

# Hello

Thank you for your interest in our products and services. We hope you'll find our websites informative and helpful.

**Please carefully review the following Terms of Use that, among other things, include in Section 2 limitations on our liability, a class-action waiver, and other terms that will affect how disputes between you and us are resolved.**

*Last Modified: January 12, 2020.*

## Terms of Use

These Terms of Use (“Terms”) apply to the websites located at i) [www.GoodmanMFG.com](http://www.GoodmanMFG.com), [www.DaikinComfort.com](http://www.DaikinComfort.com), [www.DaikinAC.com](http://www.DaikinAC.com), [www.DaikinOne.com](http://www.DaikinOne.com), [www.Amana-HAC.com](http://www.Amana-HAC.com), [www.QuietFlex.com](http://www.QuietFlex.com), and [www.Motili.com](http://www.Motili.com) ii) any of our associated websites that may be linked to them, and iii) any content, information, data, results, or services provided on or by those websites (collectively the “Sites”). These Terms, which govern your use of the Sites, are a binding legal agreement between you and any entity you represent (collectively “you” or “your” or “yourself”), on the one hand, and Goodman Global Holdings, Inc. and its subsidiaries (collectively “Goodman” or “us” or “we” or “our”), on the other hand.

Some of the Sites may have additional posted terms and conditions that govern your use of those Sites or may require you to enter into a written agreement (e.g., an end-user license agreement) with us. Any terms in a separate written agreement or additional posted terms associated with a Site will become a part of these Terms and, thus, part of your agreement with us. To the extent there is a conflict, terms of the separate written agreement control, then additional posted terms, and then these Terms.

**By accessing or using the Sites, you agree to be bound by these Terms—without limitation or qualification. If you do not agree, you must not access or use the Sites. And by agreeing to the Terms, you represent and warrant that you have the capacity and authority to bind yourself and any entity that you may represent.**

We also reserve the right, at our sole discretion, to modify these Terms at any time. You are responsible for checking these Terms for modifications. And your continued use of the Sites after we post any modification means that you agreed to the Terms as modified.

Subject to these Terms and if you comply with them, we grant you a personal, revocable, and non-exclusive limited license to access and use the Sites.

### 1. Accessing and Using the Sites

The Sites are provided to you so that you may obtain information about or interact with our products and services. You will only access and use these Sites for those purposes and **not** for any other purpose, including any unlawful or malicious purpose. For example, you will not:

- attempt to gain unauthorized access to the Sites,
- submit false or misleading information to us (including representing that you are somebody that you are not or have authority that you do not),
- use automated systems to monitor or copy content from the Sites,
- interfere with the normal operations of the Sites, such as by disrupting, disabling, overburdening, or otherwise interfering with the operation of the Sites, its services, or servers,
- upload infringing, disparaging, malicious, or inappropriate content,
- upload, transmit, or distribute any computer virus, malware, spyware, or any other malicious or inappropriate computer code,
- interfere with the access or use of the Sites by others, or
- consume a disproportionate or unreasonable amount of the Sites' resources.

While the Sites may be globally accessible through the internet, the Sites are intended for our customers and end-users in the United States and Canada. Products or services mentioned on the Sites may not be available to you, or may be prohibited by law, in your location. If you choose to access the Sites from outside the United States and Canada, you do so at your own risk and are solely responsible for complying with all applicable laws in your location.

The Sites are intended for those who are 18 (or the equivalent minimum age of majority in your jurisdiction) years of age or older. If you are between the ages of 13 (or the equivalent minimum age in your jurisdiction) and 18 (or the equivalent minimum age of majority in your jurisdiction), you agree you will only use the Sites under the direct supervision of a parent or legal guardian who agrees to be bound by the Terms themselves and on your behalf. If you are younger than 13 years old (or the equivalent minimum age in your jurisdiction), you must not use the Sites, and any such use is an express violation of these Terms.

You agree to follow any policies or guidelines associated with any of the Sites.

## 2. Disclaimers, Limitation of Liability, Class-Action Waiver, and Indemnity

**PLEASE READ THIS SECTION 2 CAREFULLY, AS IT ADDRESSES DISCLAIMERS, LIMITATIONS OF LIABILITY, CLASS-ACTION WAIVERS, AND INDEMNITY.**

### *Disclaimers*

You access and use the Sites at your own risk, and you agree we are not liable in any way for your access or use of the Sites.

**To the maximum extent possible under applicable law, all of the Sites are provided AS-IS, AS-AVAILABLE, WITH ALL FAULTS, and without any warranty of any kind—express, implied, statutory, or otherwise—including, but not limited to, any warranty of merchantability, of fitness for a particular purpose, of title, of accuracy, or of non-infringement. Indeed, we specifically disclaim any warranties and representations of every kind.**

That means that we, as examples and not limitations, do not warrant (and specifically disclaim) that the Sites or your use of the Sites will i) be timely or uninterrupted, ii) provide any specific results, iii) be free from any defects, viruses (or other malicious code), corruption, hacking, content losses, errors, or omissions, iv) be

accurate, complete, up-to-date, or useful, v) be corrected to address any defects, deficiencies, inaccuracies, or errors on the Sites, or vi) be secure. Any reliance you place on or from the Sites is strictly at your own risk.

And you agree that no website—including the Sites, and transmissions to or from it—is ever completely private or secure. You agree that your submission of any information to us is at your sole risk, and you hereby release us from all liability to you for any loss or liability relating to such information in any way.

Limitations on Disclaimers: Some jurisdictions do not allow the exclusion of implied warranties or other disclaimers of warranty. To the extent such laws apply to you, the above provided exclusions of implied warranties or other disclaimers of warranty will not apply solely to the extent prohibited by applicable law.

Physical Product Warranties: Nothing in these Terms is intended to affect any individual product warranties for a particular physical product.

### ***Limitations of Liability***

**Nothing in these Terms, including this Limitation of Liability section, limits or excludes (or will be construed or interpreted to exclude or limit) any liability that cannot be so limited or excluded under applicable law.**

**In no case will we (including Goodman’s officers, agents, directors, affiliates, suppliers, dealers, distributors, contractors, employees, and licensors) be liable to you or any third party for—whether arising out of contract, tort, products or strict liability, or any other form of action—any direct, indirect, incidental, punitive, special, or consequential damages arising from your use of any of the Sites, even if Goodman knew or should have known, or has been advised of such, possibilities. This limitation applies, but is not limited, to any claim**

- i) based on any errors or omissions in any content, any virus, or any defect;
- ii) based on any negligence of any kind or any degree on our or our officers’, agents’, directors’, affiliates’, suppliers’, dealers’, distributors’, contractors’, employees’, or licensors’, part;
- iii) for any loss or damage of any kind incurred as a result of the use of the Sites, even if we were advised of its possibility; or
- iv) for any direct, indirect, incidental, punitive, special, or consequential damages (*e.g.*, lost profits) arising from your use of any of the Sites.

**You agree to release us from liability for any such claims.**

If, for some reason, it is determined by a court of competent jurisdiction that the above limitations do not apply and that you have a basis for recovering damages—under any theory and of any kind—because of your use or access of the Sites, you agree that your exclusive cumulative remedy for all claims is to recover from us

i) all monies you have paid to us in the previous 6 months for use of or access to the Sites or ii) if you have paid no monies to us in the previous 6 months for use of or access to the Sites, ten U.S. dollars (\$10.00).

This Section 2 will survive and be given full effect even if it does not fully compensate you for your losses, fails for its essential purpose, or is otherwise deemed unenforceable.

Limitation of Liability: Some jurisdictions do not allow limitations on liability. For example, some jurisdictions do not allow for limitations on liability for personal injury caused solely by gross negligence or

willful misconduct. To the extent such laws apply to you, the above provided limitations of liability will not apply solely to the extent prohibited by applicable law.

### ***Indemnity***

You agree, to the maximum extent permitted by law, to indemnify and hold harmless us (including Goodman’s officers, agents, directors, affiliates, suppliers, dealers, distributors, contractors, employees, and licensors) against any claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees and costs) for any third-party claims arising out of or based on your access to or use of the Sites or your breach of these Terms.

### ***Class-Action Waiver***

Our hope is that there is never a dispute between you and us. But if there is, you agree you will bring any claims that you may have arising out of or based on the Sites or these Terms on an individual basis and that you will not join your claim with any claim of another person or entity, whether through participation in a class-action proceeding or otherwise. To the fullest extent permitted by applicable law, no proceeding brought under these Terms shall be joined to another proceeding involving any other party subject to these Terms, whether through class-action proceedings or otherwise.

## **3. Our Content**

All content—such as images, text, trademarks, logos, artworks, designs, or code—on the Sites is owned by or licensed to us and is protected by copyright, trademark, patent, or other intellectual property laws. Using or accessing our Sites does not grant you any ownership of or licenses to this content. You may not use content from our Sites without obtaining permission from the content’s owner or without having permission under the law. And if any of the content carries a legal notice, you may not alter, remove, or obscure that notice.

Many of the Sites display trademarks, service marks, logos, or other designations of source (collectively “Marks”). All Marks are registered or unregistered marks of Goodman, its corporate affiliates, or its licensors or content providers. All Marks are the exclusive property of their respective owners. And your access and use of the Sites does not grant you—by implications or otherwise—any license, right to use, or ownership interest in any Marks.

We may change, remove, or add to any content on our Sites without notification to you.

## **4. Your Submissions**

We encourage you to submit your comments and questions to us. We try to respond to as many of your submissions as we can. But please carefully review the following before making any submission to us.

In certain instances, you may be able to submit (*e.g.*, upload) content to or through the Sites. You will not submit any content to the Sites that i) is inappropriate, harmful, malicious, obscene, abusive, or defamatory; ii) infringes the patent, trademark, trade secret, copyright, or other intellectual property or other right of another; iii) violates the legal rights of others or gives rise to any civil or criminal liability under applicable

laws or regulations; or iv) otherwise violates these Terms. And you will not submit any content without the express authorization of the owner of such content. We may remove or reject any content you submit.

If you choose to provide any content to us, we will not treat it as confidential or proprietary, and you hereby grant (upon your submission) to us (and our agents, corporate affiliates, and service providers, and each of our respective licensees, successors, and assigns) a worldwide, irrevocable, perpetual, non-exclusive, fully transferable, sublicensable, and royalty-free license to use, reproduce, display, distribute, or otherwise make derivatives works of any content that you submitted. You are solely responsible for any content you submit, and you agree to indemnify, hold harmless, and defend us against any third-party claims, actions, allegations, or liabilities based on the content you submitted.

We also appreciate that many of you are innovative and have ideas to improve the HVAC-R industry. But, as a leader in the industry, we are working on numerous research and development projects—some of which may be similar to yours. Accordingly, **do not send us new ideas for products or services** before first contacting our Legal department ([IP@DaikinComfort.com](mailto:IP@DaikinComfort.com)) for express instruction on how to do so. If you choose to submit your ideas without following our instructions, whether through the Sites or otherwise, you agree that we may treat your submissions as non-confidential and are free to use, distribute, or otherwise incorporate your submitted ideas without any compensation or consideration to you. Of course, we will respect intellectual property rights provided by a valid, enforceable patent.

## 5. Digital Millennium Copyright Act

We respect the intellectual property rights of others, and we ask visitors to the Sites to do the same. If you believe that materials accessible on or from the Sites infringe your copyright, you may, pursuant to the Digital Millennium Copyright Act, request removal of those materials by submitting written notification to our copyright agent (as designated below).

Your notice to us must at least provide the following information:

- the physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Sites;
- your address, telephone number, and e-mail address;
- a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under the penalty of perjury, that the above information in your notice to us is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for allegations of copyright infringement is:

Mr. Manish Vyas  
Designated DMCA Copyright Agent, Legal  
Daikin Texas Technology Park

19001 Kermier Rd,  
Waller, TX 77484  
IP@DaikionComfort.com

We may remove or disable access to materials residing on our Sites that is claimed to be infringing, and we have the right to suspend or terminate access to or use of our Sites for those who infringe another's rights.

## **6. Third-Party Content, Links**

Some of the Sites may link to third-party services or resources or may contain third-party content, some of which may be provided by other members of the Daikin Group. These Terms do not address the policies or practices of those third parties, including other members of the Daikin Group, and do not grant you any rights in or to any products or services provided by those third parties. Your access to and use of any products or services provided by such third parties are governed by your separate agreement with them (including their own terms of service and privacy policies). We provide their links and content as a convenience. We do not necessarily sponsor, endorse, or otherwise approve their materials, products, and services. And we make no representations or warranties regarding, for example, the accuracy, suitability, or propriety of the same. You will use or access any third-party content or links at your own risk, and you agree we are not liable in any way for your access or use of such.

In some instances, comments from users of the Sites or of our products or services may be posted on the Sites, or in other documents. These comments are the ideas or opinions of users of the Sites or the users of our products or services, and do not necessarily represent our ideas or opinions.

## **7. Privacy**

Your privacy is important to us. Our Privacy Policy is [here](#), and it applies to the Sites and is incorporated into these Terms by reference. If you are in a jurisdiction where data collection and processing requires consent, by agreeing to these Terms, you are, to the extent permitted by applicable law, providing your consent to the collection and use of your data in accordance with our Privacy Policy. To the extent there is conflict between these Terms and the Privacy Policy, the Privacy Policy controls.

## **8. Site Access and Termination**

We may remove the Sites, temporarily or permanently. And we may limit or disable your access to the Sites without notice to you. If we believe you have violated these Terms, we may immediately suspend or terminate your access to and ability to use the Sites.

## 9. About these Terms

You agree that any dispute arising out of or based on the Sites or these Terms will be governed by the laws of the State of Texas, without regard to Texas's conflict-of-laws principles. And all such disputes and claims will be exclusively brought in the state or federal courts located in Harris County, Texas—with you and us agreeing to the personal jurisdiction of such state and federal courts and to waive any claims regarding the lack of convenience of such courts.

These Terms, which incorporate our Privacy Policy, constitute the entire agreement between you and us in relation to the Sites, and—except for a separate written agreement between you and us or additional terms on a specific Site—these Terms supersede any prior agreement between you and us regarding the Sites, including prior versions of these Terms.

Our failure to enforce—or any delay in our enforcing—any provision of these Terms will not be deemed a waiver of our rights to enforce them.

If any provision of these Terms is found to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of the Terms, and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. In such cases, you agree that we may substitute for each invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the objectives and intentions of the invalid or unenforceable provision.

If you have any questions or comments about these Terms, please feel free to submit them to us by emailing [IP@DaikinComfort.com](mailto:IP@DaikinComfort.com).