Terms of Service

VestaGuard Property Protection Innovations, Inc.

Effective date: October 23, 2026 **Last updated:** October 23, 2026

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1. Agreement to these terms

These Terms of Service ("Terms") are a binding agreement between you and Property Protection Innovations, Inc., a **‹STATE OF INCORPORATION›** corporation ("PPI," "we," "us," or "our"). They govern your use of the VestaGuard mobile application, the VestaGuard sensors and related hardware, and the VestaGuard monitoring service and web portals (together, the "Service").

By creating an account, installing the app, or using a VestaGuard device, you agree to these Terms and to our Privacy Policy. If you do not agree, do not use the Service.

You must be at least 18 years old and able to form a binding contract to use the Service.

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2. What VestaGuard is — and what it is not

Please read this section carefully. It describes the limits of what the Service can do.

VestaGuard monitors HVAC condensate drains and related equipment and sends notifications when it detects conditions that may indicate a problem. It is a convenience and early-warning tool intended to help you find equipment problems sooner than you otherwise might.

VestaGuard is not a life safety system. It is not a fire alarm, smoke detector, carbon monoxide detector, security system, medical device, or emergency response service. It is not monitored by human operators, and it does not summon emergency services. Do not rely on it for any purpose where failure could result in injury or death, and do not use it in place of smoke alarms, CO detectors, or any equipment required by code.

VestaGuard does not prevent damage. It reports conditions. Acting on those reports — shutting off equipment, clearing a drain, calling a technician — is your responsibility.

VestaGuard is not a replacement for a condensate overflow safety switch. Where a float switch or similar safety device is installed or required by code, VestaGuard supplements it and does not replace it. Do not remove, bypass, or disable any safety device in reliance on VestaGuard.

The Service depends on things outside our control. Notifications require working sensor batteries or power, a functioning Wi-Fi network and internet connection, available cellular or data service on your phone, functioning push notification and email delivery by Apple and other providers, and our cloud service being reachable. Any of these can fail or be interrupted. Alerts may be delayed, duplicated, or not delivered at all.

No detection system is perfect. VestaGuard may fail to detect a condition that exists, or may report a condition that does not exist. Sensor accuracy depends on correct installation, placement, maintenance, and environmental conditions.

VestaGuard does not replace maintenance, inspection, or insurance. You remain responsible for maintaining your equipment, complying with applicable codes, and carrying appropriate property insurance. Nothing in the Service should be understood as a representation that your insurer will reduce premiums or pay a claim.

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3. Your account

You need an account to use the Service. You agree to provide accurate information, to keep your account credentials and access to your email account secure, and to notify us promptly at admin@propertyprotectioninnovations.com if you believe your account has been accessed without your authorization.

You are responsible for activity that occurs under your account. If you invite others to a property, or accept an invitation to one, those people can see the sensors, readings, and alerts associated with that property.

You may delete your account at any time under **Account → Delete Account** in the app. Deleting your account ends monitoring and alerts for your sensors.

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4. Devices and installation

VestaGuard devices must be installed and configured according to our documentation. Improper installation, placement, wiring, or modification can cause the Service to fail to detect conditions or to report conditions that do not exist.

If a contractor, dealer, or installer set up your system, that person is not our agent, and we are not responsible for their work, their advice, or their access to your account. Your agreement with them is separate from these Terms.

You agree not to disassemble, modify, reverse engineer, or attempt to extract firmware or credentials from a VestaGuard device, or to use a device with any service other than ours.

Batteries. Battery-powered VestaGuard devices require the battery type specified in the product documentation. Using a different battery type or chemistry may cause the device to fail, to report inaccurately, to leak, or to stop monitoring without warning, and is not covered by any warranty.

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5. Firmware and software updates

We may deliver updates to device firmware and to the app, including automatically. Updates may add, change, or remove functionality. Some updates are necessary for the Service to keep working, and declining or blocking them may cause your devices to stop functioning correctly. You consent to receiving these updates.

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6. Monitoring service term and fees

Included service term. Each VestaGuard device sold as a finished product includes **three (3) years** of monitoring service for that device. The cost of that service is included in the purchase price of the device. There is no separate charge, no subscription to activate, and no payment method required during the included term.

When the term starts. The included term begins when the device is first successfully activated and claimed to an account — not when it is manufactured, shipped, or purchased. You can see the remaining term for each device in the app.

The term follows the device. The included term attaches to the device, not to your account. If you sell the property or transfer the device, the remaining term transfers with it. A device replaced under warranty carries the remaining term of the device it replaced; it does not start a new term.

Extending service. At the end of the included term, you may purchase an additional **three (3) years** of monitoring service for **$19.95**. Extensions are prepaid for the full term and **do not automatically renew.** We will not charge you anything unless you affirmatively purchase an extension. We will notify you before your term ends so you can decide.

Price changes. The extension price may change over time. The price in effect when you purchase is the price you pay for that term.

Grace period and what happens at expiry. If a term expires and is not extended, monitoring continues for a grace period of thirty (30) days without change. After the grace period, critical alerts for detected water conditions continue to be delivered, but advisory notifications, service digests, extended history, and other non-critical features may be suspended until service is extended. We will tell you in the app which features are affected.

Reactivation. You may purchase service for an expired device at any later time without reinstalling or reconfiguring it, and your history is preserved.

If we discontinue the Service. If we discontinue the monitoring service entirely during a term you have paid for, we will give you reasonable advance notice and refund the unused portion of any fee you paid us for that term, prorated. This is our entire obligation to you if the Service is discontinued.

Refunds. Except as stated above, fees for monitoring service are non-refundable once the term begins.

Devices supplied by a dealer, contractor, or manufacturer. If your device was supplied under an arrangement with an HVAC contractor, dealer, distributor, or equipment manufacturer, the service term and any fees may be governed by that arrangement instead. Your agreement with that party is separate from these Terms.

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7. Acceptable use

You agree not to:

- Use the Service in violation of any law or regulation
- Interfere with, disrupt, probe, or attempt to gain unauthorized access to the Service, our servers, or another user’s account or devices

- Use the Service to monitor a property you do not own, occupy, or have permission to monitor
- Scrape, bulk-export, or resell data from the Service, or use it to build a competing product
- Misrepresent your identity or your relationship to a property

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8. Your data

Our collection and use of information is described in our Privacy Policy.

You retain ownership of the information you provide. You grant us a non-exclusive, worldwide, royalty-free license to host, process, transmit, and display that information as necessary to provide the Service, and to create and use aggregated or de-identified data that does not identify you or your property — including to improve detection accuracy, battery performance, and firmware behavior.

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9. Feedback

If you send us suggestions, bug reports, or ideas, we may use them without restriction and without owing you compensation or attribution. This does not give us rights to your confidential information.

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10. Pre-release and beta software

Parts of the Service may be offered as beta, pre-release, or evaluation versions, including builds distributed through Apple TestFlight. Beta versions are provided as-is, may contain defects, may not detect conditions reliably, and may be changed or discontinued without notice. Do not rely on a beta version to protect property. Data created during a beta period may be reset or deleted.

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11. Intellectual property

We and our licensors own the Service, including the app, firmware, cloud service, documentation, and the VestaGuard name and logos. Subject to these Terms, we grant you a limited, personal, non-exclusive, non-transferable, revocable license to use the app and the Service with VestaGuard devices you own or are authorized to use. We reserve all rights not expressly granted.

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12. Hardware warranty

Evaluation and pre-production units. VestaGuard devices supplied as part of a beta, pilot, field trial, or pre-production program are provided for evaluation only. They are not sold to you, they carry no warranty of any kind, and they may contain defects, fail without notice, or be recalled. Do not rely on an evaluation unit to protect property. We may ask you to return evaluation units, and we may deactivate them at any time.

Units sold commercially. VestaGuard devices sold as finished products are covered by our Limited Hardware Warranty, which is provided with the product and available at https://www.vestaguard.ai/legal/warranty.html. That document is the complete statement of the warranty on VestaGuard hardware. It sets out the warranty period, what is and is not covered, exclusions for misuse, improper installation, unauthorized modification, water exposure beyond the device's rating, use of a non-specified battery, and normal battery depletion, how to make a claim, and the remedies available to you. Where the Limited Hardware Warranty and these Terms conflict on a hardware matter, the Limited Hardware Warranty controls.

Some jurisdictions do not allow the exclusion or limitation of implied warranties, or limits on remedies for consumer goods. Nothing in this section affects rights you have under applicable consumer protection law that cannot be waived by agreement.

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13. Disclaimer of warranties

EXCEPT AS EXPRESSLY STATED IN SECTION 12 OR IN A SEPARATE WRITTEN LIMITED HARDWARE WARRANTY, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT ALERTS WILL BE DELIVERED, OR THAT THE SERVICE WILL DETECT ANY PARTICULAR CONDITION.

Some jurisdictions do not allow the exclusion of certain warranties, so some of these exclusions may not apply to you.

14. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST DATA, LOSS OF USE, OR PROPERTY DAMAGE, ARISING OUT OF OR RELATING TO THE SERVICE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR TOTAL LIABILITY ARISING OUT OF OR RELATING TO THE SERVICE WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID US FOR THE DEVICES AND SERVICE IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED DOLLARS (**‹$100 — CONFIRM›**).

You acknowledge that these limits are a fundamental basis of this agreement. We price the Service on the assumption that we are not acting as an insurer of your property. The fee you pay is not consideration for assuming the risk of property loss. If you want protection against property damage, obtain insurance.

Nothing in these Terms limits liability that cannot be limited under applicable law, including liability for death or personal injury caused by our negligence, or for fraud. Some jurisdictions do not allow certain limitations, so parts of this section may not apply to you.

15. Indemnification

You agree to indemnify and hold harmless PPI and its officers, directors, employees, and agents from any claim, loss, or expense (including reasonable attorneys' fees) arising from your misuse of the Service, your violation of these Terms, your violation of any law, or your monitoring of a property you were not authorized to monitor.

16. Suspension and termination

You may stop using the Service and delete your account at any time. We may suspend or terminate your access if you violate these Terms, if we reasonably believe your use creates a security or legal risk, or if we discontinue the Service. We will make reasonable efforts to give advance notice of a planned discontinuation.

On termination, your license to use the app ends and monitoring and alerts stop. Sections 8, 9, 11, 13, 14, 15, and 17 survive.

17. Governing law and disputes

These Terms are governed by the laws of the State of **‹STATE›**, without regard to its conflict of laws rules.

‹DECISION REQUIRED — arbitration or courts.› The parties consent to the exclusive jurisdiction of the state and federal courts located in **‹COUNTY, STATE›** for any dispute arising out of or relating to these Terms or the Service, and waive any objection to venue in those courts.

18. Apple App Store terms

These terms apply if you obtained the app through the Apple App Store or TestFlight:

- These Terms are between you and PPI only, not with Apple. Apple is not responsible for the app or its content.
- Apple has no obligation to provide maintenance or support for the app.
- If the app fails to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any. Apple has no other warranty obligation.
- PPI, not Apple, is responsible for addressing any claim relating to the app, including product liability claims, claims that the app fails to conform to legal requirements, and claims under consumer protection or privacy law.
- PPI, not Apple, is responsible for investigating and resolving any third-party claim that the app infringes intellectual property rights.
- You represent that you are not located in a country subject to a U.S. Government embargo or designated as a terrorist supporting country, and that you are not on any U.S. Government list of prohibited or restricted parties.
- Apple and its subsidiaries are third-party beneficiaries of these Terms and may enforce them against you.

19. General

Changes. We may update these Terms. If changes are material, we will update the date above and give notice in the app or by email before they take effect. Continued use after the effective date means you accept the change.

Entire agreement. These Terms and the Privacy Policy are the entire agreement between you and us regarding the Service and supersede prior discussions.

Severability. If a provision is held unenforceable, the rest remains in effect and the unenforceable provision is modified to the minimum extent necessary.

No waiver. Our failure to enforce a provision is not a waiver of it.

Assignment. You may not assign these Terms without our consent. We may assign them in connection with a merger, acquisition, financing, or sale of assets.

Notices. We may give notice by email to the address on your account or by posting in the app. You may give notice to us at admin@propertyprotectioninnovations.com.

Force majeure. We are not liable for failures caused by events beyond our reasonable control, including power or network outages, natural disasters, and acts of third-party providers.

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20. Contact

Property Protection Innovations, Inc. 315 Spears Dr Pineland, TX 75968

Email: admin@propertyprotectioninnovations.com