



End User License Agreement

T1V / AirConnect App

Note: AirConnect is transitioning to T1V. This document will reference both 'T1V' and 'AirConnect' - these are both in reference to the same "Application."

Last Updated: March 29, 2021

Please read this End-User License Agreement ("Agreement") carefully before downloading or using T1V / AirConnect ("Application").

This Agreement is a legal agreement between you and T1V, Inc., a Delaware corporation ("T1V"), for the use of the Application. By downloading, installing, accessing, running or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement.

If you do not agree to the terms of this Agreement, do not download, install, access, run or use the Application.

LICENSE

The Application is licensed, not sold. T1V hereby grants to you a revocable, non-exclusive, non-transferable, non-sublicensable, limited license to download, install and use the Application solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

RESTRICTIONS

You agree not to, and you will not permit others to:

- a) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party;
- b) modify or make derivative works based upon the Application; or
- c) reverse engineer, decompile, disassemble or reconfigure the Application.

MODIFICATIONS TO APPLICATION

T1V reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

TERM AND TERMINATION

This Agreement shall remain in effect until terminated by you or T1V.



T1V may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from T1V, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device or from your desktop.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your desktop.

SEVERABILITY

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

NO WARRANTY

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLICATION IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND T1V HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLICATION, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, T1V SHALL NOT BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF T1V HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT LIABILITY CANNOT BE EXCLUDED OR DISCLAIMED, T1V'S TOTAL LIABILITY IS LIMITED TO \$1.00.

AMENDMENTS TO THIS AGREEMENT

T1V reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

GOVERNING LAW

These Terms of Use are governed by North Carolina law. THE EXCLUSIVE VENUE FOR ANY DISPUTE RELATING TO THE APPLICATION IS THE STATE AND FEDERAL COURTS LOCATED IN MECKLENBURG COUNTY, NORTH CAROLINA. YOU AND T1V CONSENT TO THE SOLE PERSONAL



JURISDICTION AND VENUE OF THESE COURTS. Nothing in this agreement limits either party's ability to seek equitable relief.

THIRD-PARTY APPLICATION STORES

The Application may be obtained through a third-party App Store or other third-party application market (such as the App Store or Google Play Store). If you have obtained an Application through such third-party market, the following shall apply: (a) both you and T1V acknowledge that this Agreement is concluded between you and T1V only, and not with such third party, and that such third party is not responsible for the Application or the content therein; (b) the Application is licensed to you on a revocable, limited, non-exclusive, non-transferrable, non-sublicensable basis, subject to all the terms and conditions of this Agreement; (c) you will only use the Application in connection with a third-party device that you own or control and as permitted by the Usage Rules or similar terms set forth in the App Store Terms of Service or applicable third-party terms of service; (d) both you and T1V acknowledge and agree that such third party has no obligation whatsoever to furnish any maintenance and support services with respect to the Application; (e) in the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify such third party of such failure, and such third party will refund the separate purchase price for the Application (if any) paid by you to such third party; and to the maximum extent permitted by applicable law, such third party will have no other warranty obligation whatsoever with respect to the Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will, as between such third party and T1V, be T1V's sole responsibility; (f) both you and T1V acknowledge that, as between T1V and such third party, T1V, not such third party, is responsible for addressing your claims or the claims of any third party relating to the Application or your possession or use of the Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy or similar legislation; (g) both you and T1V acknowledge and agree that, in the event of any third-party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, T1V, and not such third party, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim; (h) you represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties; (i) both you and T1V acknowledge and agree that, in your use of the Application, you will comply with any applicable third-party terms of agreement which may affect or be affected by such use; and (j) both you and T1V acknowledge and agree that such third party and such third party's subsidiaries are third-party beneficiaries of this Agreement, and that upon your acceptance of this Agreement, such third party will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as the third party beneficiary hereof. Additionally, such third party's trade and service marks, logos, including Apple, the Apple Logo, iPhone, iPad, Android and Google are property of the applicable third party and not T1V.

CONTACT INFORMATION

If you have any questions about this Agreement, please contact us:



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www.t1v.com

5025 West WT Harris Blvd
Charlotte, NC 28269
USA

support@t1v.com

+1 877.310.8971