

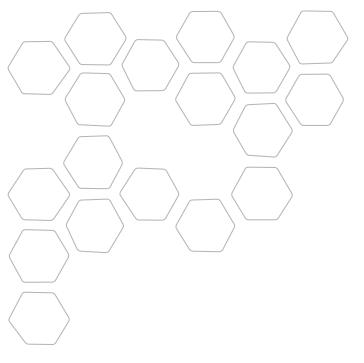
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SMART THERMOSTAT User Manual



CONTENTS

Getting started	2
Using the touch screen	3
Cleaning the touch screen	6
Displaying the information about your	
Smart Thermostat	6
Connecting your Smart Thermostat to	
the internet	7
Setting up your Smart Thermostat	10
Programming your Smart Thermostat	14
Scheduling a vacation	17
Understanding alerts	18
List of alerts	19
List of alerts	15
Using your Smart Thermostat	18
Resetting the Smart Thermostat	22
What to do if you move	23

Welcome

GETTING STARTED

Key features of the Smart Thermostat include:

- Colour touch screen display
- Precision +/- 1°F (0.5°C) temperature control
- Remote access via the Internet
- Vacation scheduling
- Seven-day programming schedules
- Humidity monitoring and
- Intelligent algorithms that adapt to your home and preferences
- Advanced furnace fan control
- Ventilator control
- Quick Save function
- EnergyStar™ compliant
- Two detector inputs

ecobee helps homeowners conserve energy, save money and reduce their environmental impact. Our green automation platform sits at the convergence of energy conservation, green technology, the networked home and consumer electronics. Our products automate energy conservation, making it easier to save on energy costs without sacrificing comfort.

We deliver intelligent conservation solutions for real people – people with children to raise, housework to do, hectic schedules to keep and demanding careers to sustain. ecobee is part of an international ground swell empowered by the realization that we need to take action on the environment, and the time to take that action is now. Our products and services are developed with care, innovation and attention to detail. They have a real and meaningful impact on our customers and the communities they live in.

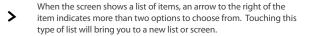
ecobee - green made easy.

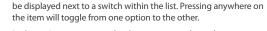
For more information visit us at www.ecobee.com.

USING THE TOUCH SCREEN

The Smart Thermostat uses touch screen technology that makes navigation easy. With your finger, lightly tap the icons, buttons and lists or drag you finger across the screen to move a slider or scroll through a list.

Note: To prevent damage to the touch screen, never use a sharp object such as a pen, to press the icons, buttons and lists.





If there are only two options for a given list entry, those options will

In the various screens on the thermostat, you have three ways to navigate.



Press ${\bf Cancel}$ to go back to the previous screen without saving changes.

Press Done to save changes and move to the next screen.

At any time press the **home** button (found at the right hand side of touch screen). This cancels any action and takes you back to the home screen

What's on the Home Screen?

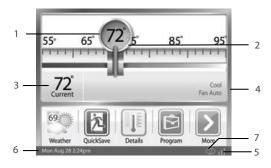
The Home Screen displays the current temperature in your home, various heating and cooling settings, and icons for navigating to other features and settings of the SmartThermostat.

The Home Screen is the default display on your Smart Thermostat

Set temperature

 The set temperature is the temperature the system is programmed to maintain. You can adjust it manually, but for maximum savings you should automate the temperature setting by programming the thermostat. See *Programming Your Smart Thermostat* on page14.

3



2. Set Temperature Adjustment Slider

Using your finger, drag the slider back and forth to manually lower or raise your set temperature. Tapping at either end of the temperature scale will move the slider by 1°F (0.5°C). When you manually adjust the set temperature you will put the system into a Hold mode. See *Holding Action* on page 11.

3. Current Temperature

This is the current temperature in the room where the Smart Thermostat is installed. The thermostat sends signals to your heating and cooling system to make sure this temperature matches the set temperature on the thermostat. You can set the Smart Thermostat in Celsius or Fahrenheit. See Setting up your Thermostat on page 10.

4. System and Fan Settings

Displays the mode your heating and cooling system is currently running in, as well as the furnace fan setting. Press **Details** to adjust these settings.

5. WiFi Signal strength indicator

Indicates the strength of the signal the Smart Thermostat is receiving from your WiFi router. You must have WiFi enabled for the indicator to work.

6. Current Date and Time

Displays the current date and time for your time zone.

7. Internet Connection Indicator

Indicates that the Smart Thermostat is connected to the internet

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Feature Buttons

Feature buttons allow you to quickly access the various features of your ecobee Smart Thermostat. Pressing one of these buttons will active that feature.



Register Use the Register button to register your Smart Thermostat as well as your personalized web portal at www.ecobee.com. Refer to Creating Your Personal Web Portal on page 8 for details. Once you've successfully registered, this button is replaced by the Weather button.



Weather The Weather button displays the current outdoor temperature and weather conditions for your registered location. Press this button to see the full five-day forecast. Please note that when you register your thermostat, it is important to select your location accurately as ecobee will use your local weather data to better control your heating and cooling. You must register your Smart Thermostat for this feature to operate.



Details Press the Details button to see system details such as humidity levels and furnace fan settings. If you have a ventilator, humidifier or dehumidifier connected, Details displays the current settings for those as well.







Program Press **Program** to pre-program the desired temperatures throughout the day for each day of the week. Programming is the key to saving money as it lets you reduce energy consumption. The icon on this button changes to show which period of the day (awake, away, home, sleep) is currently in effect.



If your thermostat has been manually adjusted, then the **Resume** button will be displayed. Pressing the **Resume** button will cause the system to revert back to the scheduled program.



Quick Save Pressing the Quick Save button as you leave your home will put your thermostat in to an energy savings configuration. To return your thermostat to its previous settings simply press OK on the touch screen. See page 12 for more information on this function.



More Press this button to navigate to more features available on your Smart Thermostat.

5

To clean the touch screen:



From the Home screen, press **More**



Press Clean Me.

To display the **About** screen:

From the Home

screen, press More.

Press Settings and

select **About** from the Menu.

Cleaning the touch screen

Press the Clean me button to deactivate your touch screen. You can clean the Smart Thermostat touch screen by spraying water or any mild, non-abrasive household cleaner on to a clean cloth. Wipe the surface of the touch screen with the slightly dampened cloth.

Note: Do not spray any liquids directly onto your Smart Thermostat.

The touch screen will be deactivated for 30 seconds. The time to reactivation of the touch screen will count down.

Displaying information about your Smart Thermostat

The About section of your thermostat displays useful information about the Smart Thermostat and the technician who installed it. You may need this information if

The About screen displays the following information:

you are having difficulties or require technical support.

Copyright Information

 $\label{localization} \textbf{IDT Version} \ \mathsf{The current firmware version running on the } \\ \mathsf{SmartThermostat}$

El Version The current firmware version running on the Equipment Interface.

MAC Address The Media Access Control address assigned to the Wifi radio in your Smart Thermostat,

Serial Number The number assigned to your Smart Thermostat when it was manufactured,

Technician Information if programmed by your installation technician, their contact information will be displayed here

CONNECTING YOUR SMART THERMOSTAT TO THE INTERNET

You can manage your ecobee system using the colour touch screen on the Smart Thermostat or from your ecobee personalized web portal. Internet access lets you:

- Program and configure your Smart Thermostat from your personalized web portal.
- Remotely control your Smart Thermostat from anywhere you have Internet access.
- Enable your Smart Thermostat to display and use local weather data to maximize energy savings.
- Receive important alerts and reminders about your heating and cooling system.

Note: To connect your system to your personalized ecobee web portal you must have a broadband Internet connection and a wireless home network.

WiFi Specifications

Your Smart Thermostat is designed to support:

- A 802.11 b or g wireless router
- WEP 64, WEP 128, WPA1 and WPA2 encryption methods
- Dynamic or static IP addressing

Setting up WiFi

To set up the WiFi radio:



From the Home screen, Press More.



Press Settings.



Switch WiFi on and select your network from the list of available networks.

The Smart Thermostat is equipped with a wireless interface that connects to any home wireless network. You must enable the WiFi radio in the Smart Thermostat and configure it in order to access your home wireless network

When the WiFi radio is turned on, the Smart Thermostat displays a list of available networks, along with an indication of the signal strength and whether security encryption is used.

If your home network is not listed, or if the signal strength is very low, try readjusting the antenna on your wireless router. If that does not improve the signal you may need to relocate your router.

Once your network has been detected, press on that list item to continue with the configuration. If the network

7

is encrypted, you will be asked to enter the password for that network. This is the password you created when the wireless network router was first setup

Using the MAC address

You may have configured your network to filter for known MAC addresses. If this is the case refer to the section *Displaying Information About your Smart Thermostat* on page 6 of this manual to find the MAC address for your Smart Thermostat.

Advanced Configuration

Advanced configuration lets you input your network parameters manually. Select this list item and choose the network you wish to connect to, or it will allow you to add one to the list (ie if your network does not broadcast its SSID). You will then be able to view and configure the following:

- Dynamic or Static IP addressing
- SSID
- Password
- Type of Encryption
- WiFi Channel
- IP Address
- IP Subnet
- Gateway
- Primary DNS
- Secondary DNS

Creating Your Personal Web Portal

Once a wireless Internet connection is established, you will need to register the Smart Thermostat to create your personal web portal.

Your e-mail and password are not stored in the Smart Thermostat. You can change this information once the account has been registered and activated.

If you do not receive a registration e-mail, please check your junk mail folder as registration messages are sometimes flagged as junk mail.

To reaister the thermostat:



From the Home screen, press **Register**.

You will be prompted to enter your primary e-mail address.



Press Done.

You will be prompted to enter a password with a minimum of eight characters.



Press Done.

The Smart Thermostat sends a registration message to the specified e-mail address which includes a link to www.ecobee.com. Enter the chosen password to complete the registration

Once you have completed the registration process, you can go to www.ecobee.com to manage your ecobee Smart Thermostat through your personal web portal

Re-registering The Thermostat

There are times when you may need to re-register your Smart Thermostat. For example, if you are a new homeowner who has just moved to a home with an existing ecobee Smart Thermostat.

Simply follow the registration process described on page 8. All the data collected for the Smart Thermostat is stored and can be viewed online after you finish re-registering.

SETTING UP YOUR SMART THERMOSTAT

This section of the manual describes how to set up and configure your Smart Thermostat using the touch screen. There are three key steps:

- Personalizing your Smart Thermostat.
- Set up Reminders.
- Program the thermostat using the Wizard or Editor.

Personalizing your Smart Thermostat

Preferences allow you to personalize the way your ecobee Smart Thermostat behaves and includes settings for how temperature, time and date are displayed on the thermostat.

Temperature Display

Touch Temperature Display to change the temperature display between degrees Fahrenheit (°F) or degrees Celsius (°C).

Date and Time

Touch Date & Time to

- Set the current date
- Set the current time
- Select between 12 hour or 24 hour time format
- Select your time zone
- Enable or disable daylight savings adjustments

Program the time and date as well as your time zone. If you are connected to the Internet, time and date are programmed automatically.

The time zone determines when the system needs to adjust for daylight savings time.

To adjust the date and/or time, use your finger to spin the scroll wheels up or down.

To set up Preferences:



From the Home screen, Press **More**.



Press **Settings** and selec**t Preferences** and adjust to your needs.

Sound Effects

The Smart Thermostat can make sounds when you press a button or when an alert is generated. Press Sound Effects to;

- Turn on or off the sound when a button is pressed
- Adjust the volume of the sound when a button is pressed
- Turn on or off the sound when an alert is generated
- Adjust the volume of the sound when an alert is generated.

Brightness

The touch screen display on your Smart Thermostat has adjustable backlight brightness. You can control the intensity when the screen is active (i.e., you are pushing buttons) and when the display is in standby mode. Press Brightness to:

- Set the Active brightness intensity
- Set the Standby brightness intensity
- Set the minimum time that the Smart Thermostat will stay in active brightness before switching to Standby brightness.

Holding Action

Whenever you adjust the set temperature manually, the Smart Thermostat will indicate that you are holding. You can select how long the Smart Thermostat will hold the new temperature before reverting back to the regular program. The options are:

- 4 hours After 4 hours have elapsed the Smart Thermostat will revert back to its program.
- Until next transition If this option is selected the temperature will be held until the next stage in the program
- Indefinite If this option is selected your Smart Thermostat will continue to hold at this temperature until you press the Resume button located at the bottom of the home screen.
- Update Program If this option is selected when you adjust the set temperature, the system will reprogram the temperature for the period you are currently in.
- Ask Me If this option is chosen, every time you adjust the set temperature you will be asked which of the options you would like to choose.

11

Quick Save Temperature Limits

In Quick Save mode, your system will automatically increase (in cool mode) or decrease (in heat mode) the set temperature.

Use this option to program the maximum temperature change allowed so your comfort is not compromised. The number you enter is the difference from the set temperature of the system before the Quick Save feature is activated.

Setting up Reminders

Your Smart Thermostat can be programmed to remind you of required filter changes and regular maintenance.

These reminders were configured by the technician during installation. Changing them may effect the operation of your heating and cooling system.

If you are not sure about what equipment you have installed or whether you need to replace rather than clean your filters, please contact your heating and coolina technician, or consult your original heating and cooling equipment manuals for the recommended maintenance procedures.

Maintenance

The Maintenance alert is generated when regularly scheduled maintenance is required. This alert, along with your technician's contact information (if programmed by the technician), will be displayed on the touch screen.

Select this item to turn the reminder on or off, show the date of the last service, and select a reminder interval between one and 12 months.

Furnace Air filter

Sets the reminder period for cleaning or replacing the furnace air filter.

Select this item to turn the reminder on or off, and to set the reminder interval in run-time hours or calendar months. You can also check the date of the last filter change.

To set up Reminders:

the list.

From the Home

screen, press More.

Press Settings and

select Reminders from

Scroll through options

to set and adjust to

your needs.

Humidity Filter (Optional)

Sets the reminder period for cleaning or changing the humidifier filter.

Note: If your Smart Thermostat is not connected to a humidifier or dehumidifier this option will not be displayed.

Select this item to turn the reminder on or off, and to select the reminder interval in run-time hours or calendar months. You can also check the date of the last filter change.

Ventilator Filter (Optional)

Sets the reminder period for cleaning or changing the ventilator filter.

Note: If your Smart Thermostat is not connected to a ventilator, this option will not be displayed.

Select this item to turn the reminder on or off, and to set the reminder interval in run-time hours or calendar months. You can also check the date of the last filter change.

Temperature Alerts

The Smart Thermostat can generate alerts when the temperature in the home reaches a pre-programmed temperature. This protects your home from damage due to freezing or excessive heat.

If this alert has been set up, you will see the alert on the Smart Thermostat. If you've configured your personal web portal, you will also get an e-mail alert.

Low Temperature Alert

Select this item to set the temperature at which the Smart Thermostat will generate a Low Temperature alert. The range can be adjusted to:

Off – no alert will be generated

Set temperature range of $40 - 60^{\circ}F$ $(4.5 - 15.5^{\circ}C)$

High Temperature Alert

Select this item to set the temperature at which the Smart Thermostat will generate a High Temperature alert. The range can be adjusted to:

Off - no alert will be generated

13

Set temperature range of 86 - 100°F (32 - 35°C).

Programming your Smart Thermostat

Your heating and cooling needs change depending on the time of day, and day of the week.

For example, if there's no one in the house during the workday you might want to let the temperature go up in the summer, to reduce energy used by the air conditioning system, and go down in the winter, to reduce energy used by the furnace.

Your Smart Thermostat is flexible – you can program four different time periods per day, seven days a week. Each period is represented by a unique icon. These icons can be found on various screens on the Smart Thermostat as well as on your personalized web portal. They are:



Awake this represents the period when you are awake. The start time of this period is typically when you get up in the morning.



Work this represents the period when you are at work and the home is not occupied. The start time of this period is typically when you leave to go to work.



Home this represents the period when you are home. The start time of this period is typically when you get home from work in the evening.



Sleep this represent the period when you are sleeping. The start time of this period is when you go to bed at night.

We call it a Smart Thermostat because it learns how your home and heating and cooling equipment perform. This means you can be sure that your home is at the temperature you want, when you want it, without wasting energy.

When your schedule changes, you can quickly and easily update the thermostat settings directly on the device itself or online through your personalized web portal.

Your Smart Thermostat comes pre-programmed with EnergyStar recommended settings. These settings can save you up to 20% on your heating and cooling energy costs when compared to a non-programmable thermostat.

If your preferences are different than the recommended settings, you can easily adjust the time periods and temperatures of your system. There are two ways to program the Smart Thermostat use the Wizard that guides you through the steps OR use the more advanced Editor feature.



Program summary screen

Using the Program Wizard

The Smart Thermostat Wizard takes you step-by-step through a process to determine when you're awake, go to work, come home and go to sleep. You'll then set appropriate temperatures for each of those time periods.

Note: If your Smart Thermostat is in Hold mode, you must press Resume in order to get to the wizard.

The Smart Thermostat will not ask you what temperature you want in your home during work hours. Instead, it automatically sets this value to minimize your energy consumption, while ensuring the room temperature reaches the desired temperature when you come home. If you prefer to set this temperature manually, use the Editor feature.

If you want to change anything, you can either run the Wizard again, or press Editor to make specific changes. See Using the Editor on page 16.

If you do not connect to the internet, you must ensure the time and date are programmed. Refer to Personalizing your Smart Thermostat on page 10 for details.

To use the Editor:



From the Home screen, press Program then press Editor in the upper left corner of the screen.



Select the days you wish to adjust (choosing more than one day will change settings for all the days selected) and press

Adjust temperature by pressing the heat or cool buttons on the right hand side.



Editor summary screen

Using the Editor

The second way to edit your Smart Thermostat program is to use the Editor. This method is more advanced than the Wizard. You can edit specific times, temperatures and furnace fan settings for each day of the week.

Select the desired program period to adjust start times or disable the period entirely.

Select a current Heat or Cool set temperature to adjust the temperature or fan settings for that period. Any program period changes will automatically apply to all the days that period runs and are shown at the top of the screen.

If your system is enabled for auto-changeover mode, the heat and cool set temperature will automatically be adjusted to ensure a minimum difference between the heat and cool set temperatures.

In auto system mode the fan setting will revert to whatever is configured in the Details - fan setting. Auto-change over mode and the minimum temperature difference is configurable in the installer setting.

Note: Humidity levels are not included as a programmable option, even if a humidifier or dehumidifier is installed and controlled by the Smart Thermostat.

From the Home

To use the Wizard:

screen, press Program.

Note: If your Smart Thermostat is in Hold mode, you must press

Resume in order to get to the Wizard. Press Wizard in the upper right corner of

Choose the setting that best fits your daily

the screen.

rountine.



Press Next to go to the next auestion.



When the congratulations screen appears press Done.

Scheduling a vacation

To schedule a vacaion:



From the Home screen, press More.



Press **Vacation**. Press New and enter a name and the duration of your vacation. The Smart Thermostat's **Vacation** feature helps you conserve energy while you are away from your home for extended periods of time and also ensures that your home is comfortable when you return.

To program a new **vacation** select the New button. Here you can program a name for the event, the start date and time, as well as the end date and time.

You can enter any number of uniquely named **vacations**. Other features to choose from include:

ecobee optimize

Turn this option *ON* to tell the thermostat to automatically set your heat temperature, cool temperature, system mode and furnace fan settings to maximize energy conservation while you are away.

Turn this option *OFF* to manually configure Heat Temperature, Cool Temperature and Fan settings.

Heat Temperature

Programs the set temperature when the system is in Heat mode, i.e., when the furnace is on. Set a lower temperature to save energy.

Cool Temperature

Programs the set temperature when the system is in Cool mode, i.e., when the air conditioner is on. Set a higher temperature to save energy. You can also choose to turn off your cooling system while you are away to ensure it does not go on at all.

Fan

Toggles the fan setting between ON and Auto.

ON The fan runs all the time regardless of programming or if there is a call for heat or cool. The fan will also run if the System Mode is OFF.

Auto This option turns the furnace fan on but only when the system is heating, cooling or ventilating your home or to satisfy the minimum fan run time as programmed.

Minimum On Time This feature allows the homeowner to determine a minimum time per hour that the furnace fan will run. This results in increased air circulation and a more consistent temperature within the home. This is more cost effective than choosing the **ON** position for the fan

In either mode, the Smart Thermostat will ensure that when your vacation ends the thermostat will revert to the regular settings.

Note: If you were running your regular program prior to the start of your vacation, on your return the Smart Thermostat will restore your home to those settings. If you were in Hold mode prior to the start of your vacation, the Smart Thermostat will restore the home to whatever the set temperature was just prior to your vacation.

UNDERSTANDING ALERTS



From time to time your ecobee system will display an alert. For example, the alert might be a reminder to change the furnace filter, or perform regular maintenance.

If you have a flood sensor installed in your house the system can alert you when water is detected, potentially saving you thousands of dollars from damage due to flooding.

If you have enabled the Internet connection to your Smart Thermostat, these alerts can also be sent to you via e-mail.

When an alert displays, you can dismiss it or $\,$ ask to be reminded later.

For example, if you receive a furnace filter alert and choose *Remind me later*, the alert will clear and display again 24 hours later. If you choose *OK* when the alert displays, it will reset the reminder.

List of Alerts

Below is a complete list of alerts. Depending on your configuration, some of these may not apply to your system.

Low Battery	The battery in your Smart Thermostat will need to be changed soon.
Furnace Air Filter	Your furnace filter needs to be cleaned/changed.
Ventilator Filter	Your ventilator filter needs to be cleaned/changed.
Humidifier Pad	Your humidifier pad needs to be cleaned/changed.
Comms fault	There is no communication between the Smart Thermostat and the Equipment Interface module.
Low Temp. Alert	The temperature in the home is too low.
High Temp Alert	The temperature in the home is too high.
Heat Not Responding	The system has failed to heat the home.
Cool Not Responding	The system has failed to cool the home.
Input 1	Used if this input is programmed to generate an alert.
Input 2	Used if this input is programmed to generate an alert.
Maintenance Reminder	You are due for regular maintenance.

USING YOUR SMART THERMOSTAT

The bright, easy-to-read and easy-to-use touch screen interface on your Smart Thermostat makes it simple to review and adjust the settings any time you want.

Adjusting temperature

You can easily adjust the temperature without changing the thermostat's programming.

Once you've adjusted the temperature, the slider changes to indicate that you are currently holding the set temperature rather than running a program.

The Smart Thermostat will hold the new temperature for the duration you specified in the **Hold** Action option during the initial setup (see Holding Action pg 11) or until you press **Resume**.

If your system is enabled for auto-change over mode, and you have selected Auto in the **Details** - System mode, an arrow will be displayed on the temperature scale, in addition to the magnifier. This will allow you to adjust both the heating and cooling set temperatures. Pressing the arrow will switch the magnifier to that location and allow you to change that temperature.

There is a minimum difference allowed between the heat set temperature and the cool set temperature. If you change the temperatures such that this minimum is not maintained, the system will automatically adjust the other set temperature to compensate. Auto-change over mode and the minimum temperature difference is configurable in the installer settings.

Viewing Details

The **Details** screen lists various temperature, humidity and equipment details associated with your Smart Thermostat.

To adjust the temperature:



Use your finger to press and move the set temperature slider left or right until the value in the magnifying lens displays the temperature you want.

(tapping either end of the temperature scale will move the slider by 1° (0.5'C).

To access your Details:



Current Temperature

The temperature in the room where the Smart Thermostat is installed.

System Mode

Displays the mode your system is operating in. Press this item to display a list of options:

Cool The system will turn on the air conditioner when the current temperature rises above the set temperature.

Heat The system will turn on the furnace when the current temperature drops below the set temperature.

Auto The system is in Auto-changeover mode and will activate the heating or cooling systems to keep your home within the desired range of set temperatures. This option is only available if enabled by the installer.

OFF The system is off and will only display the current temperature.

Fan Control

Displays the current furnace fan setting. Press this item to toggle between:

ON The fan runs all the time regardless of programming or if there is a call for heat or cool. The fan will also run if the System Mode is Off.

Auto Turns on the furnace fan when the system is heating, cooling or ventilating your home, or to satisfy the minimum fan on time.

Minimum On Time This feature allows you to determine a minimum time per hour that the furnace fan will run. This results in optimal air circulation and a more consistent temperature within the home. This is more cost effective than choosing the On position for the fan

Current Humidity

Displays the current percentage of relative humidity measured in the room where the Smart Thermostat is installed. Humidity displays even if your Smart Thermostat has not been configured to control a humidifier or dehumidifier.

Humidifier | Dehumidifier

Humidity is an important factor in your overall comfort level.

If your Smart Thermostat was configured to control a humidifier or dehumidifier, you will be able to select the options below to control the level of humidity in your home.

OFF The system will not try to control the humidity in your home.

ON When this feature is enabled you will be able to set the humidity between 20% to 50%.

Frost Control If this option is enabled during the heating season, the Smart Thermostat will automatically adjust the humidity levels to minimize frost or condensation that can form on the windows of your home.

Note: Internet access is required for this feature. Local outdoor temperature and humidity information is required for optimum performance.

Ventilator Max

If your system is equipped with a ventilation system, you can manually switch the ventilator to the maximum setting directly from your Smart Thermostat.

After you select this item, the ventilator switches into the maximum mode for 20 minutes. The ventilator then switches back to its normal operating state.

Resetting the Smart Thermostat

At some point during the life of the thermostat you may want to quickly reconfigure or restore it to the default state.

Reset Registration

Resets the connection between your Smart Thermostat and your personalized web portal.

After this reset, you must re-register your Smart Thermostat if you want to continue to use your web portal.

All other preferences and settings will remain the same.

Reset Preferences/Program

Resets all your preferences, reminders, alerts and programming to the original factory default state.

WiFi settings and registration are not affected.

To Reset your thermostat:



From the Home screen, press More.



Press Settings and select Reset from the list. Choose the Reset option that suits your needs.

What to do if you move

If you decide to move there a few things you should consider with regards to your ecobee system;

If you did not activate your personalized web portal you simply take the Smart Thermostat with you or leave it in the house.

If you registered with www. ecobee.com, you need to update your web portal to reflect the change.

Leaving it behind

Log onto your web account and delete the device you are leaving behind. This terminates the association between your Smart Thermostat and your personalized web portal.

You can always choose to add another device for your new home with this same account.

The new homeowner will need to register the Smart Thermostat and set up their own web portal.

Taking it with you

If you are taking the device with you, you will need to re-connect the device to the Internet and possibly re-register if your IP information changes. To re-register follow the original web registration procedure in this manual.

3-Year Limited Warranty

Ecobee warrants that for a period of three (3) years from the date of purchase by the consumer ("Customer"), the ecobee Smart Thermostat (excluding battery) (the "Product") shall be free of defects in materials and workmanship under normal use and service. During the warranty period, ecobee shall, at its option, repair or replace any defective Products, at no charge for labour or materials. Any replacement and/or repaired device are warranted for the remainder of the original warranty or ninety (90) days, whichever is longer.

If the product is defective, call ecobee Customer Service at 1-877-9-ecobee. Ecobee will make the determination whether a replacement product can be sent to you or whether the product should be returned to the following address: ecobee Customer Service, 333 Adelaide Street West, 6th Fl., Toronto, ON M5V 1R5, Canada. In the event of a failure of a Product, Customer may:

(a) if Customer did not purchase the Product directly from ecobee, contact the third party contractor from whom the Product was purchased to obtain an equivalent replacement product, provided the contractor determines that the returned Product is defective and Customer is otherwise eligible to receive a replacement product;

(b) contact ecobee directly for service assistance at 1-877-9-ecobee and ecobee will make the determination whether an advance equivalent replacement Product can be sent to Customer with return shipping supplies (in which case a hold shall be put on Customer's credit card for the value of the replacement Product until ecobee has received the defective Product). Product should be returned to the following address: ecobee Customer Service, 333 Adelaide Street West, 6th Fl., Toronto, ON M5V 1R5, Canada. If the returned Product is found by ecobee to be defective and Customer is otherwise eligible to receive a replacement product, no amount shall be charged to Customer's credit card; or

(c) ship the defective Product directly to ecobee, in which case Customer shall contact ecobee directly at 1-877-9-ecobee, so ecobee can make the required shipping arrangements. Upon receipt of the defective Product, ecobee will ship an equivalent replacement product to Customer, provided the returned Product is found by ecobee to be defective and Customer is otherwise eligible to receive a replacement product.

This warranty does not cover removal or reinstallation costs and shall not apply if the damages were found to be caused by something other than defects in materials or workmanship, including without limitation, if the Product:

- was operated/stored in abnormal use or maintenance conditions;
- is repaired, modified or altered, unless ecobee expressly authorizes such repair, modification or alteration in writing;
- was subject to abuse, neglect, electrical fault, improper handling, accident or acts of nature;
- was not installed by a licensed Heating Ventilating and Air Conditioning (HVAC) technician; or
- was installed improperly.

Ecobee's sole responsibility shall be to repair or replace the Product within the terms stated above. ECOBEE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND, INCLUDING ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING, DIRECTLY OR INDIRECTLY, FROM ANY BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, OR ANY OTHER FAILURE OF THIS PRODUCT. Some US states are consequential damages, so the above limitation or exclusion may not apply to you.

ECOBEE'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN MATERIALS AND WORKMANSHIP IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE THREE-YEAR DURATION OF THIS LIMITED WARRANTY. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. Some US states and Canadian provinces do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

Ecobee neither assumes responsibility for nor authorizes any other person purporting to act on its behalf to modify or to change this warranty, nor to assume for it any other warranty or liability concerning this product.

This warranty gives you specific rights, and you may also have other rights, which vary from jurisdiction to jurisdiction. If you have any questions regarding this warranty, please write ecobee Customer Service, 333 Adelaide Street West, 6th Floor, Toronto, Ontario M5V 1R5, Canada.

End User Software License Agreement

PLEASE READ THE FOLLOWING CAREFULLY, AS THIS END USER SOFTWARE LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN ECOBEE INC., HAVING ITS PLACE OF BUSINESS AT 333 ADELAIDE ST. WEST, 6TH FLOOR, TORONTO, ON, M5V 1R5 CANADA, ("ecobee") AND YOU (EITHER AN INDIVIDUAL OR THE ENTITY THAT YOU REPRESENT AND REFERRED TO IN THIS AGREEMENT AS "LICENSEE"), THE ORIGINAL PURCHASER OF ECOBEE PRODUCT (THE "PRODUCT" OR "PRODUCTS") EMBEDDED WITH ecobee PROPRIETARY SOFTWARE (THE "SOFTWARE"), CONCERNING LICENSEE'S LIMITED ACCESS TO AND USE OF THE SOFTWARE. BY USING THE PRODUCT (INCLUDING THE SOFTWARE EMBEDDED IN THE PRODUCT), YOU ARE INDICATING YOUR ACCEPTANCE OF, AND YOU AGREE TO BE BOUND BY, THE TERMS AND CONDITIONS OF THIS EULA WHICH SHALL GOVERN YOUR ACCESS AND USE OF THE SOFTWARE. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS EULA, YOUR ACCESS TO AND USE OF THE SOFTWARE WILL NOT BE PER-MITTED AND YOU MAY, WITHIN FOURTEEN DAYS OF THE DATE OF YOUR PURCHASE OF THE ecobee PRODUCT, RETURN THE SOFT-WARE TOGETHER WITH THE PRODUCT IN ITS ORIGINAL PACKAGING AND SALE CONDITION TO: (a) ecobee IF YOU HAVE PURCHASED THE ecobee PRODUCT DIRECTLY FROM ecobee OR; (b) TO AN ecobee AUTHORIZED RESELLER OR DISTRIBUTOR IF YOU HAVE PURCHASED THE ecobee PRODUCT FROM SUCH ENTITIES, AND ecobee OR ITS AUTHORIZED RESELLER OR DISTRIBUTOR AS APPLICABLE SHALL PROVIDE A FULL REFUND OF THE PURCHASE PRICE PAID WITHIN FOURTEEN DAYS OF ITS RECEIPT OF THE RETURN. In consideration of the license fees paid by LICENSEE as part of the purchase price of the ecobee Product and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ecobee and LICENSEE agree as follows:

- 1. **Definitions**: For the purpose of this EULA, the following terms shall have the meanings hereinafter provided:
 - "ecobee Web Portal" means the web site portal operated by ecobee to provide certain services and functionality to registered users of ecobee Products.
 - "Error" means any program defect, error, bug or other failure
 of all or part of the Software that results in the Software
 not conforming to, or performing in accordance with, its
 published specifications.
 - "Software" means ecobee's computer software program, which enables data upload and download to and from the ecobee Web Portal using an ecobee Product, including any Software Updates.

- "User Manual" means the ecobee User Manual provided together with the Product and Software.
- "Software Updates" means updates or patches to the Software, including updates intended to correct Errors and which may include enhancements and/ore additional features to the Software, as may be provided or released by ecobee from time to time to all of its customers at no charge.
- 2. Ownership of Software: LICENSEE acknowledges and agrees that, save and except for the Software license explicitly granted by the EULA, all right, title and interest in and to the Software and the User Manual is the sole and exclusive property of ecobee and/or its licensor(s), as the case may be. ecobee reserves all rights not expressly granted to LICENSEE hereunder, and for greater certainty, ecobee shall retain all intellectual property and other proprietary rights in and to the Software and the User Manual. Nothing in this EULA shall, or shall be deemed or construed to, assign, transfer or convey to LICENSEE any title, rights or interest in or to any intellectual property, including in or to the Software or User Manual, other than the licenses specifically and expressly granted herein.
- 3. Grant of Limited License: Upon LICENSEE's use of the Product (and corresponding acceptance of the terms and conditions of this EULA), ecobee hereby grants to LICENSEE a limited, non-exclusive, personal, perpetual, non-transferable and revocable license to use the Software embedded in the Product as and to the extent described in this EULA for as long as LICENSEE complies with the terms and condition of this EULA. ecobee reserves all rights not expressly granted to LICENSEE. For certainty, this EULA does not apply to or govern LICENSEE's use of or access to the ecobee Web Portal or the ecobee Product, which are each governed by and subject to separate terms and conditions.
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- 5. License Transferable: This EULA shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties, their respective successors and permitted assigns. LICENSEE may assign this EULA without the prior consent of ecobee. ecobee may assign this EULA without the consent of LICENSEE at any time.
- 6. Copy Restrictions: Unauthorized copying or distribution of Software or the User Manual is expressly prohibited. LICENSEE may

27

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- 7. Use Restrictions: LICENSEE may not: (a) modify, adapt or otherwise change the Software or in any way remove the Software from the Product for any reason or use the Software separately from the Product for any reason or purpose; (b) to the maximum extent permitted to be restricted by applicable law, reverse engineer, decompile, disassemble, or otherwise in any manner deconstruct all or any part of the Software; (c) create derivative works based on the Software or the User Manual; (d) except as expressly permitted by the EULA, provide, disclose, sublicense, distribute, transfer, assign or otherwise permit any third party to access, use, read or otherwise gain access to the Software or User Manual (the Software and User Manual being the confidential information of ecobee); or (e) use Software to access or in conjunction with any other thermostat monitoring services or products of any ecobee competitor.
- 8. Support: ecobee may in its discretion, without any obligation to do so and subject to the limitations of this EULA, provide LICENSEE with help-desk telephone support concerning LICENSEE's use of the SOFTWARE to the extent provided for in the Product Terms of Sale in connection with purchase and sale of the Product and the Terms of Service entered into by you and ecobee, if any, in connection with the thermostat monitoring and data management services provided by ecobee in connection with the Product. Refer to the Product Terms of Sale and/or the Terms of Service associated with the Product and related services for further details on Software and Product support.
- 9. Relief: LICENSEE agrees that damages would not be an adequate remedy for any breach of this EULA affecting or related to a breach or misappropriation of ecobee' (or its or its third party licensors') intellectual property rights in and to the Software and User Manual LICENSEE, and nothing in this EULA, shall interfere with, delay, obstruct, or prevent ecobee from taking, or require ecobee to take, any steps prior to taking action to seek an interim and interlocutory equitable remedy on notice or ex parte to enforce any provision herein to protect its rights concerning the Software or other intellectual or proprietary rights. LICENSEE agrees not to contest, object to, or otherwise oppose an application for equitable relief by ecobee in such circumstances and LICENSEE waives any and all immunities from any equitable relief to which it may be entitled. Any such relief or remedy shall not be exclusive, but shall be in addition to all other available legal or equitable remedies. LICENSEE agrees that the provisions of this Section are fair and reasonable and are necessary to protect ecobee' intellectual property rights.

- 10. Termination: This EULA is effective until and unless terminated. Subject to Section 13, this EULA will terminate automatically if LICENSEE fails to comply with any provision of the License. If LICENSEE is a business entity or other entity, any failure to comply with the terms and condition of this EULA by any individual employed or engaged by such entity will be deemed a failure to comply by LICENSEE. Upon any termination, LICENSEE shall destroy all copies of Software and User Manual.
- 11. Warranty: (a)ecobee shall provide its standard Product and Software limited warranty statement ("Customer Warranty"), which equally applies to the Software embedded in the Product, and which is incorporated by reference herein, with the Product for your benefit only. In the event of an Error in connection with the Software, refer to the Customer Warranty and Terms of Sale provided with the Product for further detail. (b) EXCEPT FOR THE REPRESENTATIONS, WARRANTIES, AND COVENANTS EXPRESSLY CONTAINED IN THIS EULA, THE PRODUCT TERMS OF SALE AND THE PRODUCT WARRANTY, THE SOFTWARE AND SOFTWARE DOCUMENTATION AND ANY SUPPORT IS PROVIDED ON AN "AS IS" BASIS, AND THERE ARE NO OTHER REPRESENTATIONS, WARRANTIES, COVENANTS, OR CONDITIONS, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MER-CHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE), INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT, CORRECTNESS, FUNCTIONALITY, RELIABILITY, ACCURACY, CURRENTNESS, OPERATION, USE OR THE RESULTS OF THE USE BY LICENSEE, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE (OR THAT ALL ERRORS CAN OR WILL BE CORRECTED) OR THAT THE SOFTWARE OR SOFTWARE DOCUMENTATION WILL MEET LICENSEE'S REQUIREMENTS, ALL OF WHICH ARE EXPRESSLY DENIED AND DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW. SOME JURISDICTIONS DO NOT PERMIT LIMITATIONS ON OR EXCLUSIONS OF CERTAIN IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES; THEREFORE THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU IN CERTAIN CIRCUMSTANCES. ecobee DISCLAIMS AND SHALL HAVE NO LIABILITY TO LICENSEE FOR ANY AND ALL ACTS OF THIRD PARTIES. NO OTHER PERSON IS AUTHORIZED TO EXTEND, VARY OR TRANSFER ANY PROVIDED WARRANTY ON BEHALF OF ecobee. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE AND USE OF THE SOFTWARE, SOFTWARE DOCUMENTATION AND ANY PROVIDED SUPPORT IS ASSUMED BY LICENSEE.
- 12. Limitation: IN NO EVENT AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW SHALL ECOBEE, ITS SHARE-HOLDERS, AFFILIATES, CONTRACTORS, SUPPLIERS AND AGENTS AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES

(COLLECTIVELY THE "ECOBEE PARTIES") BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITH RESPECT TO LOSS OF, OR DAMAGE TO, DATA OR COMPUTER SYSTEMS OR RELIANCE ON ANY DATA DERIVED FROM LICENSEE'S USE OF THE SOFTWARE, OR LOSS OF REVENUE OR PROFIT OR OTHER ECONOMIC LOSS) OF ANY KIND OR NATURE WHATSOEVER SUFFERED BY LICENSEE OR ANY THIRD PARTY HOWSOEVER CAUSED AND WHETHER RESULTING FROM THE USE OF OR INABILITY TO USE THE SOFTWARE OR OTHERWISE (INCLUDING AS A RESULT OF OR DUE TO USE OF OR RELIANCE ON THE SOFTWARE AND/ OR ecobee WEB PORTAL) AND REGARDLESS OF THE FORM OR CAUSE OF ACTION, EVEN IF SUCH DAMAGES ARE FORESEEABLE OR ecobee HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ECOBEE PARTIES' TOTAL LIABILITY AND OBLIGATION TO LICENSEE, IN THE AGGREGATE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN ANY CONNECTION WITH THIS EULA, THE TERMS OF SALE IN CONNECTION WITH YOUR PURCHASE OF THE PRODUCT AND YOUR USE OF THE SOFTWARE AND PRODUCT, WITH RESPECT TO ANY EXPENSE, DAMAGE, LOSS, INJURY, OR LIABILITY OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, BY STATUTE OR OTHERWISE) SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED AND SHALL NOT EXCEED AN AMOUNT THAT IS EQUIVALENT TO THE PURCHASE PRICE OF THE ecobee PRODUCT ACTUALLY PAID BY LICENSEE. THIS SECTION SHALL SURVIVE A FUNDAMENTAL BREACH OR BREACHES AND/OR FAILURE OF THE ESSENTIAL PURPOSE OF THE AGREEMENT.

- 13. **Survival**: The parties acknowledge and agree that the provisions of Sections 2, 6, 7, 9, 11(b), 12, 13, 14, 15, 16 and 17 shall survive any termination of this EULA for any reason.
- 14. English Language: The parties declare that they have required that this agreement and all documents related hereto, either present or future, be drawn up in the English language only. Les parties déclarent par les présentes qu'elles exigent que cette entente et tous les documents y afférents, soit pour le présent ou le futur, soient rédigés en langue anglaise seulement.
- 15. Jurisdiction: This EULA shall be exclusively governed by, construed and interpreted in accordance with the laws of the Province of Ontario, Canada. For the purpose of all legal proceedings this EULA shall be deemed to have been performed in the Province of Ontario, Canada and the parties expressly confirm that the law of the Province of Ontario is the proper law. If Customer is located in a jurisdiction other than Canada, the parties agree that neither the United Nations Convention of the International Sale of Goods or the (U.S.) Uniform Computer Information Transactions Act shall

apply to this EULA. The parties irrevocably attorn to the non-exclusive jurisdiction of the Courts of the Province of Ontario in respect of all matters and disputes arising hereunder.

16. Export Law Assurances: LICENSEE acknowledges that the Software may be subject to export and import control laws, and agrees to comply fully with those laws in connection with the Software.

17. General Provisions: No delay or omission by ecobee to exercise any right or power it has under this EULA or to object to the failure of any covenant of LICENSEE to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. Any waivers by ecobee must be in writing and signed by an authorized representative of ecobee. If any provision of this EULA is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, then the remaining provisions of this EULA, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision of this EULA shall be valid and enforceable to the extent granted by law. The EULA constitutes the entire agreement between the parties as it relates to the license and use of the Software and User Manual and the subject matter of this EULA and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral between ecobee and LICENSEE. The EULA may only be amended or supplemented by written agreement executed by each of the parties.

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