

Terms and Conditions

This page contains the Terms and Conditions under which you may use the website owned by A. O. Smith Water Products Company, a division of A. O. Smith Corporation in connection with the iComm remote monitoring system (the "Website"). Please read this page carefully. If you do not accept the Terms and Conditions stated here, do not use the Website or services it offers. By using the Website, you are indicating your acceptance to be bound by the terms of these Terms and Conditions. A. O. Smith Corporation (the "Company"), the owner of the Website, may revise these Terms and Conditions at any time by updating this posting. You should visit this page periodically to review the Terms and Conditions, because they are binding on you. The terms "You" and "User" as used herein refer to all individuals and/or entities accessing this Website for any reason.

Use of Material

The contents of the Website, such as text, graphics, images, logos, button icons, software and other content (the "Material"), are protected under United States and foreign copyright, trademark and other laws. All Material is the property of the Company or its content suppliers or clients. The compilation (meaning the collection, arrangement and assembly) of all content on the Website is the exclusive property of the Company and protected by U.S. and international

copyright laws. Unauthorized use of the Material may violate copyright, trademark and other laws. You must retain all copyright, trademark, service-mark and other proprietary notices contained in the original Material on any copy (permitted or not permitted) you make of any of the Company's Material. You may not sell or modify the Company's Material or reproduce, display, publicly perform, distribute or otherwise use the Company's Material in any way for any public or commercial purpose. The use of the Company's Material on any other website or in a networked computer environment for any purpose is prohibited. Further, the HTML code that is created by the Company while generating its pages is also protected by the Company's copyright.

The Company reserves the right to terminate the accounts of Users who violate the Company's policy on infringement of copyright or other intellectual property rights of others.

The Company and all of its affiliated companies respect the intellectual property of others, and we expect our users to do the same. The unauthorized reproduction, copying, distribution, modification, public display or public performance of copyrighted works constitutes infringement of the copyright owner's rights. As a condition to your use of the Website, you agree not to use the Website to infringe the intellectual property rights of others in any way. The Company will assist the respective owners of the various intellectual property in

order that they may protect their rights to the fullest extent of both domestic and international law. We reserve the right to take these actions at any time, in our sole discretion, with or without notice and without any liability to any User.

Acceptable Site Use

The Website may be used only for lawful purposes by individuals seeking to find out more information or purchase the various products offered on the Website.

Prohibited Uses of the Website

General Rules

Users may not use or reference the Company's Website in order to transmit, distribute, store or destroy material (a) in violation of any applicable law or regulation; (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others; or (c) that is defamatory, obscene, threatening, abusive or hateful.

Website Security Rules

Users are prohibited from violating or attempting to violate the security of the Website, including, without limitation, (a) accessing data not intended for such User or logging into a server or account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any User, host or network, including, without limitation, via means of submitting a virus to the Website, overloading, "flooding," "spamming," "mailbombing" or "crashing"; (d) sending unsolicited e-mail, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability. The Company will investigate occurrences that may involve such violations and will cooperate with law enforcement authorities in prosecuting users who are involved in such violations. Furthermore, users of the Website are prohibited from the following:

- Using any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any activity being conducted on the Website.

- Taking any action that imposes an unreasonable or disproportionately large load on the Website's infrastructure.
- Notwithstanding anything to the contrary contained herein, using or attempting to use any engine, software, tool, agent or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars and intelligent agents) to navigate or search the Website other than the search engine and search agents available from the Company on the Website as well as generally available third-party Web browsers, such as Netscape Navigator and Microsoft Explorer.
- Attempting to decipher, decompile, disassemble or reverse-engineer any of the software comprising or in any way making up a part of the Website.
- Aggregating, copying or duplicating in any manner any of the materials or information available from the Website.
- Framing of or linking to any of the materials or information available from the Website unless authorized to do so.
- Providing false information of any kind.

The Company reserves the right to terminate the accounts of Users found to be engaging in any of these prohibited uses.

User Information (Privacy Statement)

When you contact the Company, you may be asked to provide the Company with certain information including, without limitation, a valid e-mail address (your "Information"). Please review the privacy policies found on the Website to understand how the Company uses your information.

The Company's Liability

While the Company attempts to maintain the accuracy of the Website, the material may contain inaccuracies or typographical errors. The Company makes no representations about the accuracy, reliability, completeness or timeliness of the Website, the Material or the internet connection for operating of the iComm remote monitoring system. The use of the Website, the Material and the iComm is at your own risk. Changes are periodically made to the Website and may be made at any time.

The Company does not render legal or financial advice. The Company specifically disclaims any liability, loss or risk Incurred directly or indirectly by the use of the Website, services or iComm remote monitoring system.

Even though the Company monitors its Website and servers to ensure that they are operating error-free and are free of computer viruses or other harmful mechanisms, the Company does not warrant that the Website will at all times operate without error. If your use of the Website or Materials results in the need for servicing or replacing equipment or data, the Company is not responsible for those costs.

The Company keeps its information as current as possible, but due to the nature of the Internet, it cannot guarantee that all URLs are currently working.

The Website and Materials are provided on an as-is basis without any warranties of any kind. The Company, to the fullest extent permitted by law, disclaims all warranties, whether express or implied, including the warranty of merchantability, fitness for a particular purpose and non-infringement. The Company makes no warranties about the accuracy, reliability, completeness or timeliness of the Materials and services.

Disclaimer of Consequential Damages

In no event shall the Company, its suppliers or any third parties mentioned on the Website be liable for any damages whatsoever (including, without limitation, incidental and consequential damages, lost profits or damage resulting from lost

data or business interruption) resulting from the use or inability to use the Website, Materials or the iComm remote monitoring system, whether based on warranty, contract, tort or any other legal theory, and whether or not the Company is advised of the possibility of such damages.

Links to Other Sites

The Website may contain links to third-party Website. The Company provides these links as a convenience only and does not endorse any of these sites. The Company is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third-party Website. If you decide to access linked third-party Website, you do so at your own risk.

No Resale or Unauthorized Commercial Use

You agree not to resell or assign your rights or obligations under these Terms of Use. You also agree not to make any unauthorized commercial use of the Website. Further, since the Website are a source for reference only, you agree not to cite the Website as any type of authoritative or information source. The Company will not be liable or endorse any type of referral made to the Website.

Termination

The Company reserves the right, at its sole discretion, to pursue all of its legal remedies (such as terminating use and/or license to use any of the programs) upon any breach by a User of these Terms and Conditions or if the Company is unable to verify or authenticate any information a User submits to the Website.

Indemnity

You agree to defend, indemnify and hold harmless the Company, its officers, directors, employees and agents, from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees resulting from your breach of the terms of these Terms and Conditions. The Company shall provide notice to you promptly of any such claim, suit or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding.

Reserved Right of Refusal

The Company, in its sole discretion, reserves the right to refuse fulfillment of your order, or refuse you any involvement with the Company's services, or to delete your assigned user name and password if you breach any of the terms of this agreement.

Modifications to Agreement

Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that the Company may: (1) revise the terms and conditions of this Agreement; and/or (2) change part of the services provided under this Agreement at any time. Any such revision or change will be binding and effective immediately after posting of the revised Agreement or change to the service(s) on the Company's Website. You agree to periodically review our Website, including the current version of this Agreement available on our Website, to be aware of any such revisions. By continuing to use the Company's services after any revision to this Agreement or change in services, you agree to abide by and be bound by any such revisions or changes. The Company is not bound by nor should you rely on any representation by information posted on our Website of a general informational nature. No employee, contractor, agent or representative of the Company is authorized to alter or amend the terms and conditions of this Agreement.

General Terms

This Website is controlled, operated and administered by the Company from its offices within the United States of America. The Company makes no representation that materials at this Website are appropriate or available for use

at other locations outside of the United States and access to them from territories where their contents are illegal is prohibited. You may not use the Website to export the Materials in violation of U.S. export laws and regulations. If you access this Website from a location outside of the United States, you are responsible for compliance with all local laws. These Terms and Conditions are governed by the internal substantive laws of the State of Tennessee. Jurisdiction for any claims arising under this agreement shall lie exclusively with the courts within Cheatham County, and all parties submit to the jurisdiction of the venue of these courts. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided in additional terms of use for areas of the Website, such as a particular legal notice or material on particular Web pages, these Terms and Conditions constitute the entire agreement between you and the Company with respect to the use of the Website. No changes to these Terms and Conditions shall be made except by a revised posting on this page.