreement**”). The Underlying Agreement may be but is not limited to: (a) Crestron Dealer Agreement, (b) Crestron Service Provider Agreement, (c) Crestron Authorized Independent Programmer Agreement, or (d) Authorized Partner Agreement.



**2.3** For purposes of these Terms of Use, “**Customer**” means an individual or entity for which You agree to perform services for, or sell products to, as contemplated by the Underlying Agreement.

**2.4** By registering for, accessing information collected by or otherwise using the Service, you represent that you are authorized by Crestron under a separate written agreement to access and use the Service and that You further agree to be bound by these Terms of Use for the Service (“**Terms of Use**”), which is a legal contract between You and Crestron Electronics, Inc. (“**Crestron**”). If You do not agree to these Terms of Use, do not register for, access information collected by, or use the Service.

### **3. Ownership**

**3.1** The Service may be protected by United States Patent, Trademark, and Copyright Laws and International Treaty provisions. Except for the rights expressly granted above, these Terms of Use transfers to You no right, title, or interest in the Service, or any copyright, patent, trademark, trade secret, or other intellectual property or proprietary right in the Service. Crestron retains sole and exclusive ownership of the Service and all copies thereof and You hereby assign to Crestron all right, title, and interest in and to any modifications You make to the Service, regardless of whether such modifications are permitted.

### **4. License**

**4.1** Subject to the terms of these Terms of Use, and provided that the Service is used only for the Purpose intended as described above, which You acknowledge is a legitimate business purpose agreed to by You and Customer, and that You, as an authorized user, shall not use the Service for any other purpose; Crestron hereby grants You, during the term of the Underlying Agreement, a non-exclusive, non-sublicensable, non-transferable, and limited license to use the Service. Termination of the Underlying Agreement will automatically terminate your license to use the Service.

**4.2** Use of the Service includes but is not limited to creating an account on the Service, logging into the Service with Your account, enrolling one or more of your Customers in the Service on their behalf, accessing any of the Customer Data or other information stored or collected by the Service, or using the Service in any way.

### **5. Rules and Conduct**

**5.1** You shall not access or in any way utilize the Customer Data or other information collected or stored by the Service for any purpose other than intended Purpose. You shall use the Service only as permitted by law, including any and/or all laws, rules, directives and regulations, on any local, provincial, state, federal or national level, pertaining to data privacy, data security and/or the protection of Personal Data including, but not limited to: (a) the European Directive 95/46/EC, as amended, the General Data Protection Regulation (GDPR) and each European Union Member States’ national implementation thereof; (b) the Australian Privacy Act 1988 (Cth), the Australian Privacy Amendment (Enhancing Privacy Protection Act) (2012); (c) the Canadian Personal Information Protection and Electronic Documents Act, SC 2000, c 5 (PIPEDA); (d) the Personal Data Protection Act 2012 of Singapore (PDPA); (e) additional privacy and data protection laws applicable to Customers’ location; (f) the California Consumer Privacy Act; and (g) any successor legislation or regulations applicable thereto.

**5.2** You are required to obtain informed consent from your end-user customer, as described below, for both your use of the Customer Data as well as Crestron’s separate use of such data. You shall use industry



best practices regarding to data security whenever you collect, transmit, process, and store the Customer Data.

**5.3** You are required to register with Crestron to use the Service and You agree to provide and maintain accurate and complete registration information. You are solely responsible for the activity that occurs on your account as well as maintaining the confidentiality of your login credentials to the Service. You are responsible for administering network and account access to the Service for all persons that You have allowed to access the Service. This includes You monitoring all account access and permissions and the removal of access for your terminated employees. You will immediately notify Crestron of any unauthorized use of your account related to the Service.

**5.4** You shall not, and not cause Customer to: (a) take any action that imposes or may impose (as determined by Crestron in its sole discretion) an unreasonable or disproportionately large burden on the Service's infrastructure; (b) attempt to access the Service using any method other than the interface and instructions that Crestron provides; (c) circumvent any measure Crestron may use to prevent or restrict access to the Service; or (d) interfere or attempt to interfere in any way with the proper working of the Service.

**5.5** You, either through your own actions or by directing or permitting a third party to act, shall not: (a) attempt to discover any source code, underlying ideas or algorithms used by Crestron to develop the Service through reverse engineering, de-compilation, or disassembly of the Service, or any portion thereof; (b) modify, translate, or otherwise create derivative works of any part of the Service; or (c) copy, rent, lease, distribute, or otherwise transfer any of the rights that You receive hereunder.

## **6. Privacy Obligations**

**6.1** By using this Service, You agree that prior to enrolling a particular end-user customer's Monitored Residential System in the Service, that You must notify that customer of the Customer Data collected by the Service and both your intended use of that data as well as Crestron's separate use of such data, namely the Purpose described above.

**6.2** You agree to: (a) notify Customer that both You and Crestron will collect, transmit, store, access, and process the Customer Data, as detailed in the Crestron Privacy Statement Regarding Internet Data Collection, available at <http://www.crestron.com/legal/crestron-privacy-statement-regarding-internet-data-collection>; (b) provide Customer with the Crestron Privacy Statement Regarding Internet Data Collection; and (c) notify Customer that Crestron devices transmit Customer Data to cloud-based storage having servers located in the United States and other countries.

**6.3** Subsequent to providing these notifications to the Customer, You agree to obtain unambiguous consent from the end-user customer to: (a) enroll that end-user customer's Monitored Residential System in the Service; (b) collect the Customer Data by the Service on that end-user customer's behalf; (c) transmit the Customer Data to Crestron; (d) transmit the Customer Data to You; (e) allow Crestron to access and/or process the Customer Data as detailed in the Crestron Privacy Statement Regarding Internet Data Collection; and (f) allow You to access and/or process the Customer Data as detailed in the Crestron Privacy Statement Regarding Internet Data Collection.

**6.4** Prior to enrolling a Monitored Residential System in the Service, You must advise the associated Customer of their right, at any time, to terminate the Service and revoke your right and/or Crestron's right to access or use their Customer Data. You agree to notify the Customer of their option to opt-out of having their Monitored Residential System enrolled in the Service and to opt-out of having their Customer

Data accessed and/or processed by providing them with specific instructions on how to do so, including but not limited to contacting Crestron directly.

**6.5** You shall not access or in any way use the Customer Data through the Service, unless You have obtained that Customer's prior consent to do so. You shall only access and use the Customer Data in your normal course of business and solely for the Purpose defined above.

## **7. Processing and Security**

**7.1** In processing Customer Data, You shall: (a) process the Customer Data only in accordance with Customer's written instructions from time to time (in accordance with the Purpose set out in these Terms of Use) unless it is otherwise required by applicable law (in which case, unless such law prohibits such notification on important grounds of public interest, You shall notify Crestron of the relevant legal requirement before processing the Customer Data); (b) not process the Customer Data for any purpose other than those set out in these Terms of Use or otherwise expressly authorized by the Customer.

**7.2** You shall respond within twenty four (24) hours to a request from a Customer under a data protection law regarding their Customer Data ("**Data Subject Request**") by (a) disclaiming the associated device; (b) discontinuing your monitoring of their residence; and (c) deleting the associated Customer Data that You have downloaded from the Service or obtained from other sources. You shall notify Crestron of any such Data Subject Request and provide Crestron with your full cooperation and assistance in relation to any Data Subject Request received by Crestron in respect of Customer Data.

**7.3** You shall protect the Customer Data by ensuring that only persons authorized by You process Customer Data and that such persons are subject to binding obligations to maintain the confidentiality of the Customer Data. You shall, without undue delay (and in any event within twenty-four (24) hours) after discovering any failure or defect in security which leads, or might reasonably be expected to lead, to a disclosure of Customer Data to unauthorized persons and notify Crestron of the same.

## **8. Term and Termination**

**8.1** This license to use the Service may continue for as long as Crestron offers the Service in the form present on the date You accepted these Terms of Use. Subsequent updates or revisions to the Service or the terms at which Crestron offers the Service may require You to agree to subsequent terms and conditions in order to continue using the Service. Crestron may modify, suspend or discontinue the Service, features of the Service or the terms and conditions at which it offers the Service at any time and for any reason.

**8.2** Termination of the Underlying Agreement will automatically terminate your license to use the Service, as described above.

**8.3** Crestron may terminate your access to the Service at any time for a breach of these Terms of Use or the Underlying Agreement. In addition, Crestron may terminate your access to the Service or features of the Service at any time for any reason or for no reason.

## **9. Warranty Disclaimer**



**9.1** Crestron specifically disclaims any and all representations and warranties, either express or implied, including those of merchantability, merchantable quality, non-infringement of third-party rights, and fitness for a particular purpose.

**9.2** Except as otherwise expressly provided herein, the Service is provided on an “as is” basis, without warranty of any kind. More specifically, Crestron disclaims any warranties that the Service will meet your requirements or that the operation of the Service, including any associated software, will be uninterrupted or error free.

**9.3** If the disclaimer of warranty provided herein cannot be given local legal effect according to their terms, a reviewing court shall apply local law that most closely approximates an absolute waiver of all civil liability in connection with the Service.

## **10. No Obligation to Provide Support Services**

You acknowledge that these Terms of Use do not entitle You or Customer to any support, maintenance or upgrade from Crestron and Crestron is under no obligation to provide You or Customer with such support, maintenance or upgrade.

## **11. Indemnification**

You agree to defend, indemnify, and hold harmless Crestron and each of its employees, contractors, directors, suppliers and representatives from all liabilities, claims and expenses, including reasonable attorneys’ fees and other legal costs, that arise from or relate to your use or misuse of, or access to, the Service or otherwise from your violation of the Terms of Use. Crestron reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will assist and cooperate with Crestron in asserting any available defenses.

## **12. Limitation of Liability**

**12.1** In no event will Crestron be liable to You for any loss of use, interruption of business, or any direct, indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), strict product liability or otherwise, even if Crestron has been advised of the possibility of such damages.

**12.2** If the limitation of liability provided herein cannot be given local legal effect according to their terms, a reviewing court shall apply local law that most closely approximates an absolute waiver of all civil liability in connection with the Service.

## **13. Integration and Severability**

**13.1** These Terms of Use supplement the Underlying Agreement between You and Crestron and add additional terms and conditions that are applicable to your use of the Service. All prior or contemporaneous representations, understandings or agreements, whether oral or written, that are not expressly set forth within these Terms of Use are hereby deemed waived, superseded, and abandoned.

**13.2** The invalidity or unenforceability of any provision of these Terms of Use shall not affect any other provision of these Terms of Use, and the remaining provisions shall continue with the same effect as if such unenforceable or invalid provision had not been included in these Terms of Use.

## **14. Miscellaneous**

**14.1** The insertion of headings and the division of these Terms of Use into sections and articles are for convenience only and shall not affect the interpretation thereof.

**14.2** These Terms of Use are for the benefit of, and will be enforceable by, You and Crestron. These Terms of Use are not intended to confer any right or benefit on any third party. No action may be commenced or prosecuted against You or Crestron by any third party (including without limitation, affiliates) claiming as a third-party beneficiary of these Terms of Use or the licenses granted herein.

**14.3** All rights not expressly granted in these Terms of Use are reserved by Crestron. No additional rights whatsoever (including, without limitation, any implied licenses) are granted by implication, estoppels, or otherwise.

## **15. Governing Law and Dispute Resolution**

All disputes arising out of or in connection with these Terms of Use shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. These Terms of Use shall be governed and construed in accordance with the laws applicable to the Underlying Agreement, without regard to conflicts of laws principles. The arbitration proceeding shall be conducted in New York City, New York. The language to be used in the arbitration proceeding shall be English. For the avoidance of doubt, nothing in this Section (Governing Law and Dispute Resolution) shall prevent either party from seeking injunctive relief from a court of appropriate jurisdiction.

## **16. Contact Crestron**

If You have any questions or concerns regarding a Crestron product or these Terms of Use, or wish to opt-out of data collection for a particular Customer or delete Customer Data, please contact Crestron at any of the following.

Via e-mail: [support@crestron.com](mailto:support@crestron.com)

Via post:

**The Americas:**

Crestron Electronics, Inc.  
15 Volvo Dr.  
Rockleigh, NJ 07647 USA



**EMEA:**

Crestron Europe BV  
Oude Keerbergsebaan 2,  
2820 Rijmenam, Belgium  
VAT No. BE0699.717.121

**Australia and New Zealand:**

Crestron ANZ Pty. Ltd.  
Level 5, 15 Help Street,  
Chatswood NSW 2067, Australia

**Asia:**

Crestron Singapore Pte. Ltd.  
30 Cecil Street  
#21-05, Prudential Tower  
Singapore 049712

Via phone:

Please visit [www.crestron.com](http://www.crestron.com) to find the phone number for Crestron support in your region.

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