

Terms and Conditions

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Mobile Link™ program

The Mobile Link™ program sends text messages over SMS regarding status changes for your generator ("Data"). Frequency is based on account setup. Enrollment is completed using the web site and requires a mobile phone number. Upon saving your preferences for the first time, you will receive a message confirming that you have opted into the Mobile Link™ program. You may opt out of this program at any time. Message and Data rates may apply. Contact your carrier for details. To stop receiving these messages, uncheck the option in your profile or text **"STOP"** to 877-590-6565. Text **"HELP"** to 877-590-6565 for help or information. Contact 855-436-8439 for additional assistance. Alerts sent via SMS may not be delivered to you if your phone is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of Generac and/or your wireless carrier may interfere with message delivery, including the customer's equipment, terrain, proximity to buildings, foliage, and weather. You acknowledge that urgent alerts may not be timely received, and that Generac and your wireless carrier do not guarantee that alerts will be delivered. By participating in the Mobile Link™ program, you agree to the Terms and Conditions. You acknowledge that you must contact your carrier for information regarding support of the Mobile Link program. The e-mails, texts, or information generated by the Mobile Link™ device shall hereinafter be referred to as the **"Data"**. The use of the Mobile Link™ device, login feature on MobileLinkGen.com™, as well as any application offered to access the same, shall hereinafter jointly be referred to as the **"Services"**.

Acknowledgments

You hereby acknowledge and agree that in order to transmit Data, Your Mobile Link™ device uses a cellular or other wireless service and that communication with the product involves and/or utilizes other wireless technologies, including Wi-Fi and/or Bluetooth® technology ("Wireless Service"). The Wireless Service involves radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical, or environmental conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting Wireless Service operation. Wireless Service and/or features may not be available in all areas. Wireless Service is only available within each applicable calling plan coverage area, within the operating range of the wireless systems, and with Equipment that is authorized to operate on the wireless network.

You acknowledge and agree that the Mobile Link™ program, Data and/or Services is not to be used for remote medical monitoring or other life critical applications.

You hereby agree that any failure by Mobile Link™ or the Services to perform as expected shall be excused in all cases including but not limited to a failure of a third party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, acts of God, strikes, other labor disturbance, severe weather conditions, fire, terrorism, riots, war, earthquakes, or any other causes beyond the affected Party's reasonable control.

You acknowledge that Generac does not guarantee your receipt of any alert through the Mobile Link™ program or the site, including but not limited to, any alert regarding carbon monoxide or automated generator shutoff. You acknowledge that it is Your sole responsibility to operate any Generac product in accordance with all product instructions and warnings, including but not limited to, instructions to operate a generator outdoors and away from windows, doors, vents, and crawl spaces. You acknowledge and agree that the Mobile Link™ program is not a substitute for following product instructions and warnings and that Generac has no liability for any failure of You to operate the product according to instructions and/or warnings, including, but not limited to, instructions to use a battery-operated carbon monoxide alarm indoors and installed according to the manufacturer's instructions. You acknowledge that the status of the generator can change at any time subsequent to any notification by the Mobile Link™ program and that Generac is not responsible or liable for any lack of notification relating to any such change in status, including but not limited to, any change that shuts down the generator.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS RELATED TO THE MOBILE LINK SERVICE AND THAT YOU ARE NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN GENERAC POWER SYSTEMS, INC. AND THE UNDERLYING CARRIER. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

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