

Reveal FirePRO Manual

A comprehensive guide to understanding and operating your Thermal Imaging Camera (TIC)



Table of Contents

- 1 Product Registration
- 2 Quick Start
 - 2.1 Charging the Battery
 - 2.2 Setting up your Device
 - 2.3 Home Screen
 - 2.4 Temperature color bar
- 3 Reveal FirePRO schematic
- 4 Modes
 - 4.1 Fire
 - 4.2 Survey
 - 4.3 Auto
- 5 Menu
 - 5.1 Gallery
 - 5.2 Temperature
 - 5.3 Device
 - 5.3.1 Date & Time
 - 5.3.2 Language
 - 5.3.3 Power
 - 5.3.4 Flashlight
 - 5.3.5 Watermark
 - 5.3.6 Restore
 - 5.4 About
- 6 Capturing a Photo
- 7 Downloading Images
- 8 Cleaning the Lens
- 9 Help and Customer Support
- 10 Troubleshooting
- 11 About Seek Thermal
- 12 Legal Disclaimer

1 Registering your product

- By sharing your name, email, and serial number, you enable us to send you product updates and tips and techniques. We can also expedite your warranty inquiries by knowing when and where you purchased.
- *NOTE: We do not – and will not- sell any consent or contact or personal data to any third-party!*

Product Registration

First Name: *

Last Name: *

Email: *

Country: *

Camera Type: *

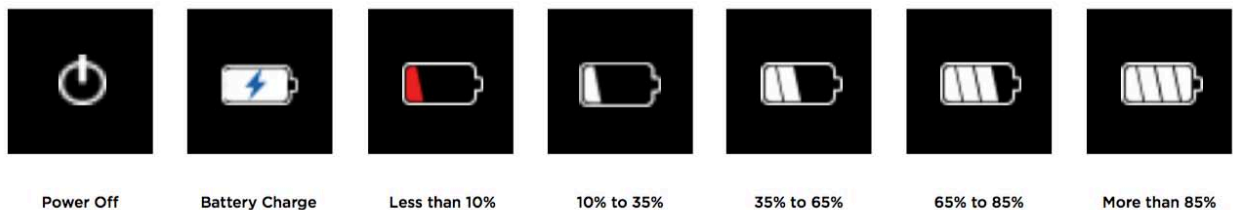
Serial Number: *

2 Quick Start

Custom designed for enabling speed and efficiency during disasters, the Reveal FirePRO has a unique interface all its own. Here is a list of steps to get you started:

2.1 Charging your Battery

1 For the best results, charge your Reveal FirePRO using the included USB cable. When the thermal camera is 'off', the Battery Charging screen will appear. The battery charge level will only appear when plugged in and the **LEFT** or **RIGHT** buttons are pressed.



NOTE: Reveal FirePRO will provide up to 4 hours of scanning time with a full charge.

2.2 Setting up your Device

1 To turn on your device, press the **CENTER** button and hold until the screen lights up. The button-function ribbon at the top of the screen defines the meaning of the three buttons above it. For each of the setup screens, use the **LEFT** and **RIGHT** buttons to navigate, and the **CENTER** button as the selector. For numerical fields, the **LEFT** button subtracts from the displayed value, while the **RIGHT** button adds to it, as the button-function ribbon indicates. To switch the device off, press and hold down the **CENTER** button for 2 seconds until screen goes dark.

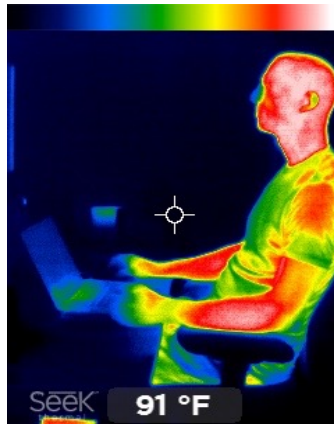
2 You will be directed to a screen that asks you to set up some basic information, including language, and date & time formats. Using the **RIGHT** and **LEFT** buttons, scroll down and select the appropriate fields, using the **CENTER** button to select and continue, concluding with the 'setup complete' screen.

NOTE: If you need to change any of the information input in the initial setup, or settings afterwards, you can always restore your device back to its factory settings by selecting "Restore" in the 'about' tab of your menu options. This option will reboot your device and ask you to input the same information as when it's first turned on. To conduct a hard

reset, press and hold the **CENTER** button for 30 seconds until the screen flashes on and off. This option can be useful for recalibrating the battery power settings if the device will not turn on.

2.3 Home Screen

Once you have completed the initial setup, you will be directed to the following screen:

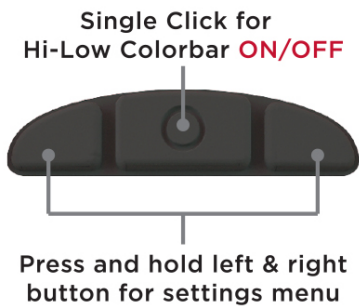


2.4 Temperature Color Bar

1 If you are at all familiar with any of the other Reveal models, you will immediately notice some differences. Unlike the other Reveal devices, pressing the **CENTER** button does not take you to the menu. Instead, it turns 'on' or 'off' special footers which frame the image while you scan.

2 The temperature color bar visually displays a temperature range up to 1022°F (550°C). The lower number in the temperature bar tells you at what temperature the image begins to be colorized. Anything below the bottom temperature will appear black and white, with high dynamic range, and anything above it will begin to be colorized. It also tells you which mode you are viewing the image through, and the numerical temperature located at the focal point of the reticle. The Seek Thermal watermark is located at the left-hand corner of the screen, and the battery life at the bottom right-hand corner of the screen.

3 Reveal FirePRO Schematic



4 Modes

The Reveal FirePRO has three different modes which have been optimized for First Responders. The following modes are as follows:

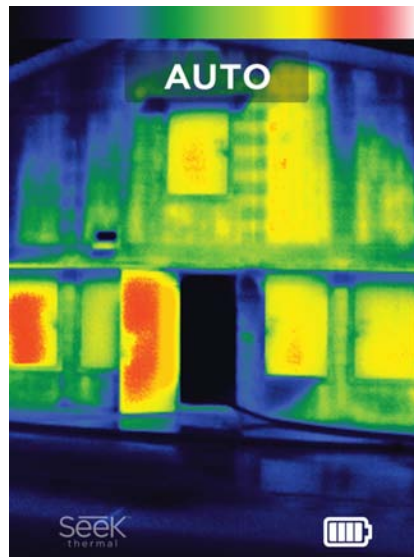
4.1 Fire- Displays an image in shades of black and grey which turn bright orange/red when areas of extreme heat are present. This mode is specifically designed for locating hotspots in fire during 360 size-ups and Overhaul.



4.2 Survey- Similar to Hi, a monochromatic filter of different shades of blue which turn white around warmer areas. This mode is optimal for helping locate downed personnel and victims during search and rescue.



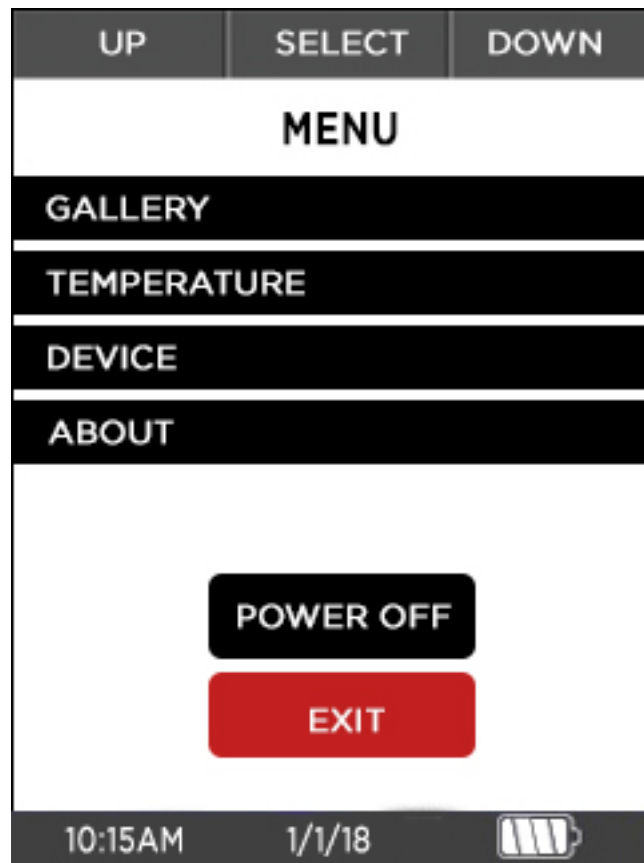
4.3 Auto – This is a demonstration mode and is best-suited for the classroom. which highlights areas of heat in red with colorful borders as the temperature decreases. While it's seldom used in the field, it's present simply to demo thermal imaging to third party observers.



To cycle through the different filters, press the **LEFT** button until you find the desired filter.

5 Menu

To access the menu, simultaneously press both the **LEFT** and **RIGHT** button and hold for at least one second. You will then be directed to the following screen:



The Menu gives you access to your gallery, switching temperature settings from Fahrenheit to Celsius, device settings, your flashlight, and device information.

5.1 Gallery

Entering the gallery allows you to view or delete your saved photos.

5.2 Temperature

Click on this option and use the **CENTER** button to choose between °F and °C for temperature viewing.

5.3 Device

Selecting 'device' opens a new screen that gives you the option of adjusting date, time and language, (settings that are setup when you first turn on your device) accessing flashlight and power settings, switching the Seek Thermal watermark that shows up while scanning 'on' or 'off', and restoring the device back to factory settings.

5.3.1 Date & Time

This option allows you to go back and adjust formats selected when you first set up the device. You may change time between military and standard time, and preferred date format.

5.3.2 Language

Choose between English, Spanish, French, and German for your cameras native language.

5.3.3 Power

Selecting the 'power' button will enable you to modify two settings, 'auto' & 'display'. In 'auto' you can choose whether the device will turn off after no interaction has been had for a selected period of time.

1 The default for 'auto' is set to 'off' to ensure the device will not accidentally trigger an automatic power off during an emergency. When on, it's set at a default of 15 minutes and can be adjusted higher or lower depending on your preferences. The function can be disabled at any time by switching it 'off', regardless of how much time is selected.

2 Display allows you to adjust the brightness of the LCD screen between 1-100%. Hold the **LEFT** or **RIGHT** button down to adjust the brightness lower or higher.

5.3.4 Flashlight

While other Reveal devices are limited to just 'high', 'low' and settings, the Reveal FirePRO includes a Strobe light option. This feature has been designed for helping locate downed firefighters in visually compromised scenarios.

1 In the flashlight setting, you can adjust the brightness level of the 'high' and 'low' settings, and toggle the strobe feature, which always uses 100% brightness to 'on' or 'off.'

2 To engage the flashlight, press the **SIDE** button on the right side of the camera. Pressing it four times will toggle you through the options 'high, 'low', 'strobe' and 'off'. The flashlight will work regardless of whether or not the camera is OFF.

5.3.5 Watermark

Press the **CENTER** button to turn the Seek Thermal watermark present at the bottom left of the scanning screen 'on' or 'off.'

5.3.6 Restore

Clicking on this will restore, then reboot your device back to its factory settings. Once you complete this step, you will need to re-enter time, date and language preferences before you return to the scanning screen.

5.4 About

Provides information about your devices serial number and firmware, and includes additional instructions for how to register your device on the Seek Thermal website.

6 Capturing a Photo

6.1 Taking a Photo

1 To take a photo, press the **RIGHT** button to capture an image.

2 The camera will immediately freeze frame and form a white border around the perimeter of the image. Because photo capture occurs instantaneously, the quality of the image will not be degraded if you accidentally or abruptly move your camera while the bar is still loading. The temperature value at the center of the screen will be saved to the image's metadata, which can be seen when viewed within .PNG files.

6.2 Reviewing your Photos

1 Take a look at your photos by pressing the **LEFT** and **RIGHT** button simultaneously to access the main menu, and pressing the **RIGHT** button to go to 'gallery'. Press the **CENTER** button to view the photos you have just taken.

2 Photos are displayed with the numerical temperature that was recorded at the point of the reticle, the date and time it was taken in the footer at the lower half of the screen, and the selected photograph number out of the entirety of photos present in your gallery. Use the **LEFT** and **RIGHT** buttons to scroll through them.

3 To exit gallery, press the **CENTER** button. This gives you the option to 'cancel' and go back to the gallery. Return to thermal imaging by pressing the '**exit**' button, or delete your selected photo.

7 Downloading Images

Images taken with Reveal FirePRO may be directly downloaded by removing the rubber back door from the end of your camera and connecting the USB cable from your computer to the device. You can copy or drag photos to your computer (Mac or PC) for storage. The photos are a standard .PNG format and can be edited, annotated, and inserted into documents easily. Reveal FirePRO will always save .PNG metadata such as temperature units, but only display spot temperature data if the reticle is switched to 'ON'.

NOTE: Always perform an on-screen eject or dismount on your computer before disconnecting the USB cable to prevent corruption of the SD memory card.

8 Cleaning the lens

At times, thermal images may begin to look cloudy or low quality despite having a focused camera. This may be due to particles of dirt on the lens. Cleaning your camera lens may help to clear up images and give higher quality images.

Required materials for cleaning:

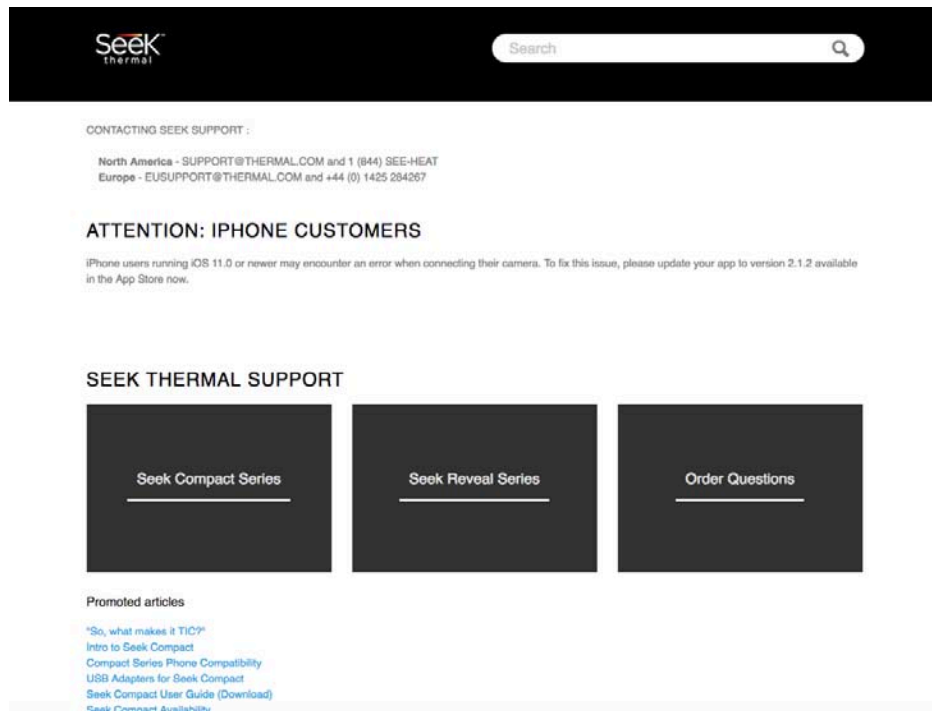
- Q-tip
 - isopropyl alcohol
1. Apply small amount of isopropyl alcohol to the clot of the Q-tip until slightly damp.
 2. Use the Q-tip to lightly rub the reflective inner lens of the camera until clean
 3. Lightly pat and dry the lens with a clean cloth and let air dry.

**NOTE:* Never use window cleaners, harsh chemicals, or cleaning solvents on your Reveal FirePRO, and never spray anything directly onto the screen.

9 Help and customer support

We're here to help! If you still need customer support for an issue not addressed above with your product, you may directly contact support within the camera under 'menu' → About → Get updates at. You may also email your request

(***Note:** Please include the information in the 'About' screen when contacting support if you have an issue.)



The screenshot shows the Seek Thermal website's support page. At the top left is the Seek Thermal logo. To its right is a search bar with the text "Search" and a magnifying glass icon. Below the logo and search bar, the text "CONTACTING SEEK SUPPORT :" is followed by contact information: "North America - SUPPORT@THERMAL.COM and 1 (844) SEE-HEAT" and "Europe - EUSUPPORT@THERMAL.COM and +44 (0) 1425 284267". A section titled "ATTENTION: IPHONE CUSTOMERS" contains a note: "iPhone users running iOS 11.0 or newer may encounter an error when connecting their camera. To fix this issue, please update your app to version 2.1.2 available in the App Store now." Below this is a section titled "SEEK THERMAL SUPPORT" with three dark grey buttons: "Seek Compact Series", "Seek Reveal Series", and "Order Questions". At the bottom, a "Promoted articles" section lists several links: "So, what makes it TIC?", "Intro to Seek Compact", "Compact Series Phone Compatibility", "USB Adapters for Seek Compact", "Seek Compact User Guide (Download)", and "Seek Compact Availability".

10 Troubleshooting

The device will not power on.

- a. Try plugging the device in with the supplied wall charger or another 1-amp-rated charger to ensure there is enough battery remaining.
- b. Try performing a hard system reset by holding down the **CENTER** button for thirty seconds, release and wait.
- c. If the device gets stuck at the welcome screen, please perform a hard reset to see if it fixes the problem. Battery power should be at least 40% to achieve optimal performance.
- d. If the flashlight works but the thermal imager does not turn on, try charging the device with a wall charger.

If the battery is completely discharged and thermal imaging won't start.

- a. Charge battery and power on your thermal camera.
- b. If screen displays all black, power-cycle your Reveal.

The thermal image appears blurry.

- a. Check that the lens is clear and clean.
- b. Check that the screen is clean.

The thermal image appears noisy.

- a. Has your flashlight been on for a long time?
- b. Have you suddenly cooled or heated the device quickly?

I cannot find the device on my computer when I plug it into my USB port.

Check your file system (Explorer in Windows, Finder in Mac OS) and check your external memory devices.

The flashlight is dimmer than usual.

Is your battery charged? The flashlight is an extremely high-powered light consuming a considerable amount of power. When the battery voltage drops to near empty, the

flashlight will begin to dim to preserve battery life and allow the thermal imager to work.

The camera keeps making a clicking noise.

There's no need to worry, this is perfectly normal and is simply the camera adjusting and calibrating the image to achieve the best image quality possible.

11 Legal

SEEK THERMAL RETURN AND WARRANTY POLICY FOR SEEK THERMAL CAMERA PRODUCT EFFECTIVE AS OF SEPTEMBER 25, 2014 ("Policy Date")

Seek Thermal, Inc. ("Seek") provides the following return and warranty policy (the "Return and Warranty Policy") for its products purchased directly from Seek via telephone or Seek's website, and a limited warranty for its thermal camera products that are purchased directly from Seek or an authorized Seek dealer (collectively "Covered Products"). All time periods for allowable returns and limited warranty claims run from the date (the "Purchase Date") that a purchaser first purchased Covered Products.

Return Policy for Covered Products

Covered Products in their original packaging may be returned for any reason within 30 days after the Purchase Date.

Limited Warranty for Covered Products

Covered Products are warranted for one year from the Purchase Date against defects in materials and workmanship. Seek will remedy a breach of this warranty either through repair or replacement of any affected Covered Products.

FURTHER TERMS, DETAILS AND INSTRUCTIONS

Effective Date, Revisions and Privacy Policy.

This Return and Warranty Policy shall be in effect as of the date listed above and may be revised at any time by Seek. Any purchaser of a Covered Product will only be bound by the version of the Return and Warranty Policy in effect at the time such purchaser purchased the Covered Product. Any information you provide Seek under this Return and Warranty Policy is handled by Seek in accordance with the current version of its privacy policy at

Scope of Warranty and Transferability.

No warranties or other return rights are provided by Seek for Covered Products except for those limited warranties and rights stated herein. Seek does not provide any promise or warranty of error-free operation of any Covered Products. The limited warranties described here do not apply for Covered Products that: (1) were used outside of the United States or Canada; (2) contain missing or altered serial numbers; (3) have missing housings or tampered packaging or casing; or (4) has defects or performance problems caused by third party accessories, parts or components. Seek may also provide service or repair options to you for any Covered Product that does not contain defects that result in a breach of the limited warranties contained herein. The rights under this limited warranty may be transferred to a subsequent purchaser of a Covered Product if such subsequent purchaser complies with Seek's registration process for transferring the limited warranty rights. The time periods applicable to Covered Products are based upon the original Purchase Date and any transfer of limited warranty rights does not extend or re-start the one year period for making limited warranty claims.

Warranty Claim - Initial Procedure.

If you discover what you believe is a breach of the warranty for a Covered Product, please contact customer support personnel are available to assist you in diagnosing problems you may encounter in the use of a Covered Product, and to determine whether you are entitled to Seek repairing or replacing a Covered Product as part of our warranty coverage. Any Covered Product that you believe has caused Seek to breach the limited warranties herein are referred to as an "Affected Covered Product."

Possible Remedies for Warranty Breaches and Time Period.

If Seek determines it has breached the limited warranties offered under this Return and Warranty Policy, we will either repair or replace the Affected Covered Product and Seek may provide a repaired or replacement Covered Product that is a refurbished product. Any provisions of repair or replacement will not extend the limited warranty period.

Terms of Service

Last updated: September 23, 2014

These Seek Thermal Application License and Terms of Service (the "Terms") govern the relationship between you and Seek Thermal, (hereinafter, "Seek Thermal," "us," or "we") regarding your use of Seek Thermal's iOS, Android or other type of application (the "Application") licensed by Seek Thermal for use with Seek Thermal's camera and hardware products ("Products"), your use of Products and your use of related services that complement or facilitate use of the Application or Products ("Services"). The Application, Products and Services collectively are "Seek Products and Services." The terms "you," "your," and "yours" refer to the person or entity who is bound by these Terms and is accessing, viewing, browsing, visiting or using any of the Seek Products and Services.

Services are not intended to be provided to and are not offered to anyone under the age of 13 and if you are under the age of 13, we do not ask you for any information about yourself or your use of Products and you will not use Services or provide any information about yourself or your use of Products to us. If you are under the age of 18, do not enter into these Terms without the permission of your legal guardian.

Use of the Seek Products and Services is also governed by Seek Thermal's Privacy Policy, the most current version

IMPORTANT – PLEASE READ CAREFULLY – THESE TERMS CREATE A LEGALLY BINDING AGREEMENT WHICH GOVERNS YOUR USE OF THE SEEK PRODUCTS AND SERVICES. BY USING THE APPLICATION OR PRODUCTS OR BY ACCESSING OR USING THE SERVICES OR ANY CONTENT OFFERED THROUGH THE SEEK THERMAL WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND, WITHOUT LIMITATION OR QUALIFICATION, BY THESE TERMS. IF YOU DO NOT ACCEPT ANY OF THESE TERMS, YOU AGREE TO NOT USE SEEK PRODUCTS AND SERVICES AND ARE PROHIBITED FROM DOING SO. IF YOU HAVE ALREADY PURCHASED PRODUCT AND DO NOT WISH TO BE BOUND BY THESE TERMS, YOU MAY RETURN PRODUCT FOR A FULL REFUND BY CONTACTING

1. Licenses and Restrictions and Products Related Provisions.

1.1 License Grant for Services. Subject to your agreement and continuing compliance with these Terms and any other relevant Seek Thermal policies, Seek Thermal grants you a non-exclusive, non-transferable, revocable limited license to access and use the Services either through use of the Application or through a web browser. Anyone else who has been granted a right to use the Services is referred to generally as "Other Users" and you and Other Users are referred to as "All Users."

1.2 Accounts. Certain parts of the Services may require that you create an account (an "Account") for accessing and managing your use of that part of the Services and certain parts of Services may not be available without an Account.

1.3 License Grant for Application and Application Related Terms. Subject to your agreement and continuing compliance with these Terms and any other relevant Seek Thermal policies, Seek Thermal grants you a non-exclusive, non-transferable, revocable limited license to install and run a copy of the Application. You agree not to reproduce or distribute any copies of the Application and not to reverse engineer, decompile, disassemble or otherwise seek to view the source code for the Application. You will update the Application to the latest version or remove the Application from the device that the Application is stored on upon request of Seek Thermal.

1.4 Other Obligations and Restrictions. You are responsible for complying with all terms imposed by the entity distributing the Application. You are responsible for obtaining all hardware necessary to run the Application and for any fees, including, but not limited to internet connection, data, or mobile carrier fees that you incur when accessing the Services. You agree that you will at all times comply with all laws and regulations when using Seek Products and Services.

1.5 Restrictions on Access to Services: The following restrictions apply to the use of the Services:

(b) You accept full responsibility for any unauthorized use of the Services by anyone who uses your Account login or other information pretending to be you;

- (c) You shall not create an Account using a false identity or false information, or on behalf of someone other than yourself;
- (d) You shall not have an Account or use the Services if your Account or right of access has previously been removed by Seek Thermal or you have previously been banned from using the Services;
- (e) You shall not rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account to anyone without Seek Thermal's written permission;

1.6 Account Information and Management.

(a) **Information Provided When Setting Up Account.** If you are age 13 or over, when creating or updating an Account on the Services, you are required to provide Seek Thermal with certain personal information, which may include (but is not limited to) your name, e-mail address, and, in some cases, payment information ("Account Information"). Account Information will be held and used in accordance with the Privacy Policy. You agree that you will supply accurate and complete Account Information to Seek Thermal, and that you will keep such information current.

(b) **Login Information.** During the Account creation process, you will be required to select a username and password ("Login Information"). The following rules govern the security of your Login Information:

(i) You shall not share the Account or the Login Information, nor let anyone else access your Account or do anything else that might jeopardize the security of your Account;

(ii) In the event you become aware of, or reasonably suspect, any breach of security, including without limitation any loss, theft or unauthorized disclosure of the Login Information, you must immediately notify Seek Thermal and modify your Login Information;

(iii) You are solely responsible for maintaining the confidentiality of the Login Information and you will be responsible for all uses of the Login Information, including purchases, whether or not authorized by you; and

(iv) You are responsible for anything that happens through your Account.

(c) **Reclaiming Usernames.** Seek Thermal reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates the third party's rights.

1.7 License and Account Limitations and Prohibitions.

(a) **General Effects of Violations.** Any use of the Services in violation of these Terms is strictly prohibited, can result in the immediate revocation of your limited licenses granted by Sections 1.1 and 1.3, and may subject you to liability for violations of law.

(b) **Activity Prohibitions.** You agree that you will not, under any circumstances:

(i) Engage in any act that Seek Thermal deems to be in conflict with the spirit or intent of the Services, including but not limited to circumventing or manipulating these Terms;

(ii) Advertise, solicit or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages to anyone;

(iii) Use the Services in connection with any violation of any applicable law or regulation, or do anything that promotes the violation of any applicable law or regulation;

(iv) Without Seek Thermal's express written consent, modify or cause to be modified any files or content that are used to offer the Services;

(v) Disrupt, overburden, or aid or assist in the disruption or overburdening of (1) any computer or server used to offer or support the Services (each a "Server") or (2) the enjoyment of the Services by any other person;

(vi) Institute, assist or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks upon the Services or other attempts to disrupt the Services or any other person's use or enjoyment of the Services;

(vii) Attempt to gain unauthorized access to the Services, Third Party Accounts, Servers or networks connected to the Services by any means other than the Application, including but not limited to circumventing or modifying, attempting to circumvent or modify or encouraging or assisting any other person to circumvent or modify, any security, technology, device or software that is part of the Services;

(viii) Post any information that is abusive, threatening, obscene, defamatory, libelous or racially, sexually, religiously or otherwise objectionable or offensive;

(ix) Post any information that contains nudity, excessive violence or offensive subject matter or that contains a link to such content;

(x) Attempt to, or harass, abuse, harm, or advocate or incite harassment, abuse or harm of another person or group of persons, including Seek Thermal employees or customer service representatives;

- (xi) Post, distribute or make available through the Services any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity or other right of any person or entity or impersonates any other person;
- (xii) Transmit unauthorized communications through the Services, including junk mail, chain letters, spam and any materials that promote malware, spyware and downloadable items;
- (xiii) Interfere or attempt to interfere with the proper functioning of the Services or connect to or use the Services in any way not expressly permitted by these Terms;
- (xiv) Engage in the unauthorized access to Accounts of Other Users;
- (xv) Intercept, examine or otherwise observe any proprietary communications protocol used by a client, a Server or the Services, whether through the use of a network analyzer, packet sniffer or other device;
- (xvi) Make any automated use of the Services or take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure, as we determine in our sole discretion;
- (xvii) Bypass any robot exclusion headers or other measures we take to restrict access to the Services or use any software, technology or device to send content or messages, scrape, spider or crawl the Services, or harvest or manipulate data;
- (xviii) Use, facilitate, create or maintain any unauthorized connection to the Services, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate, any part of the Services or (2) any connection using programs, tools or software not expressly approved in writing by Seek Thermal;
- (xix) Copy, modify or distribute rights or content from any Seek Thermal site, including but not limited to content that contains or is protected by Seek Thermal's copyrights or trademarks or use any method to copy or distribute the content of the Services, except as specifically allowed in these Terms;
- (xx) Solicit or attempt to solicit personal information from other users of the Services;
- (xxi) Collect, harvest or post anyone's private information, including personally identifiable information (whether in text, image or video form), identification documents or financial information through the Services; or
- (xxii) Upload or transmit (or attempt to upload or to transmit), without Seek Thermal's express written permission, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms").

1.8 Suspension and Termination of Account and Services:

- (a) **FAILURE TO COMPLY.** WITHOUT LIMITING ANY OTHER REMEDIES, SEEK THERMAL MAY LIMIT, SUSPEND, TERMINATE, MODIFY OR DELETE ACCOUNTS OR ACCESS TO SERVICES OR PORTIONS THEREOF IF YOU ARE, OR SEEK THERMAL SUSPECTS THAT YOU ARE, FAILING TO COMPLY WITH ANY OF THESE TERMS OR FOR ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF THE SERVICES, WITH OR WITHOUT NOTICE TO YOU. YOU CAN LOSE YOUR USER NAME AND PERSONA AS A RESULT OF ACCOUNT TERMINATION OR LIMITATION, AS WELL AS ANY BENEFITS, PRIVILEGES, EARNED ITEMS AND PURCHASED ITEMS ASSOCIATED WITH YOUR USE OF THE SERVICES AND SEEK THERMAL IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES OR RESULTS.
- (b) **IP INFRINGEMENT.** WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY LIMIT, SUSPEND OR TERMINATE THE SERVICES AND ACCOUNTS OR PORTIONS THEREOF, PROHIBIT ACCESS TO OUR SITES AND THEIR CONTENT, SERVICES AND TOOLS, DELAY OR REMOVE ANY CONTENT AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT USERS FROM ACCESSING THE SERVICES IF WE BELIEVE THAT YOU ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF OUR TERMS OR POLICIES. ADDITIONALLY, WE MAY, IN APPROPRIATE CIRCUMSTANCES AND AT OUR SOLE DISCRETION, SUSPEND OR TERMINATE ACCOUNTS OF USERS WHO MAY BE REPEAT INFRINGERS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.
- (c) **Right to Cease Services.** Seek Thermal reserves the right to stop offering and/or supporting the Services or part of the Services at any time, at which point your license to use the Services or a part thereof will be automatically terminated. In such event, Seek Thermal shall not be required to provide refunds, benefits or other compensation to users in connection with such discontinued Services.
- (d) **Termination of Account.** Termination of your Account can include disabling your access to the Services or any part thereof, including any content you submitted or that others submitted. If your Account is terminated, you

agree that Seek Thermal does not have to give you access or copies of any content you have submitted as part of the Services.

(e) Cancellation of Account. You may cancel any Account registered to you at any time by emailing

1.9 Products Related Terms. Any use of Products requires separate purchase by you of Products. Products may contain limited warranties and the terms and applicability of such warranties are as listed at

1.10 Intellectual Property Ownership in Seek Products and Services. All intellectual property rights in Seek Products and Services (including without limitation any computer code, concepts, artwork, animations, sounds, musical compositions, audio-visual effects and text contained within) are owned by Seek Thermal or its licensors.

1.11 Third Party Notices. Certain licensors require that we provide you with notices and license terms or that we distribute such notices or license terms with the Application. You acknowledge that such notices and license terms and any other related information can be found a and that you consider yourself to have received all notices and copies of such license terms.

2. Contributed Content.

2.1 Content Generally. "User Content" means any communications, videos, images, sounds and all the material, data and information that you upload or transmit through the Services. By transmitting or submitting any User Content while using the Services, you affirm, represent and warrant that such transmission or submission (a) is accurate, not confidential information of any party and does not defame any individual or entity; (b) is not in violation of any laws, contractual restrictions or other third party rights, and that you have permission from any third party whose personal information or intellectual property is comprised in the User Content; (c) the exercise of the rights by Seek Thermal granted by you herein in User Content will not result in any infringement of the intellectual property rights of any third party or violate or misappropriate any rights of publicity or privacy of any third party and (d) is free of viruses, adware, spyware, worms or other malicious code. You further represent and warrant that you have all rights necessary to transmit User Content to Seek Thermal and to grant the rights in User Content granted to Seek Thermal under these Terms. You acknowledge and agree that any of your personal information within such content will at all times be processed by Seek Thermal in accordance with its Privacy Policy.

2.2 License to User Content. You hereby grant Seek Thermal a perpetual, irrevocable, worldwide, fully paid-up and royalty free, non-exclusive, sub licensable, assignable, unlimited license and right to copy, reproduce, fix, adapt, modify, improve, translate, reformat, create derivative works from, manufacture, introduce into circulation, commercialize, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice, in any way now known or in the future discovered, your User Content as well as all modified and derivative works thereof. Seek Thermal will only exercise the rights granted in this Section 2.2 to offer or to facilitate the offering of the Services and to improve, modify and market our products and services. To the extent permitted by applicable laws, you hereby waive any moral rights or any of your rights of publicity or privacy you may have in any User Content.

2.3 Content Screening.

(a) No Responsibility. Seek Thermal assumes no responsibility for the conduct of any user submitting any User Content and assumes no responsibility for monitoring the Services for inappropriate content or conduct.

(b) No Pre-Screening. We do not, and cannot, pre-screen or monitor all User Content. However, at our discretion, our representatives or technology may monitor and/or record your interaction with the Services or communications (including without limitation chat text) when you are using the Services.

(c) Consent to Monitoring. By entering into these Terms, you hereby provide your irrevocable consent to such monitoring and recording. You acknowledge and agree that you have no expectation of privacy concerning the transmission of any User Content, including without limitation chat text or voice communications.

(d) Options Regarding User Content. Seek Thermal may reject, refuse to post or delete any User Content for any or no reason, including, but not limited to User Content that in the sole judgment of Seek Thermal violates these Terms.

(e) Storage Capacity. Seek Thermal reserves the right to limit the amount of User Content that you post on, through or in connection with the Services, in its sole discretion, based upon the amount of storage capacity that Seek Thermal allocates for User Content.

(f) Options Retained but No Responsibility; Certain Rights Regarding User Content. If at any time Seek Thermal chooses, in its sole discretion, to monitor the Services, Seek Thermal assumes no responsibility for User Content and assumes no obligation to modify or remove any inappropriate User Content. We have the right, but not the obligation, in our sole discretion to edit, refuse to post or remove any User Content.

2.4 User Interactions.

(a) Responsibility for Interactions. You are solely responsible for your interactions with Other Users and any other parties with whom you interact through the Services. Seek Thermal reserves the right, but has no obligation, to become involved in any way with these disputes.

(b) Release for Disputes. If you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

3. Fees and Purchase Terms. You agree to pay any and all fees and applicable taxes, if any, incurred by you through use of the Services or anyone using an Account registered to you. Any required fees will be specified as part of the Services or when you must register your Account. Seek Thermal reserves the right in the future to charge fees for any parts of the Services that may have previously been offered without a fee. You agree that Seek Thermal in the future may offer premium services as part of the Services that may require fees or additional fees. Seek Thermal may revise the pricing for the goods and services offered through the Services at any time. YOU ACKNOWLEDGE THAT SEEK THERMAL IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED PARTS OF THE SERVICES WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

4. Third Party Advertising.

4.1 Third Party Advertisements. You understand that the Services may feature advertisements from Seek Thermal or third parties. Seek Thermal's disclosure of information for third party advertising is addressed in the Privacy Policy.

4.2 Links to Third Party Sites and Dealings with Advertisers. Seek Thermal may provide links on the Services to third party websites or vendors who may invite you to participate in a promotional offer in return for receiving a benefit. Any charges or obligations you incur in your dealings with these third parties are your responsibility. Seek Thermal makes no representations or warranties regarding any content, goods and/or services provided by any third party even if linked from our Services, and will not be liable for any claims relating to any third-party content, goods and/or services. The linked sites are not under the control of Seek Thermal and may collect data or solicit personal information from you. Seek Thermal is not responsible for their content, business practices or privacy policies, or for the collection, use or disclosure of any information those sites may collect. Further, the inclusion of any link does not imply endorsement by Seek Thermal of these linked sites.

5. Copyright Notices; Complaints. It is Seek Thermal's policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (the "DMCA"). For more information, please go to Seek Thermal's "Copyright Page" to review our DMCA procedures. Seek Thermal reserves the right to terminate without notice any user's access to the Services if that user is determined by Seek Thermal to be a "repeat infringer." In addition, Seek Thermal accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials.

6. Updates to the Services and Application.

6.1 Updates to Services. You understand that the Services undergo frequent changes. Seek Thermal may require that you accept updates to the Services or to the Application in order to continue using the Services or Application. You acknowledge and agree that Seek Thermal may update the Services without notifying you.

6.2 Updates to the Application. The Services may not be fully functional if you use a version of the Application other than the latest version of the Application and you agree to cease use of an older version of the Application if requested by Seek Thermal or Seek Thermal publicizes that only the most recent version of the Application should be used by Application users.

7. Disclaimer; Limitations; Waivers on Liability; Indemnification.

7.1 Disclaimer of Warranties.

(a) APPLICATION AND SERVICES PROVIDED "AS IS". YOU EXPRESSLY AGREE THAT USE OF THE APPLICATION AND SERVICES IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD THE SHORTER OF THIRTY (30) CALENDAR DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED).

(b) LIMITED WARRANTIES FOR PRODUCTS. THE PRODUCTS MAY HAVE CERTAIN LIMITED WARRANTIES. SEE SECTION 1.9 ABOVE FOR MORE INFORMATION.

(c) NO WARRANTY OF ERROR-FREE OPERATION AND ASSUMPTION OF RISK. WITHOUT LIMITING THE FOREGOING, NEITHER SEEK THERMAL NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS (COLLECTIVELY, "SEEK THERMAL PARTIES") WARRANT THAT THE SEEK PRODUCTS AND SERVICES WILL PERFORM IN AN UNINTERRUPTED OR ERROR-FREE MANNER. YOU ASSUME ALL RISK FOR USE OF SEEK PRODUCTS AND SERVICES AND ARE COMPLETELY RESPONSIBLE FOR TAKING ALL SAFETY AND SECURITY PRECAUTIONS NECESSARY FOR THE USE OF SEEK PRODUCTS AND SERVICES.

(d) NO WARRANTY REGARDING ACCESS TO ACCOUNTS AND CONTENT. SEEK THERMAL DOES NOT GUARANTEE THAT ANY INDIVIDUAL OR ANYONE WHO IS PART OF "ALL USERS" WILL ALWAYS BE PREVENTED FROM VIEWING INFORMATION OR CONTENT THAT THE SERVICES INTENDED TO NOT BE AVAILABLE TO SUCH INDIVIDUAL. SEEK THERMAL DOES NOT WARRANT THAT ALL CONTENT OR INFORMATION POSTED BY ANY OF ALL USERS WILL REMAIN AVAILABLE AT ALL TIMES OR WILL NEVER BE DELETED, CORRUPTED OR OTHERWISE UNAVAILABLE. SEEK THERMAL DOES NOT WARRANT THAT USER INFORMATION OR ANY INFORMATION POSTED BY A USER WILL BE KEPT FROM ANY PARTICULAR INDIVIDUAL WHO EITHER HACKS OR ENGAGES IN UNAUTHORIZED ACCESS TO SUCH CONTENT OR INFORMATION OR IS MISTAKENLY GRANTED ACCESS BY SEEK THERMAL OR THROUGH THE SERVICES.

7.2 Limitations; Waivers of Liability.

(a) DISCLAIMER OF INDIRECT DAMAGES. YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICES UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT THE SEEK THERMAL PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICES.

(b) NOT RESPONSIBLE FOR THIRD PARTY CONDUCT. YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT THE SEEK THERMAL PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE SEEK THERMAL PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER ACCOUNT HOLDERS OR USERS OF THE SERVICES AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF THE SERVICES AND EXTERNAL SITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

(c) DISCLAIMER MAY NOT BE APPLICABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THE SECTION MAY NOT APPLY TO YOU.

7.3 Indemnification. You agree to defend, indemnify, save, and hold the Seek Thermal Parties harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the Services, any violation by you of these Terms or any breach of the representations, warranties and covenants made by you herein. Seek Thermal reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Seek Thermal and you agree to cooperate with Seek Thermal's defense of these claims. Seek Thermal will use reasonable efforts to notify you of any such claim, action or

proceeding upon becoming aware of it. You agree that the provisions in this paragraph will survive any termination of your Account or of the Services.

8. Dispute Resolution.

8.1 General. If you are an EU resident, this Section 8 does not apply towards any disputes or claims you may have regarding the Privacy Policy and the Privacy Policy contains dispute resolution terms for EU residents. If a dispute arises between you and Seek Thermal, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. Accordingly, you and Seek Thermal agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or our services (a "Claim") in accordance with one of the subsections below or as we and you otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution by going to Customer Support. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation. Other than those matters listed in Section 8.2, you and Seek Thermal agree to seek resolution of the dispute only through arbitration of that dispute in accordance with the terms of this Section 8, and not litigate any dispute in court. Arbitration means that the dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury.

8.2 Exclusions from Arbitration. YOU AND SEEK THERMAL AGREE THAT ANY CLAIM FILED BY YOU OR BY SEEK THERMAL IN SMALL CLAIMS COURT OR BY SEEK THERMAL RELATED TO PROTECTION OF SEEK THERMAL'S OR ANY SEEK THERMAL LICENSOR'S INTELLECTUAL PROPERTY ARE NOT SUBJECT TO THE ARBITRATION TERMS CONTAINED IN THIS SECTION 8.

8.3 RIGHT TO OPT OUT OF BINDING ARBITRATION AND CLASS ACTION WAIVER WITHIN 30 DAYS. IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER IN THIS SECTION 8, YOU MUST NOTIFY SEEK THERMAL IN WRITING WITHIN THIRTY (30) DAYS OF THE DATE THAT YOU ACCEPT THIS AGREEMENT. YOUR WRITTEN NOTIFICATION MUST BE MAILED TO SEEK THERMAL TERMS ADMINISTRATOR, 6489 CALLE REAL, SUITE E, SANTA BARBARA, CA 93117 AND MUST INCLUDE: (1) YOUR NAME, (2) YOUR ADDRESS, (3) YOUR USERNAME AND (4) A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH SEEK THERMAL THROUGH ARBITRATION.

8.4 Class Action Waiver. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS BOTH YOU AND SEEK THERMAL SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION.

8.5 Initiation of Arbitration Proceeding; Selection of Arbitrator. If you or Seek Thermal elect to resolve your dispute through arbitration, the party initiating the arbitration proceeding may initiate it with the American Arbitration Association ("AAA"), _____, or JAMS _____. The terms of this Section 8 govern in the event they conflict with the rules of the arbitration organization selected by the parties.

8.6 Arbitration Procedures. Because the software and/or service provided to you by Seek Thermal concern interstate commerce, the Federal Arbitration Act ("FAA") governs the arbitrability of all disputes. However, applicable federal or state law may also apply to the substance of any disputes. For claims of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes ("Supplementary Procedures") shall apply, including the schedule of arbitration fees set forth in Section C-8 of the Supplementary Procedures; for claims over \$75,000, the AAA's Commercial Arbitration Rules and relevant fee schedules for non-class action proceedings shall apply. The AAA rules are available at _____. Further, if your claims do not exceed \$75,000 and you provided notice to, and negotiated in good faith with, Seek Thermal as described above, and if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorneys' fees and costs as determined by the arbitrator, in addition to any rights to recover the same under controlling state or federal law afforded to Seek Thermal or you. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be binding and final, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

8.7 Location of Arbitration. You or Seek Thermal may initiate arbitration in either Santa Barbara County, California or the county in which you reside. In the event that you select the county of your residence, Seek Thermal may transfer the arbitration to Santa Barbara County, California in the event that it agrees to pay any additional fees or costs you incur as a result of the change in location, as determined by the arbitrator.

8.8 Severability. If any clause within this Section 8 (other than the Class Action Waiver clause of Section 8.4) is found to be illegal or unenforceable, that clause will be severed from this Section 8 and the remainder of this Section 8 will be given full force and effect. If the Class Action Waiver (Section 8.4) clause is found to be illegal or unenforceable, this entire Section 8 will be unenforceable and the dispute will be decided by a court and you and Seek Thermal each agree to waive in that instance, to the fullest extent allowed by law, any trial by jury.

8.9 Continuation. This Section 8 shall survive any termination of the Terms.

9. General Provisions.

9.1 Updates to the Terms and Privacy Policy.

(a) Seek Thermal reserves the right, at our discretion, to change, modify, add or remove portions of these Terms and its Privacy Policy at any time by posting the amended Terms or Privacy Policy through the Services. If we have your contact information or email information, you may also be given additional notice, such as an e-mail message or messaging within the Services, of any changes. You will be deemed to have accepted such changes by continuing to use the Services. Except as otherwise stated, all amended terms shall automatically be effective thirty (30) calendar days after they are initially posted. Seek Thermal may also revise other policies, codes or rules at any time and the new versions will be available on _____ or via the Services. No amendment to the Terms or Privacy Policy shall apply to any dispute of which Seek Thermal had actual notice before the date of the amendment.

(b) If Seek Thermal revises these Terms or its Privacy Policy and seeks your consent to be bound by such revised Terms or revised Privacy Policy and you do not agree to be bound by such revised Terms or revised Privacy Policy before using the Services again, then notwithstanding anything to the contrary, Seek Thermal reserves the right to terminate your Account and use of the Services.

(c) If at any point you do not agree to any portion of the then-current version of our Terms, the Privacy Policy or any other Seek Thermal policy, rules or codes of conduct relating to your use of the Services, your license to use the Services shall immediately terminate, and you must immediately stop using the Services.

(d) To the extent the Terms or Privacy Policy conflict with any other Seek Thermal terms, policy, rules or codes of conduct, the terms contained in these Terms and in the Privacy Policy shall govern.

9.2 Severability. You and Seek Thermal agree that if any portion of these Terms or of the Privacy Policy is found illegal or unenforceable, in whole or in part, by any court of competent jurisdiction, such portion shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

9.3 Assignment. Seek Thermal may assign or delegate these Terms and/or the Privacy Policy, in whole or in part, to any person or entity at any time without your consent. You may not assign or delegate any rights or obligations under the Terms or the Privacy Policy without Seek Thermal's prior written consent and any unauthorized assignment and delegation by you is ineffective.

9.4 Supplemental Policies. Seek Thermal may publish additional policies related to specific services such as forums, contests or loyalty programs. Your right to use such services is subject to those specific policies and these Terms.

9.5 Entire Agreement. These Terms, any supplemental policies and any documents expressly incorporated by reference herein (including the Privacy Policy) contain the entire understanding of you and Seek Thermal, and supersede all prior understandings of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and us with respect to the Services.

9.6 No Waiver. The failure of Seek Thermal to require or enforce strict performance by you of any provision of these Terms or the Privacy Policy or failure to exercise any right under them shall not be construed as a waiver or relinquishment of Seek Thermal's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by Seek Thermal of any provision, condition or requirement of these Terms or the Privacy Policy shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers or other acts or omissions by Seek Thermal shall be deemed a modification of these Terms nor legally binding, unless documented in physical writing, hand signed by you and a duly appointed officer of Seek Thermal.

9.7 Notices. We may notify you via postings on _____ and via e-mail or any other communications means through contact information you provide to us. All notices given by you or required from you under these

Terms or the Privacy Policy shall be in writing and addressed to the address in this Section 9.7. Any notices that you provide without compliance with this Section 9.7 shall have no legal effect.

Seek Thermal, Inc. 6489 Calle Real, Suite E Santa Barbara, CA 93117 Attn: Terms Administrator

9.8 Equitable Remedies. You acknowledge that the rights granted and obligations made under these Terms to Seek Thermal are of a unique and irreplaceable nature, the loss of which shall irreparably harm Seek Thermal and which cannot be replaced by monetary damages alone, so that Seek Thermal shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation of the Services, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Services or any content or other material used or displayed through the Services and agree to limit your claims to claims for monetary damages, limited by Section 7.2 (if any).

9.9 Force Majeure. Seek Thermal shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Seek Thermal, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Seek Thermal's control, such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, shortages of transportation facilities, fuel, energy, labor or materials.