

Google fiber

Terms of Sale for Nest Learning Thermostat

(applies to purchases made on or after December 14, 2016)

Offer

For a limited time you can purchase up to three (3) Nest Learning Thermostats ("Nest Thermostat") with your order of Google Fiber's Fiber 100 plan, Fiber 1000 plan, or any plan that includes TV service. This offer is subject to change or cancellation at any time.

Restrictions

- You can order up to three (3) Nest Thermostats.
- You must sign up as a new residential Google Fiber customer and select Fiber 100, Fiber 1000, or any plan that includes TV service to qualify for this offer.
- If there is an active Google Fiber account at your home or you or your landlord has an access agreement with Google Fiber, you are not eligible for this offer.
- If you downgrade to Basic Internet or cancel your Google Fiber order prior to the date of installation of your service ("Receipt Date"), you no longer qualify for this offer and the Nest portion of your order will be cancelled.
- If your fiberhood does not qualify for Google Fiber, your order will be cancelled.

Payment Authorization

You authorize Google Fiber to charge the credit card, debit card or other payment method you have chosen for your purchase in the total amount of your order (including any taxes).

Taxes

Your Nest Thermostat purchase is subject to tax, including sales tax. The price displayed on the Google Fiber site does not include any applicable taxes. The total amount of taxes charged to your payment method for your purchase will be presented on your initial bill.

Pricing Mistakes

Google Fiber tries very hard to make sure there are no mistakes in the prices that appear on the Google Fiber website. In the unlikely event that a mistake happens, you agree that Google Fiber will not be bound by that incorrect price, unless your credit card, debit card or other payment method you have chosen for your purchase has already been charged. If a mistake is discovered and you haven't been charged yet,

Google Fiber will let you know the correct price and you will be given the option to continue with your order at the correct price or cancel it.

Receipt Date

You will receive and own the Nest Thermostat(s) on the Receipt Date.

Compatibility

The Nest Thermostat may not be compatible with your home HVAC system. Check your home's compatibility at www.nest.com before ordering.

Use of the Nest Thermostat

Please carefully read any instructions that come with the Nest Thermostat, including instructions that may be available online. In order to make use of any enhanced functionality of your Nest Thermostat (including enhanced functionality available via the Nest application), you may have to sign in to your Nest account or open a Nest account if you do not have yet have one, and download the Nest application.

Cancellation

You can cancel your Nest Thermostat portion of your order prior to the Receipt Date by calling (866) 777-7550.

Return Policy

If you do not wish to keep your Nest Thermostat(s), you have up to thirty (30) days from the Receipt Date to return the Nest Thermostat(s) to your nearest Google Fiber Space. If you choose to return the Nest Thermostat(s), then you, and not Google Fiber, are solely responsible for uninstalling and replacing them. Google Fiber is not responsible for installing your old or any replacement thermostat. The returned Nest Thermostat(s) must be in good condition with its original packaging. Once Google Fiber has received your returned Nest Thermostat(s), Google Fiber will credit your Google Fiber account for the purchase price paid (if any). Generally, credits will appear in Google Fiber accounts in the billing cycle following receipt of any returns. No returns or refunds will be permitted more than thirty (30) days after the Receipt Date.

Warranty Information

The Nest Thermostat is manufactured by Nest Labs, Inc., whose principal place of business is at 3400 Hillview Ave., Palo Alto, CA 94304 ("[Nest](#)"). You acknowledge that Nest, as the manufacturer of the Nest Thermostat, provides a limited manufacturer's warranty for repairs and service of the Nest Thermostat. Please refer to the warranty card in the Nest Thermostat package or contact the Nest [support center](#) for details on the Nest Limited Warranty terms and how to make a claim under the Nest Limited Warranty. This additional warranty does not affect your legal rights.

DISCLAIMER

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GOOGLE FIBER, ITS SUPPLIERS AND CONTRACTORS DO NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT, WITH RESPECT TO THE NEST THERMOSTATS AND/OR INSTALLATION SERVICES.

LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GOOGLE FIBER, ITS PARENT, AND ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY, "GOOGLE PARTIES") SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU IN CONNECTION WITH THE NEST THERMOSTAT(S), INSTALLATION OR THESE TERMS, INCLUDING ANY LOSS OF DATA, WHETHER OR NOT A GOOGLE PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE GOOGLE PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE NEST THERMOSTAT(S), INSTALLATION OR THESE TERMS WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO GOOGLE FIBER UNDER THESE TERMS.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

No Waiver

If you do not comply with these terms, and Google Fiber does not take action right away, this does not mean that Google Fiber is giving up any rights that it may have (such as taking action in the future).

Severability

If it turns out that particular term is not enforceable, this will not affect any other terms.

Governing Law and Jurisdiction

The laws of California, U.S.A. apply to these terms, excluding California's choice of law rules, and will apply to any disputes arising out of or relating to these terms. Claims arising out of or relating to these terms will be subject to the exclusive jurisdiction and venue of the courts in Santa Clara County, California, U.S.A.