Terms and Conditions

TERMS AND CONDITIONS

Last modified on May 21, 2019

Welcome to our Terms and Conditions of use. They are important and affect your legal rights, so please read them and our Privacy Policy (which is also made available to you within the App) carefully before you use the App.

1. YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS

1.1 This application for mobile devices ("App") is made available to you by Reckitt Benckiser LLC, 399 Interpace Pkwy, Parsippany, NJ 07054, with registered company number 839519 and EIN number 16-1095661and with registered office at Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808, New Castle County.] ("we", "us," "our" or "RB").

1.2 By downloading and using the App, you confirm that you accept these Terms and Conditions and our Privacy Policy and that you agree to abide by them. If you do not agree with these Terms and Conditions or do not understand (part of) these Terms and Conditions you should cease using the App immediately and uninstall it from your device.

1.3 We have the right to change or modify these Terms and Conditions at any time. Your continued use of the App constitutes your acceptance of the modified Terms and Conditions. The date on which the Terms and Conditions were last modified is indicated at the top of the document.

1.4 We license the use of the App to you on the basis of these Terms and Conditions and subject to the rules or policies applied by the app store where you have downloaded the App. We do not sell the App to you. We remain the owners of the App at all times.

1.5 From time to time updates to the App may be issued. Depending on the update, you may not be able to use the App until you have downloaded the latest version of the App and accepted any new terms.

2. DESCRIPTION OF THE APP

2.1 The App is designed to work with the Air Wick Essential Mist diffuser. The App allows you to customize your fragrance experience by setting scent schedules and controlling the scent intensity.

2.2 The App includes options to create and save schedules, adjust intensity, re-purchase refills and discover more about the product and other relevant aromatherapy/wellness benefits. You can also set up alerts for refill reminders, battery level and to get informed on new fragrances and special offers.

3. PROTECTION OF PERSONAL DATA

We respect your privacy. Any personal data collected or otherwise processed through your use of the App shall be processed by us in accordance with our Privacy Policy (made available to you in the App).

4. PROPRIETARY RIGHTS AND LICENCE

4.1 We (and our licensors) own all trademarks, copyrights, database rights and other intellectual property rights of any nature in the App and all the underlying software code.

4.2 We grant you a worldwide, non-transferable, non-exclusive, royalty-free revocable license to download, install and use the App on your mobile device for your personal non-commercial use in accordance with these Terms and Conditions.

5. CONDITIONS OF USE

5.1 Except to the extent such cannot be prohibited by mandatory applicable law, you will not, and you will not allow third parties on your behalf to (attempt to) copy, reproduce, distribute, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the App, or create derivative works of the App of any kind whatsoever.

5.2 You must not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms and Conditions, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App or any operating system.

5.3 You must not use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users.

5.4 At some point, we may wish to update the App and you will need to download the updates if you want to keep using the App. We do not promise that we will always update the App so that it is relevant to you and/or works with the iOS/ Android version that you have installed on your device. However, you promise to always accept updates to the App when offered to you. We may also stop providing the App and may terminate use of it at any time without giving notice of termination to you. Unless we tell you otherwise, upon termination, (a) the rights and licenses granted to you in these terms will end; and (b) you must stop using the App and (if needed) delete it from your device.

6. YOUR DEVICE AND CONNECTIVITY

6.1 In order to be able to use the App, you need internet access, Bluetooth low energy support and a compatible mobile telephone or handheld device with the following necessary minimum specifications: (i) for iPhones: iPhone 6, 6+, 6s, 6s+, 6SE and newer and iOS 9 and newer and (ii) for Android devices: *all android phones that support Bluetooth low energy* and Version 4.3 of Android and newer. You need to make sure your mobile telephone or handheld device stays charged.

6.2 If you do not own the device on which you intend to download or install the App, you must first obtain permission from the owner of such device before downloading or installing the App.

6.3 You acknowledge that the terms of agreement with your mobile network provider will continue to apply when using the App. As a result, you or the device owner (as applicable) may be charged by the mobile network provider for access to network connection services while accessing the App. You and the device owner remain at all times responsible for procuring and paying for network connection services and any other costs you may incur in relation to your downloading, installing and/or use of the App. You understand and agree that the downloading of the App to your mobile telephone or handheld device is at your own discretion and risk. You will be solely responsible for any damages to your mobile telephone or handheld device or loss of data that results from such download and use.

6.4 You acknowledge and accept that internet transmissions are never completely private or secure. You understand that any message or information you send using the App may be read or intercepted by others. It is your responsibility to keep your mobile telephone or handheld device and access to the App secure.

6.5 FCC Information - This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 and Part 18 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

FCC Caution: Any changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate this equipment.

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

7. AVAILABILITY

7.1 Due to the nature of the Internet, we cannot guarantee that your access to the App will be uninterrupted, timely or error-free. We may also occasionally need to carry out repairs, maintenance or introduce new facilities and functions which results in the App being unavailable. If the need arises, we may suspend access to the App, or close it indefinitely.

7.2 We do not accept any responsibility whatsoever for unavailability of the App, or any difficulty or inability to download or access content or any other communication system failure which may result in the App being unavailable.

8. TERMINATION

8.1 Access to the App may be suspended or terminated for you personally or all users temporarily or permanently at any time. We will use reasonable efforts to give you prior notice thereof. You also have the right to terminate your use of the App at any time.

8.2 We may also terminate these Terms and Conditions immediately without court intervention if you are in breach of any provisions of these Terms and Conditions.

8.3 Upon any termination, the rights and licenses granted to you herein shall terminate and you must cease all use of the App.

9. LIMITATION OF LIABILITY

9.1 You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App meet your requirements. To the maximum extent permitted by the applicable law, the App is provided to you "as is" and "as available", with all faults and without warranty of any kind, and we hereby disclaim all warranties and conditions with respect to the App, either express, implied or statutory, including but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights.

9.2 Except as set out in article 9.3, we will in no event be liable for any damage, including any indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind including lost anticipated profits, loss of goodwill, loss of data, business interruption, accuracy of results, or computer failure or malfunction, even if we have been advised of or should have known of the possibility of such damage, except to the extent such damage is caused directly by our gross negligence, willful misconduct or fraud.

9.3 Nothing in these Terms and Conditions shall exclude or limit our liability for death or personal injury, for fraud or willful misconduct, or to the extent our liability cannot be excluded or limited under applicable law.

10. SEVERABILITY

10.1 Nothing in these Terms and Conditions intends to deprive you of any rights you may be granted under applicable mandatory laws (including mandatory consumer protection laws).

10.2 Each of the provisions of these Terms and Conditions operates separately. If any court or competent authority decides that any provision is illegal, invalid or unenforceable, the other provisions will remain in full force and effect, and such provision will be replaced with a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the illegal, invalid or unenforceable provision.

11. GOVERNING LAW / VENUE / FORUM

These Terms and Conditions shall be governed by the laws of the State of New Jersey and by the laws of the United States, excluding their conflicts of law provisions. All disputes, controversies and disagreements between the parties arising out of or related to these Terms and Conditions shall be exclusively submitted for, resolved and finally settled by, binding arbitration. The arbitration shall be conducted by three (3) arbitrators exclusively in Morris County, NJ, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The Parties waive any objection that might be made on the ground that such venue may be in an inconvenient forum.