

# Terms of Use for Crestron Mobile Apps

Last updated: 16 February 2022

## 1. Overview

**1.1** Crestron Electronics, Inc. (“**Crestron**”) makes available a number of Crestron Mobile Apps, which may be either (a) preloaded on devices distributed by or on behalf of Crestron (a “**Device**”), or (b) downloaded and installed from third-party application distribution channels, such as the Apple® iTunes® App Store®, Google Play™ Store, and the Microsoft® Windows® Phone Store (each a “**Third-Party Application Storefront**”).

**1.2** This Terms of Use Agreement (the “**Agreement**”) governs your access to and use of Crestron Mobile Apps, including but not limited to: (a) AirMedia®; (b) Crestron App, (c) Crestron Beacon Setup Pro, (d) Crestron Home™, (e) Crestron Home™ Beacon Setup, (f) Crestron Home™ Setup, (g) Crestron Mobile®, (h) Crestron Mobile Pro®, (i) Crestron PinPoint™, (j) Crestron Pyng®, (k) Crestron Shading Solutions, (l) Mobile G®, and (m) Mobile Pro G®.

**1.3** By agreeing to the terms of the Agreement, you also agree to the terms of the Crestron Privacy Statement Regarding Internet Data Collection, available at <http://www.crestron.com/legal/crestron-privacy-statement-regarding-internet-data-collection>, and Crestron’s general Privacy Policy, available at <http://www.crestron.com/legal/privacy-policy> (together, the “**Privacy Policies**”) which are incorporated by reference into the Agreement.

**1.4** If you do not agree to the terms of the Agreement, including the Privacy Policies, do not register for, access or use the Crestron Mobile Apps.

**1.5** Crestron has no duty to act based on the collection of data by any Crestron Mobile App, regardless of what that data contains.

## 2. Acceptance and Acknowledgement

**2.1 Acceptance.** By registering for, accessing, or otherwise using Crestron Mobile Apps, you agree to be bound by the Agreement, which is a legal contract between you and Crestron, on behalf of yourself or the person or entity you represent.

**2.2 Crestron Dealer.** This Agreement between you and Crestron does not supersede the contractual relationship between you and the Crestron authorized dealer from which you purchased Crestron Devices and other products and services (“**Dealer**”). The Dealer is an independent third party from Crestron and Crestron is not responsible for any claims, liabilities, or damages related to your interactions with the Dealer and their products and services.

**2.3 Third-Party Application Storefront.** This Agreement is between you and Crestron and not with a Third-Party Application Storefront from which you obtained Crestron Mobile Apps. The Third-Party Application Storefront from which you obtained the Crestron Mobile Apps is an independent third party from Crestron and Crestron is not responsible for any claims, liabilities, or damages related to your interactions with Third-Party Application Storefronts and their services.



**2.4 Third-Party Products and Services.** The use and availability of Crestron Mobile Apps is dependent on third party products and services, such as mobile phones and Internet Service Providers (“ISP”). These third products and services may not operate in a reliable manner and may impact the way that the Crestron Mobile Apps operate. Crestron is not responsible for damages and losses due to the operation of these third party products and services.

**2.5 No Life-Safety or Critical Uses.** Crestron Mobile Apps are intended to be accessed and used for non-time critical information, such as control and monitoring of Devices and equipment installed at your premises. Each Crestron Mobile App, as well as any connected equipment, is not certified or intended for use for emergency response or to operate emergency safety devices.

(a) You understand that any Crestron Mobile App, including but not limited to Crestron Home, is not a third-party monitored emergency notification system.

(b) Crestron does not monitor your devices for any dangerous conditions and will not dispatch emergency authorities to your location in the event of an emergency.

(c) Crestron customer support contacts cannot be considered a lifesaving solution for people at risk in the home or elsewhere, and they are no substitute for emergency services. All life threatening and emergency events should be directed to the appropriate emergency response services.

### 3. License and Conditions

**3.1 License.** Subject to the Agreement, Crestron grants you a non-exclusive, non-sublicensable, non-transferable limited license to access and use Crestron Mobile Apps in connection with, and solely for the purpose of, controlling and monitoring the Devices, and other equipment that interfaces with Crestron Mobile Apps (the “Permitted Purpose”).

**3.2 Restrictions.** The rights granted to you in the Agreement are subject to the following restrictions:

(a) You agree not to attempt to discover any source code, underlying ideas or algorithms used by Crestron to develop Crestron Mobile Apps through reverse engineering, de-compilation, or disassembly of Crestron Mobile Apps, or any portion thereof.

(b) You agree not to copy, modify, translate, or otherwise create derivative works of any part of Crestron Mobile Apps.

(c) You agree not to copy, rent, sell, lease, distribute, or otherwise transfer the Crestron Mobile Apps, any portion thereof, or any rights that you receive hereunder.

(d) You agree not to access or use Crestron Mobile Apps in order to build a similar or competitive service.

(e) You agree not to take any action that imposes or may impose (as determined by Crestron in its sole discretion) an unreasonable or disproportionately large burden on Crestron’s Internet infrastructure.

(f) You agree not to attempt to access Crestron Mobile Apps using any method other than the interface and instructions that Crestron provides.

(g) You agree not to circumvent any measure Crestron may use to prevent or restrict access to Crestron Mobile Apps.

(h) You agree not to interfere or attempt to interfere in any way with the proper working of Crestron Mobile Apps.

**3.3 System Requirements.** Each Crestron Mobile App will require additional compatible, properly configured, and operational system elements in order to operate as described.

(a) Always-on broadband Internet access

(b) Working Wi-Fi network that is positioned to communicate reliably with the Devices

(c) Mobile clients such as a supported phone or tablet (required for certain functionality)

(d) Other system elements that may be specified by Crestron

**3.4 Service Interruption.** Crestron Mobile Apps are subject to sporadic interruptions and failures and may be suspended temporarily without notice for security reasons, system failure, maintenance and repair, or other circumstances.

(a) Crestron does not offer any specific uptime guarantee for Crestron Mobile Apps.

(b) Crestron is not responsible for any damages allegedly caused by the failure or delay of Crestron Mobile Apps to reflect current status or notifications.

**3.5 Automatic Software Updates.** Crestron may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of Crestron Mobile Apps and/or the Device software (“Updates”).

(a) You agree to promptly install any Updates that Crestron provides.

(b) These Updates may be automatically installed without providing any additional notice and you consent to this automatic update.

(c) If you do not want such Updates, your remedy is to terminate your Crestron Mobile App service.

## 4. Data Collection and Security

**4.1 Data Collection.** During operation, Crestron Mobile Apps may transmit data via the Internet to Crestron and/or its third-party service providers as described in the Crestron Privacy Statement Regarding Internet Data Collection at <https://www.crestron.com/legal-data-collection-privacy>. Crestron may process, store and transfer this data collected during the use of the Crestron Mobile Apps to servers located outside the country where you reside.

(a) Collected information is transmitted to servers at Crestron facilities and/or to cloud-based storage, each located in the United States of America (USA). Opting out of such data collection will prevent certain Crestron Mobile Apps from functioning and may limit the available features and support for other Crestron Devices and Mobile Apps.

(b) If you do not agree to such data collection, transfer, processing, and storage, your remedy is to terminate your Crestron Mobile App service.

**4.2 Security.** Crestron understands the importance of the safety and security of your information and takes precautions to protect your personal information against loss, theft, misuse and unauthorized access. Crestron has implemented safeguards to protect your personal information in accordance with industry standards.

(a) Crestron regularly monitors its systems for vulnerabilities or attacks in order to protect data stored on Crestron servers or cloud-based storage.

(b) Crestron cannot guarantee that unauthorized third parties will never be able to defeat its security measures or use your personal information for improper purposes and you acknowledge that you provide your personal information to Crestron at your own risk.

## 5. Ownership

**5.1 Intellectual Property.** All intellectual property rights, title, and interest, including copyrights, patents, trademarks, and trade secrets, in Crestron Mobile Apps are owned by Crestron.

(a) Crestron reserves all rights not granted in the Agreement.

(b) Crestron Mobile Apps are licensed, not sold, to you under the Agreement.

**5.2 Open Source.** Certain items of independent, third party code that are subject to the GNU General Public License (“GPL”) or other open source licenses (“Open Source Software”) may be included in Crestron Mobile Apps.

(a) The Open Source Software is licensed under the terms of the license that accompanies such Open Source Software.

(b) Nothing in the Agreement limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software. In particular, nothing in the Agreement restricts your right to copy, modify, and distribute such Open Source Software that is subject to the terms of the GPL.

**5.3 Ideas and Improvements.** You may choose to, or Crestron may invite you to submit comments, suggestions, or ideas about how to improve Crestron products and services, including the Crestron Mobile Apps (“Suggestions”).

(a) Your submission of any Suggestions is entirely voluntary, and will not place any restriction, fiduciary duty or other obligation on Crestron.

(b) By submitting your Suggestions, you agree that Crestron may use, copy, modify, publish, or redistribute the Suggestions and their contents for any purpose and in any way without any compensation or other benefit to you.

(c) Crestron does not waive any rights to use information or ideas obtained from other sources, or developed by Crestron, which are similar or related to the Suggestions.

## 6. Warranty and Liability Disclaimers

**6.1 Warranty Disclaimers.** Crestron Mobile Apps are provided for your convenience, “as is” and “as available” and Crestron expressly disclaims any warranties and conditions of any kind, whether express or implied, including the warranties or conditions of merchantability, fitness for a particular purpose, accuracy, and non-infringement.

(a) Crestron makes no warranty that defects will be corrected or that the services: (i) will meet your requirements; (ii) will be compatible with your network, computers or mobile devices; (iii) will be available on an uninterrupted, timely, secure, or error-free basis; or (iv) will be accurate or reliable.

(b) No advice or information, whether oral or written, obtained by you from Crestron or through the Crestron Mobile Apps shall create any warranty.

**6.2 Limitation of Liability.** To the maximum extent permitted by applicable law, in addition to the above warranty disclaimers, in no event will Crestron’s total cumulative liability arising from or related to Crestron Mobile Apps, whether in contract, tort or otherwise, exceed the fees actually paid by you to Crestron or Crestron’s authorized Dealer for the Crestron Mobile Apps in the prior 12 months.

(a) This limitation is cumulative and will not be increased by the existence of more than one incident or claim.

(b) Nothing in the Agreement and in particular within this “**Limitation of Liability**” section shall attempt to exclude liability that cannot be excluded under applicable law.

**6.3 No Consequential or Special Damages.** To the maximum extent permitted by applicable law, in no event will Crestron be liable for any consequential, exemplary, special, or incidental damages, including any damages for lost data or lost profits, arising from or relating to Crestron Mobile Apps, even if Crestron knew or should have known of the possibility of such damages.

**6.4 Disclaimer Regarding Third Parties.** Crestron is not responsible for third parties or their products and services, including your Dealer, the Third-Party Application Storefronts, third party products and services, third party sites, third party vendors, third party equipment, ISPs, and Carriers.

**6.5 Indemnity.** You agree to indemnify and hold Crestron harmless from any damages, liabilities, claims or demands (including costs and attorneys’ fees) made by any third party due to or arising out of your violation of the Agreement.

(a) Crestron will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

(b) Crestron reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Crestron and you agree to cooperate with our defense of such claims.

(c) You agree not to settle any such claim without Crestron’s prior written consent.

## 7. Term, Termination, and Survival

**7.1 Term.** The Agreement will remain in full force and effect so long as you continue to access or use Crestron Mobile Apps, or until terminated in accordance with the provisions of the Agreement.

(a) At any time, you may terminate the Agreement, by deleting all Crestron Mobile Apps, and ceasing all use of, and access to, Crestron Mobile Apps.

(b) At any time, Crestron may (i) suspend or terminate your rights to access or use Crestron Mobile Apps, or (ii) terminate the Agreement with respect to you if Crestron in good faith believes that you have used Crestron Mobile Apps in violation of the Agreement.

**7.2 Effect of Termination.** Upon termination of the Agreement, your right to use Crestron Mobile Apps will automatically terminate.

**7.3 Survival.** All provisions of this Agreement, including but not limited to, “**Governing Law**”, “**Dispute Resolution**”, “**Arbitration Procedures**”, and “**Protection of Confidential Information and Intellectual Property Rights**”, which by their nature should apply beyond its term will remain in force after any termination or expiration of this Agreement.

## 8. Governing Law and Dispute Resolution

**8.1 Governing Law.** The Agreement is governed and construed in accordance with the laws of New York, United States, applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof.

**8.2 Dispute Resolution.** If a dispute arises between you and Crestron regarding the Agreement, or your use of Crestron Mobile Apps, you will notify Crestron of the dispute, and you and Crestron will make a good faith effort to resolve the dispute amicably.

(a) If your claim or dispute cannot be resolved within 60 days after you present the claim or dispute to Crestron, you may request arbitration. Crestron may request arbitration against you at any time after it has notified you of a claim or dispute.

(b) You and Crestron agree, subject to **section 8.4** (Protection of Confidential Information and Intellectual Property Rights), to submit any claim, dispute, action, cause of action, issue, or request for relief arising out of or relating to the Agreement or your use of Crestron Mobile Apps (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) to binding arbitration rather than by filing any lawsuit.

**8.3 Arbitration Procedures.** The arbitration of any dispute or claim shall be conducted in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration as modified by the Agreement.

(a) The place of any arbitration will be New York, NY, USA, and arbitration will be conducted in English.

(b) The arbitrator may not award relief in excess of or contrary to what the Agreement provides.

(c) The arbitration shall be governed by the Federal Arbitration Act (Title 9 of the United States Code), and judgment on any arbitration award may be entered in any court having proper jurisdiction.

(d) All administrative fees and expenses of arbitration will be divided equally between you and Crestron.

(e) Each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration hearing.

**8.4 Protection of Confidential Information and Intellectual Property Rights.** Notwithstanding the foregoing, Crestron may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its confidential information and intellectual property rights or to prevent loss of data or damage to its servers.

## 9. General Terms

**9.1 Entire Agreement/Severability.** The Agreement constitutes the entire agreement between you and Crestron regarding the use of Crestron Mobile Apps.

(a) The section titles in the Agreement are for convenience only and have no legal or contractual effect.

(b) If any provision of the Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of the Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

(c) Any failure by Crestron to exercise or enforce any right or provision of the Agreement shall not operate as a waiver of such right or provision.

**9.2 Notifications.** Crestron may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your account, hard copy, or posting of such notice on the Crestron website.

(a) Crestron is not responsible for any automatic filtering you or your network provider may apply to email notifications.

**9.3 Changes to the Agreement.** Crestron reserves the right to make changes to the Agreement and you agree to be bound by the terms of the most recent version of this Agreement when you use Crestron Mobile Apps.

(a) Continued use of Crestron Mobile Apps following notice of such changes shall indicate your acknowledgment of such changes and agreement to be bound by such changes to the terms and conditions of the Agreement.

**9.4 Assignment.** The Agreement and any associated rights or obligations, may not be assigned or otherwise transferred by you without Crestron's prior written consent. The Agreement may be assigned by Crestron without restriction.

(a) The Agreement is binding upon any permitted assignee.

**9.5 Access Outside Certain Countries.** Although Crestron Mobile Apps are accessible worldwide through the Internet, the products and services provided or accessed are not available to all persons or in all countries.

(a) If you choose to access Crestron Mobile Apps from outside a country in which Crestron supports its products and services, you do so on your own initiative and you are solely responsible for complying with applicable local laws in your country.

(b) You agree to be bound by the Agreement wherever you access or use Crestron Mobile Apps.

## 10. Contact Information

If you have any questions or concerns regarding a Crestron Mobile App or the Agreement, or wish to opt out of data collection or delete your 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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