Reveal FirePRO Manual

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



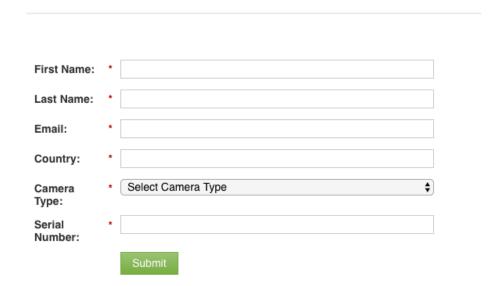
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1 Registering your product

- 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

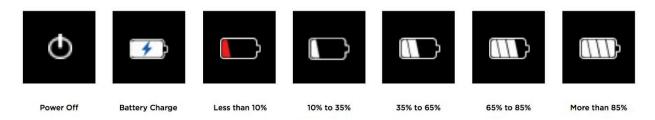


2 Quick Start

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.

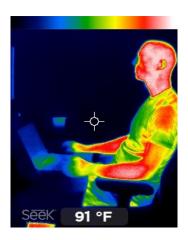
2 You will be directed to a screen that asks you to set up some basic information, including language, and date & time formats. Using the **RIGHT** and **LEFT** buttons, scroll down and select the appropriate fields, using the **CENTER** button to select and continue, concluding with the 'setup complete'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

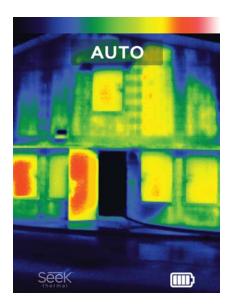
4.1 Fire- Displays an image in shades of black and grey which turn bright orange/red when areas of extreme heat are present. This mode is specifically designed for locating hotspots in fire during 360 size-ups and Overhaul.



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.



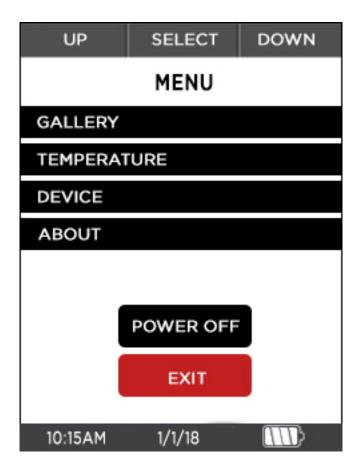
4.3 Auto – This is a demonstration mode and is best-suited for the classroom. which highlights areas of heat in red with colorful borders as the temperature decreases. While it's seldom used in the field, it's present simply to demo thermal imaging to third party observers.



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 accidently 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 accidently 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.

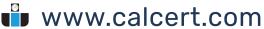
6.2 Reviewing your Photos

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:

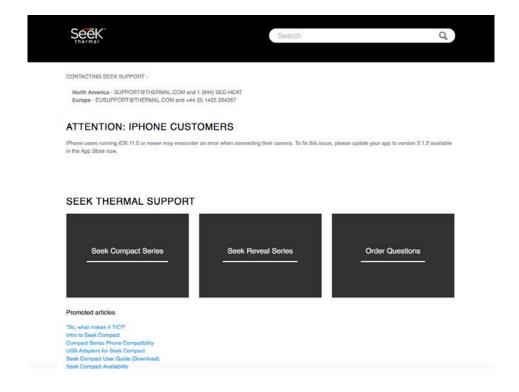
- Q-tip
- isopropyl alcohol
- 1. Apply small amount of isopropyl alcohol to the clot of the Q-tip until slightly damp.
 - 2. Use the Q-tip to lightly rub the reflective inner lens of the camera until clean
 - 3. Lightly pat and dry the lens with a clean cloth and let air dry.

*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.)



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

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Last updated: September 23, 2014

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- (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;
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- (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;
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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.
- 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
- 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.