

SERVICE SPECIFIC TERMS FOR THE HOMEPASS SERVICES

EFFECTIVE DATE: December 20, 2022

These Service Specific Terms (**HomePass Service Terms**) are part of the Terms of Service for Plume Services (**Plume Terms**) and apply to the Plume Services known as HomePass, which is the suite of services that delivers smart-home services built on self-optimizing Wi-Fi technology (**HomePass Services**).

PLEASE CAREFULLY READ THESE HOMEPASS SERVICE TERMS TOGETHER WITH THE PLUME TERMS. THEY INCLUDE IMPORTANT INFORMATION ABOUT YOUR RELATIONSHIP WITH PLUME AND HOW DISPUTES BETWEEN PLUME AND YOU ARE RESOLVED.

For your convenience, many of the capitalized terms used in these HomePass Service Terms are defined in this Section 1:

- **Customer** means the natural person that creates an account for a Membership to the HomePass Services.
- **Customer Network Equipment** means Plume Products (as defined in the Plume Terms) or similar WiFi extenders, OpenSync-enabled gateways and other on-premise Wi-Fi network equipment used to create the Customer's HomePass Network.
- **HomePass App** means the mobile application available through Apple's App Store and Google Play that serves as the user interface for the setup, control and monitor of the Customer Network.
- **HomePass Network** means the Wi-Fi network created by Customer's use of the HomePass Services together with Customer Network Equipment.
- **Membership** means the subscription for a HomePass service plan, whether acquired from Plume, an authorized reseller or a Plume Partner, as described at <https://support.plume.com/hc/en-us/sections/360001190014-Membership>.
- **Terms of Sale** means the terms and conditions, available at <https://www.plume.com/legal/terms-of-sale/>, that apply to purchases of Plume Products and Memberships through Plume's online store.
- **User** means a natural person authorized by Customer to access and use the Customer's HomePass Network.
- **You** means (as context dictates) the Customer or User that uses the Plume Services.

All other capitalized terms used but not defined in these HomePass Service Terms have the meanings given in the Plume Terms.

If any term of these HomePass Service Terms conflict with the Plume Terms, then these HomePass Service Terms control with respect to the HomePass Services. Purchases from Plume's online store are governed by the [Terms of Sale](#). The [End User License Agreement](#) governs the software embedded in Plume Products.

Please see the Plume [Privacy Policy](#) to learn about how Plume collects, uses and shares personal information and Plume's retention and deletion practices for the HomePass Services.

Please see "How Google Uses Data from Sites or Apps That Use Our Services", available at www.google.com/policies/privacy/partners/ as of the Effective Date).

The HomePass Services include the following:

- **Adapt** which is designed to manage the HomePass Network and associated WAN connection, including setup, Wi-Fi configuration, interference management, device connectivity control and optimization of the HomePass Network backhaul connections for improved performance.
- **Control** which is designed to manage access, content and people in the HomePass network. This includes guest access with password control, time of day access restrictions, device access permissions, people profiles creation and management, and content filtering.
- **Guard**, which is designed to monitor and protect devices on the Plume network, including IoT devices, from accessing internet servers or services that may be harmful to the device or user of the network. Common protections can include restricting services known to host crypto-miners, ransomware, phishing sites, malware, key loggers, and botnets.
- **Sense**, which is designed to provide total home awareness for Users. Wi-Fi motion detection turns common WiFi devices into sensors to detect expected and unexpected movement throughout the home. Users can see movement patterns over time or set alerts for motion detected when the home is unoccupied within the HomePass App.

The descriptions in this Section 4 are for informational purposes only. Please see <https://www.plume.com/homepass/> for additional information.

Subject to these HomePass Service Terms and the Plume Terms, Plume grants you a limited, revocable, non-exclusive and nontransferable license to download, install and use the HomePass App for your personal, non-commercial use on a mobile device owned or otherwise controlled by you (**Mobile Device**).

You acknowledge and agree that the HomePass App is provided under license and is not sold to you. You do not acquire any ownership interest in the HomePass App or any other right other than to use the HomePass App in accordance with the license granted and subject to all terms, conditions and restrictions under these HomePass Service Terms and the Plume Terms. Plume and its licensors and service providers reserve and shall retain their entire right, title and interest in and to the HomePass App, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in these HomePass Service Terms.

The HomePass App is not targeted for use by children.

6.1 Purchasing a Membership. A Membership is required to use the HomePass Services. You may purchase a Membership directly from Plume, from an authorized reseller or from a Plume Partner.

- **Membership Purchased from Plume or Authorized Reseller.** When you purchase a Membership from Plume through the [Plume's online store \(Store\)](#), the Terms of Sale apply to your purchase.

Your Membership begins on the date (***Subscription Billing Date***) that is the earlier of (i) when you complete setup of your HomePass Network, and (ii) 60 days after the order date in the email confirming your order of the Plume Products that you ordered with the Membership.

Your Membership continues for the period indicated in the Order Confirmation (as defined in the Terms of Sale). Your Membership automatically renews until canceled in accordance with the [Terms of Sale](#). Please see the [Terms of Sale](#) for details.

- **Membership Purchased from a Plume Partner.** If your Membership is obtained from a Plume Partner (***Partner Membership***), Plume's obligation to enable the HomePass Services in connection with your Partner Membership is governed by Plume's agreement with the Plume Partner and the terms of your Partner Membership is governed by your agreement with the Plume Partner. The Plume Partner that provides your Partner Membership also is responsible for support for the HomePass Services and your Customer Network Equipment.

6.2 Memberships are not transferrable. Once a Membership is claimed to an account (e.g., you associate one Membership for HomePass Services to your account and another Membership to your account for your use of the WorkPass Services in your business), you cannot transfer your Membership to another account with Plume, including to a family member's account. In addition, to use a Plume Product that was associated with one account with a new or different account, a new or different Membership is required to complete the setup of the Plume Product.

6.3 Passive Service Mode. Following expiration of a Membership, the Plume Products and the Plume HomePass App used in connection with that Membership may function in a limited manner known as **Passive Service Mode**. Specifically, when in Passive Service Mode, your HomePass Network is static and will not receive performance enhancements and Updates and the features of the Plume HomePass App are restricted to basic management and viewing of devices connected to the HomePass Network. Plume Products will continue to receive firmware updates in accordance with Plume's then-current support policies regardless of Membership status. Passive Service Mode may not be available for Customer Network Equipment purchased from a Plume Partner or other third party. If you receive your Membership through a Plume Partner, please review your agreement with the Plume Partner for details.

Plume may in its sole discretion develop and provide Updates (as defined in the Plume Terms), some of which may modify or delete in their entirety certain features and functionality of the HomePass App. You agree that Plume has no obligation to provide Updates or to continue to provide or enable any specific feature or functionality.

Based on your Mobile Device settings, when your Mobile Device is connected to the internet either: (i) the HomePass App will automatically download and install all available Updates; or (ii) you may receive notice of or be prompted to download and install available Updates. You acknowledge and agree that certain features of the HomePass Services may not properly operate if you do not install Updates. You further agree that all Updates become part of the HomePass Services and are subject to these HomePass Service Terms.

THE PLUME SERVICES AND THIRD-PARTY MATERIALS AND OTHER CONTENT AVAILABLE THROUGH THE PLUME SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS.

SECTIONS 11 AND 12 OF THE PLUME TERMS INCLUDE EXCLUSIONS, DISCLAIMERS AND LIMITATIONS OF LIABILITY THAT APPLY TO YOUR USE OF THE HOMEPASS SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR OTHER LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER. THIS MEANS THAT SOME OR ALL OF THE EXCLUSIONS, DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU.

Except for certain kinds of disputes, the Plume Terms require you to resolve any dispute with Plume through arbitration on an individual basis and not as part of any class or representative action. You and Plume are each waiving the right to a trial by jury.

Please see “**Agreement to Arbitrate**” in Section 13 of the Plume Terms for more information.

If you have questions, please contact Plume at support@plume.com.