

Controll-A-Door® Smart Phone Control Kit

NBS-1V1 Instruction Manual



WARNING! Important Notices regarding **serious personal injury or damage to property** are within this manual and should be read before installation.

QR Code

To view step by step installation guide video, download a QR Code Reader App from your App Store and scan this code.



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HELPFUL TIP: The Network Base Station will only connect to network enabled openers.



1. Important Notices

Read and understand these notices before installing or using this product



This device allows for operation of the door when not in line-of-sight of the door and opener.

The door may operate unexpectedly, therefore do not allow anything to stay in or near the path of the door. When the door is not operating automatically, watch the door when it is moving and keep people away until the door is completely opened or closed. **Contact with the moving door can cause serious personal injury or damage to property.**



It is B&D's strong recommendation that your opener be fitted with **SAFETY BEAMS**.

These are to detect any obstructions in the door's path and override automatic operation if one presents. These must be installed as in accordance with AS/NZS 60335-2-95:2012.

This is in addition to regular professional servicing, and monthly obstruction tests as detailed in your opener's Home Owners Manual.

Full Terms and Conditions of Use are detailed in the Appendix of this manual and by purchasing this product you agree to them and:

Licence to use the App

Subject to your compliance with this Agreement, B&D grants to you a revocable, non-exclusive, nontransferable licence to use the App and the Services:

- i. iPhone - on an iPhone, iPad or similar such device that you own or control, in the manner permitted by these General Conditions and the Apple iTunes Store Terms and Conditions provided at <http://www.apple.com/legal/internet-services/itunes/au/terms.html>. Your licence to use the App and the Services is subject to restrictions outlined in Appendix C.
- ii. Android - on an Android device that you own or control, in the manner permitted by these General Conditions and the Google Play Store Terms of Service provided at https://play.google.com/intl/en_au/about/play-terms.html. Your licence to use the App and the Services is subject to restrictions outlined in Appendix D.

Agreement Statement on the App

Before accessing the App you will be prompted with the following message:

"By pressing AGREE you acknowledge you have read the above warning and you agree to the terms and conditions of use".



2. Safety Rules

Please read these important safety rules

This Smart Phone Control Kit is designed and tested to offer safe service provided it is installed and operated in strict accordance with the following safety rules. Failure to comply with the following instructions may result in death, serious personal injury or property damage.



WARNING!

- **DO NOT** subject the device to severe impact or drop it from heights.
- **DO NOT** use the device in extreme hot or cold, dusty or damp conditions. Do not expose it to direct sunlight.
- Avoid using the device near strong magnetic fields.
- **DO NOT** attempt to disassemble, repair or modify the product. This will invalidate the warranty.
- **It is strongly recommended that Safety Beams be installed before connecting an opener to the Base Station.**
- All Base Stations should be installed in a location where the garage door is visible, but out of reach of children at a height of at least 1.5m.
- Do not allow children to play with the Base Station or your smart phone if the B&D phone app has been installed.



ELECTROCUTION!

- Keep the device away from water and other liquids. In the event that water or other liquids enter the device, power off the product immediately and clean the device.
- To reduce the risk of fire or electric shock, do not expose this device to rain or moisture. The device should not be exposed to dripping or splashing.
- **DO NOT** remove the cover (or back) as there are no user-serviceable parts inside.



CAUTION:

Corrosion

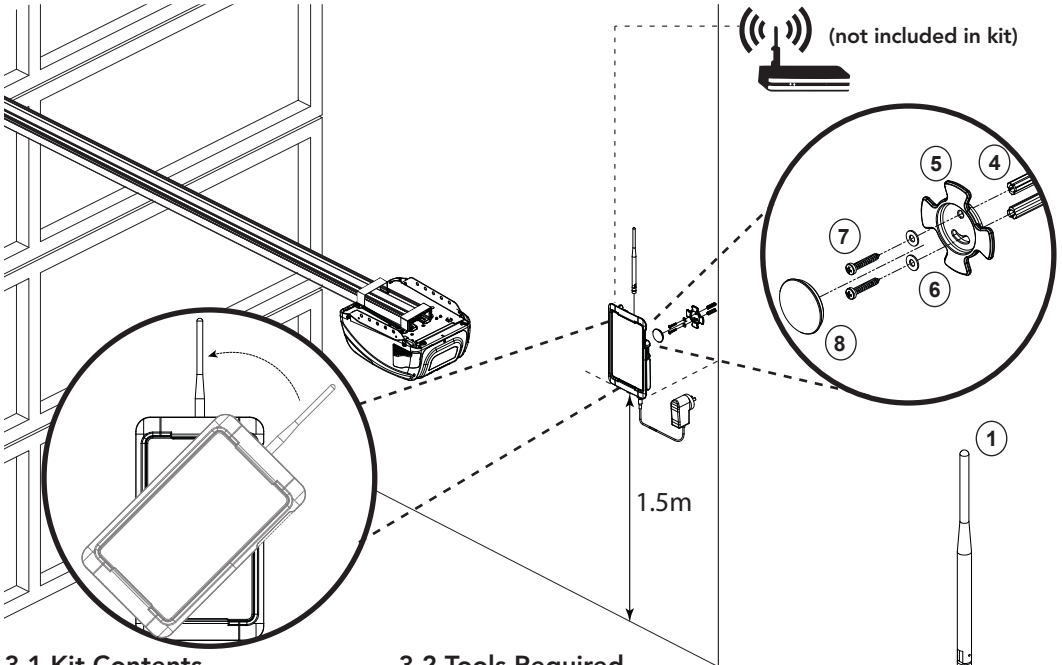
Burns

- **DO NOT** use chemicals to clean the device in order to avoid corrosion. Clean it with a dry cloth.
- **DO NOT** handle damaged or leaking batteries
- The battery should not be exposed to excessive heat such as sunlight, fire or the like.
- Please follow responsible procedures for battery disposal.

B&D Doors to the extent that such may be lawfully excluded hereby expressly disclaims all conditions or warranties, statutory or otherwise which may be implied by laws as conditions or warranties of purchase of a B&D Garage Door Opener. B&D Doors hereby further expressly excludes all or any liability for any injury, damage, cost, expense or claim whatsoever suffered by any person as a result whether directly or indirectly from failure to install the B&D Garage Door Opener in accordance with the installation instructions.



3. Kit Contents



3.1 Kit Contents

- a. 1 x Antenna 915MHz
- b. 1 x Network BaseStation
- c. 1 x Power Supply AU 240V 0.5A
- d. 2 x Plastic Wall Plug 6.9 x 1"
- e. 1 x Wall Mount NBS-1V1 WT
- f. 2 x Flat Washer I.D 4
- g. 2 x Self Tapping Screw 6 x 1"
- h. 1 x Round Cap 35 WT
- ☺ Power Button (switch on beforehand as charging may be required)

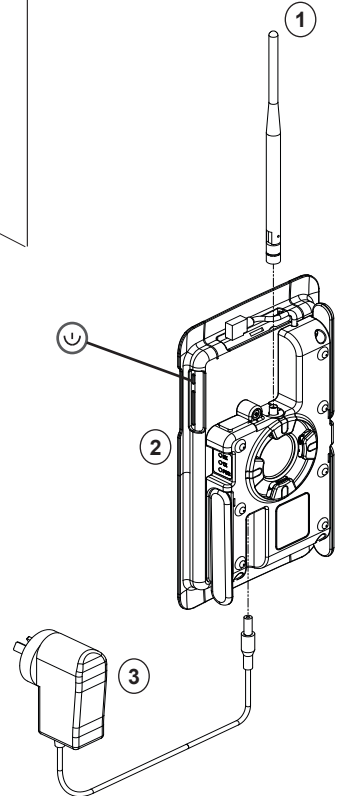
3.2 Tools Required

- Drill / Drill bits
- Screwdrivers
- Marker Pen

3.3 Initial Check

Before connecting to the Base Station, check the following:

- a. Connect the power supply and antenna to Base Station.
- b. Turn on Base Station, charging may be required (minimum of 2 hours)
- c. Install mounting kit as per diagram above if the Base Station is to be wall mounted.
- d. Alternatively place the Base Station in the upright position and pull out the leg supports from the back of the stand to support the unit.



4. Connect to Wi-Fi

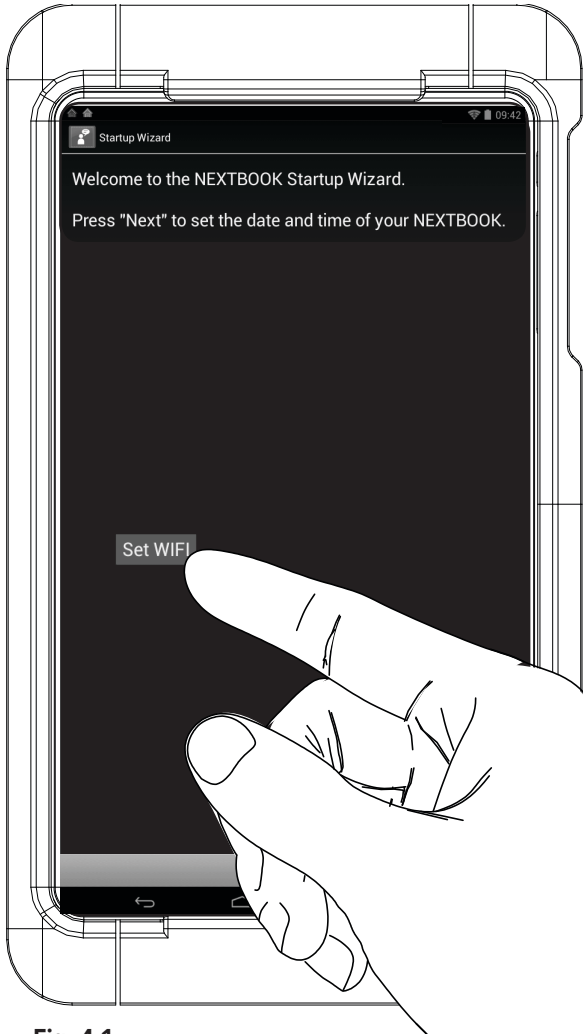


Fig. 4.1

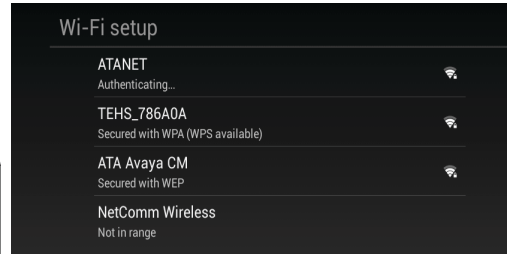


tip

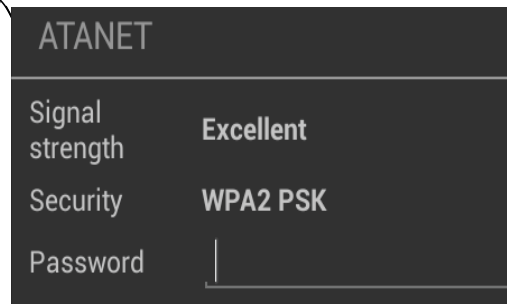
HELPFUL TIP: Choose an installation location where there is sufficient access to Wi-Fi, close to a power point and within 25m of the opener.

4.1 Connect Base Station to Wi-Fi

- Turn Base Station on if it has been charging. The first time the base station is switched on it will show the startup wizard.
- Select "Set Wi-Fi", halfway down the screen on the left hand side (**Fig 4.1**).
- List of local Wi-Fi will appear.



- Select the home Wi-Fi.
- Enter in the password:
 - generally located on the bottom of the router modem
 - if password can not be found and the router has a WPS button, press Cancel to enter password and go to Appendix A and start at Step C.



- The Base Station will attempt to connect to the Wi-Fi.
- Once successful "Connected" will display underneath the Wi-Fi name.
- Click on the Back icon (see Section 6 for icons) to return to the StartUp wizard.



5. Set Date and Time Zone

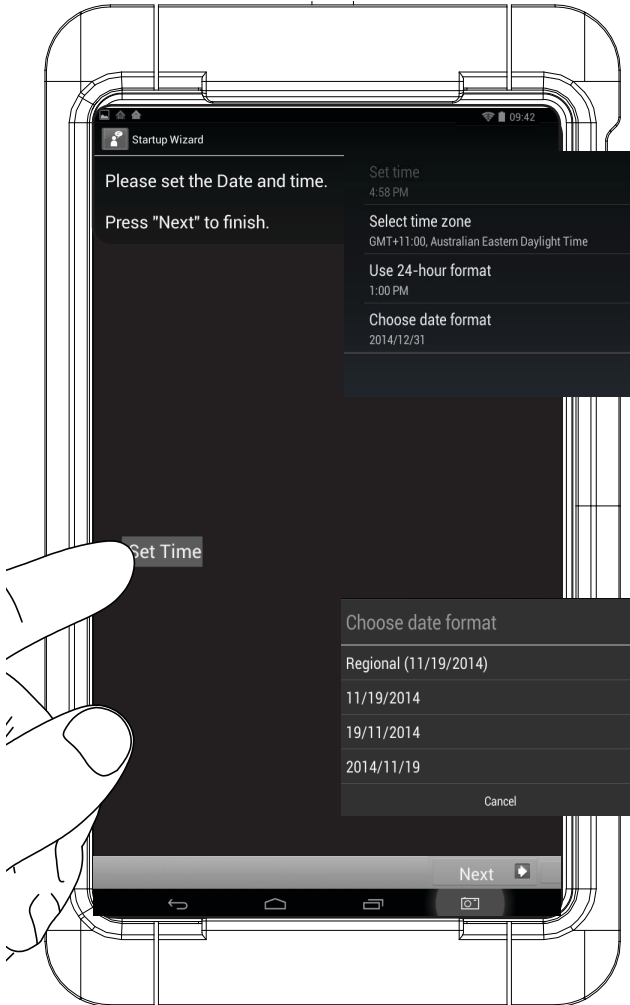


Fig. 5.1



CAUTION! It is important to select the correct time zone and date format for the location as the push notifications and activity log will use these details.



HELPFUL TIP: The time will be set from the server, according to the time zone selected.

5.1 Set Time Zone

- Click on "Next" to move to the Date and Time Screen
- Select "Set Date", halfway down the screen on the left hand side (**Fig 5.1**).
- Tap on "Select time zone".
- Swip list in an upwards stroke to scroll to the very bottom of list.
- Locate the appropriate Australian time zone from the following:
 - Sydney, Canberra (select this one for Melbourne)
 - Hobart
 - Adelaide
 - Brisbane
 - Darwin
 - Perth (is 5 zones above Darwin)

5.2 Use 24-hour format





- Select "Use 24-hour format" will change the clock listed under the wording to a 24-hour clock.
- To change back to 12-hour format simply select "Use 24-hour format" again.

5.3 Choose date format

- Select "Choose date format" and tap on one of the following:
 - mm/dd/yyyy
 - dd/mm/yyyy
 - yyyy/mm/dd
- Select "Next"
- Select "Next" to finish Wizard
- Select "OK"
- The Base Station Home screen will load.



6. User Operating Controls

ICON	Function
HOME	Displays the home screen. Once connected to a device, swiping across the screen to the left will then display the animation screen for that device. Multiple devices can be added and therefore will show multiple animation screens.
SMART DEVICES	Gains access to Add devices to the Base Station. Up to 16 devices can be stored.
USERS & PHONES	A User for the Base Station must be created. Then additional users can be added for smart phones. Each User is identifiable and can be deleted or locked out at the touch of a button.
LOGS	Will display which user has been operating the device and provide a time and date stamp.
 HELP	Accesses the online help menu.
 SETTINGS	Opens the Base Station setting menu to rename Base Station, manually check for updates, clear smart device storage, refresh app, add notification when new users are created or when a new phone is added to the system.
BS967651	Base Station Number. This is the number that will display when scanning for Base Station to pair a smart phone.
Online / Offline	Connectivity Status. Indicates whether the Base Station is connected to Wi-Fi.
Notifications	List the notifications that have been sent to the smart phone
	Back
	Home

Base Station Image



Fig. 6.1



HELPFUL TIP: If the animation page is displaying, swipe across the screen from left to right to go back to the home screen and vice versa to view animation screen.



7. Connect to Opener

7.1 Set Travel Limits

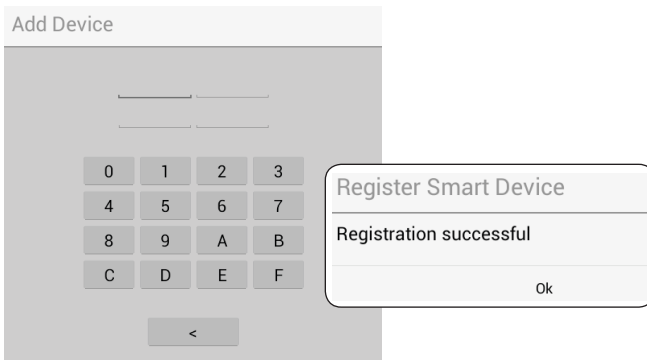
Refer to the Opener Installation sheet to set the travel limits. If the limits are already set proceed to connecting Base Station to Opener.



WARNING! The Base Station can not be paired with the opener unless the limits are set. Refer to Opener manual to set limits.

7.2 Connect Base Station to Opener

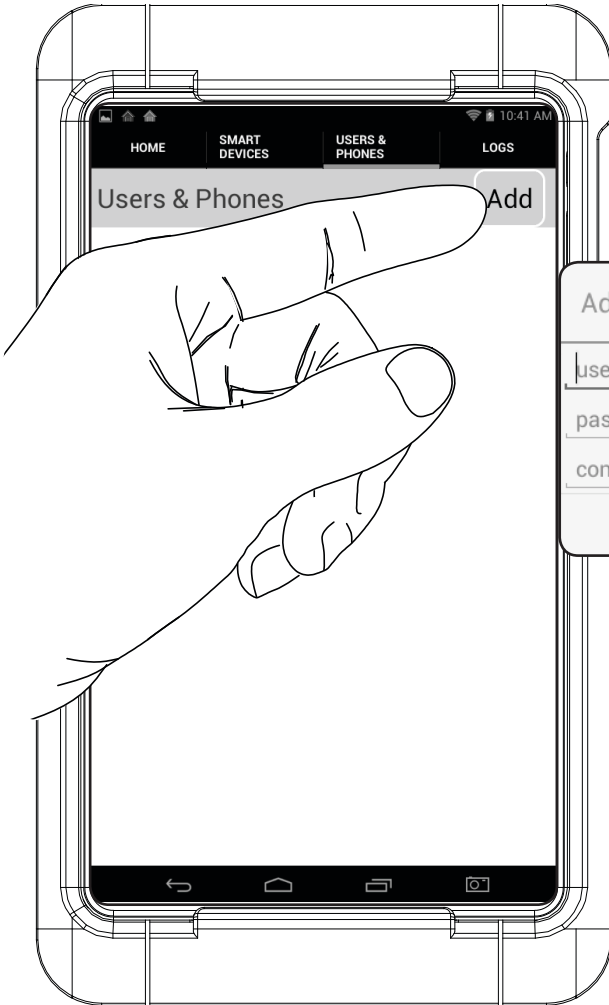
- Select "Smart Devices" from the Menu bar on the Base Station.
- Tap on "Add"
- Enter 16 digit Registration Code located on:
 - Card supplied with the opener
 OR
 - The transceiver in the opener has the same registration code.



- Select "Add"
- Registration successful, Tap on "OK"
- If multiple openers are to be connected, repeat the same process.



8. Create User



8.1 Create Primary User

A Primary User with a password is required to set up the Base Station and to pair any smart phones.

- Select "Users & Phones"
- Tap on "Add"
- Enter a unique Username and Password (minimum 5 digits)
- Select "Add"

Add User

username

password

confirm password

Cancel
Add



HELPFUL TIP: The username and password entered is also required to connect any smart phones to the Base Station. Remember these details.

9. Smart Phone App



HELPFUL TIP: The user's phone must be connected to the same Wi-Fi as the Base Station in order to pair with the Base Station.

9.1 Download App

- a. Ensure user's phone is connected to the same Wi-Fi as the Base Station.
- b. Download the B&D App from:
 - i. For iPhone download from the App Store.
 - ii. For Android download from Google Play.



9.2 Connect Phone to Base Station

- a. Open up the B&D App.
- b. Select "Scan for Basestation" (Fig 9.1)
- c. Basestation no. will display
- d. Tap on Basestation no. "BSXXXXXX" (This should be the same number displayed on the Base Station home screen). Refer to Section 6 for details.
- e. Enter Username and Password (same details entered when setting up Base Station)

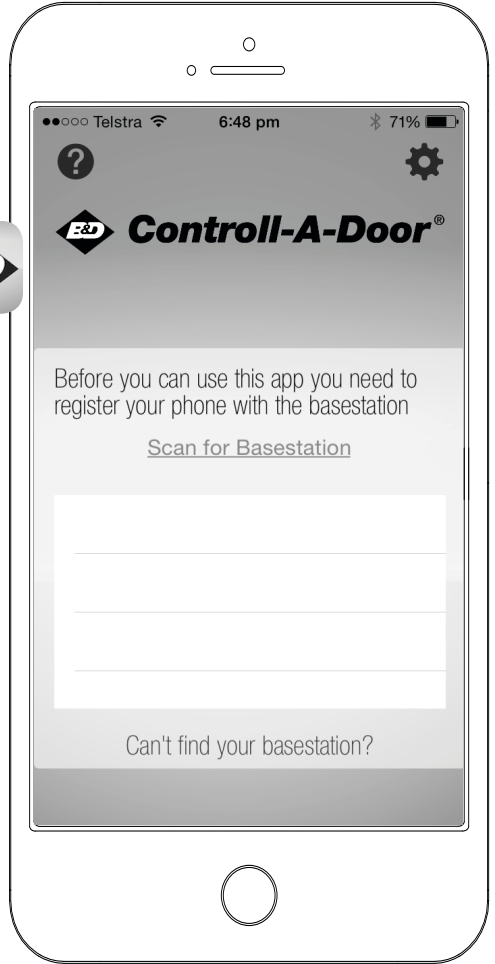


Fig. 9.1

Please enter username and password as entered on the basestation

Username

Password

Register

Cancel

- f. Tap on "Register"
- g. Prompt for "Remember password" will display.

Please enter password as entered on the basestation

Password

Login

Remember password

- h. Select "Login"



WARNING! By remembering the password automatically will ensure that anyone who has access to your mobile phone can operate your opener. Be sure to keep out of reach of children.



10. Confirming Phones

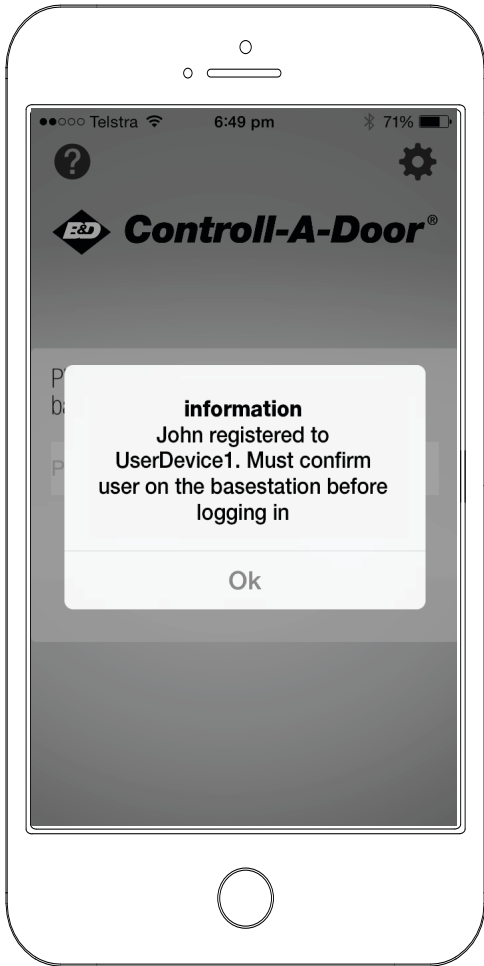


Fig. 10.1

10.1 Confirm new Phone

The Smart Phone App will not become active until the Base Station confirms and accepts the new phone therefore:

- Message is received on Phone after scanning for Basestation (**Fig 10.1**).
- Select OK.
- Go to Base Station
- Accept, Reject or Confirm Later the message on screen (**Fig 10.2**).
- Only after Accepting confirmation on the Base Station will phone App, display the animation screen and be operational. Without confirmation the smart phone will display a blank screen.

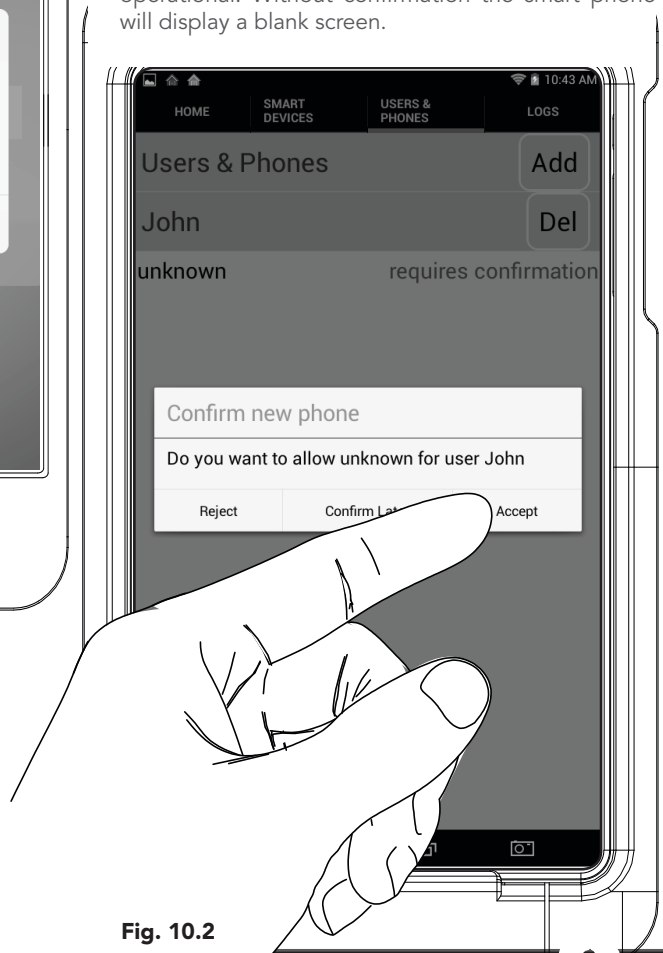



Fig. 10.2

11. Base Station Settings

Access additional door settings from the animation home page, by swiping to the left across the screen, then pressing the settings icon  in the top right hand of the screen.

11.1 Rename Door

- Tap on the Smart Device Name "garage"
(Fig 11.1).
- Change the name of garage using keypad.
- Press "Set" to save the new name.

11.2 Codeset Remote Control

The remote control transmitters from the opener and any additional remote control transmitters can be coded to the opener from the Base Station.

- Tap on "open/ stop/ close"
- Choose from the drop down menu for actions such as:
 - open/ stop/ close
 - Part open 1
 - Light toggle
 - Remote control lockout
 - Auxiliary
- Press "Set"
- The opener will begin to beep and a prompt will appear on the screen to press the remote control transmitter button you wish to code, hold for 2 seconds, release for 2 seconds, then press the same button again.
- The opener will beep and stop to indicate the button has been stored.

11.3 Operation from Transmitter

- To operate the opener, press the programmed remote control transmitter button until your door begins to move (usually 2 seconds).
- If you press the remote control transmitter whilst the door is moving the door will stop. The next press of the button will move the door in the opposite direction.
- The animated display on the base station will show the door going up and down and which remote control transmitter, phone or if it is the base station operating the door.

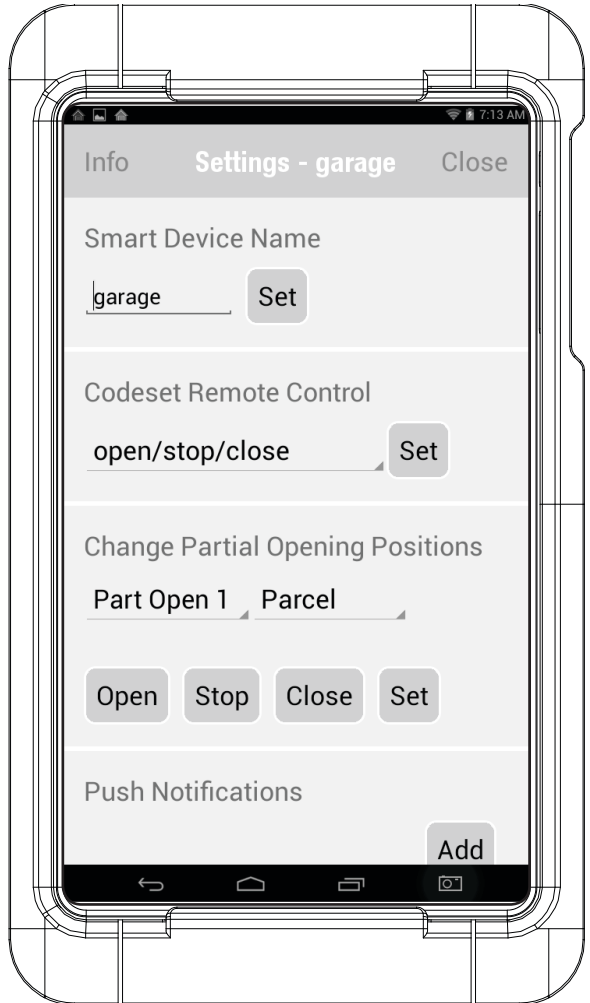


Fig. 11.1

12. Opening Positions

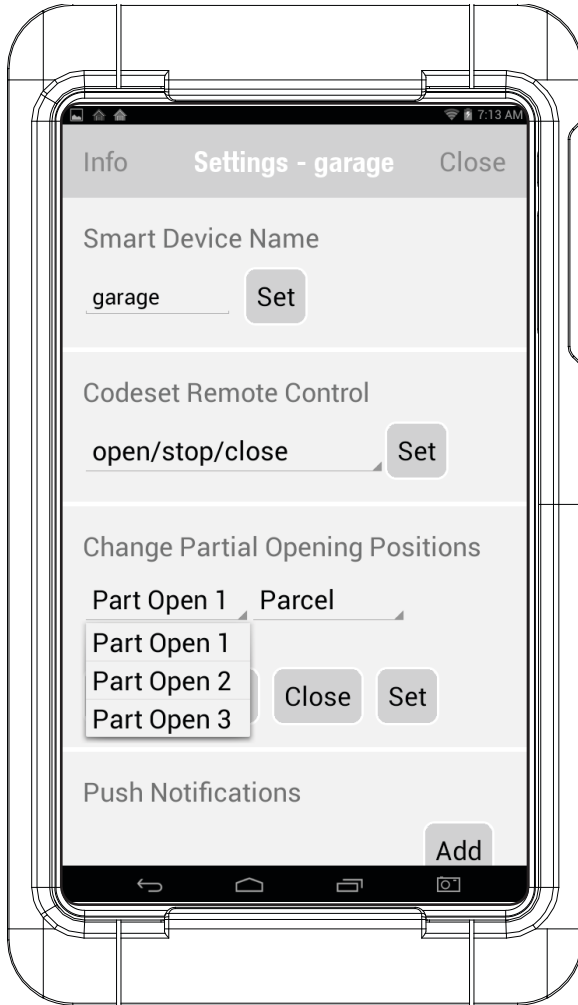


Fig. 12.1

12.1 Change Partial Opening Positions

- Set up to 3 Part Open settings for icons such as:
 - Pet
 - Parcel
 - Pedestrian
 - Ventilation
- To set Part Open 1 (**Fig 12.1**), Tap on Parcel and from the drop down menu choose one of the settings.

Change Partial Opening Positions



- Use the OPEN, CLOSE and STOP buttons on the Base Station to drive the door to the desired position. Press SET to save the position.

13. Notifications

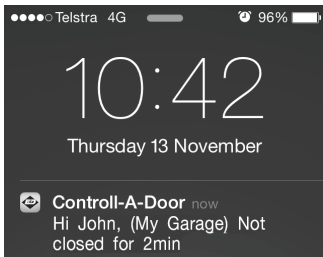
13.1 Push Notifications

With phone connectivity, notifications can be sent to smart phones connected to the Base Station.

- a. Tap on "Add" to the right of Notifications.
- b. Events such as:
 - i. is offline
 - ii. door fault
 - iii. is not closed
 - iv. door obstructed
 - v. service is due
 - vi. phone lockout off
 - vii. phone lockout on
- c. Select "is not closed" so that the smart phone will receive a notification when the door has not closed.
- d. Then tap on the "1 minute" and change to instant.
- e. Tap "Add" to set the Push Notification.
- f. Repeat the process to add more events to send notifications.

13.2 Notifications on Phone

- a. Notifications will display on the setting page underneath Push Notifications (**Fig 13.1**).
- b. These notifications will appear on the phone, once they are set from the Base Station, as long as the App notification settings on the phone are set to Banners and Alerts.



13.3 Remove Devices

Deregister

- a. Deregister will disconnect both the Base Station and the smart phone from the opener.
- b. Registration will be required to reconnect. (Refer to Section 7 Connect to Opener).

Refresh

Will simply refresh the screen and update any changes.

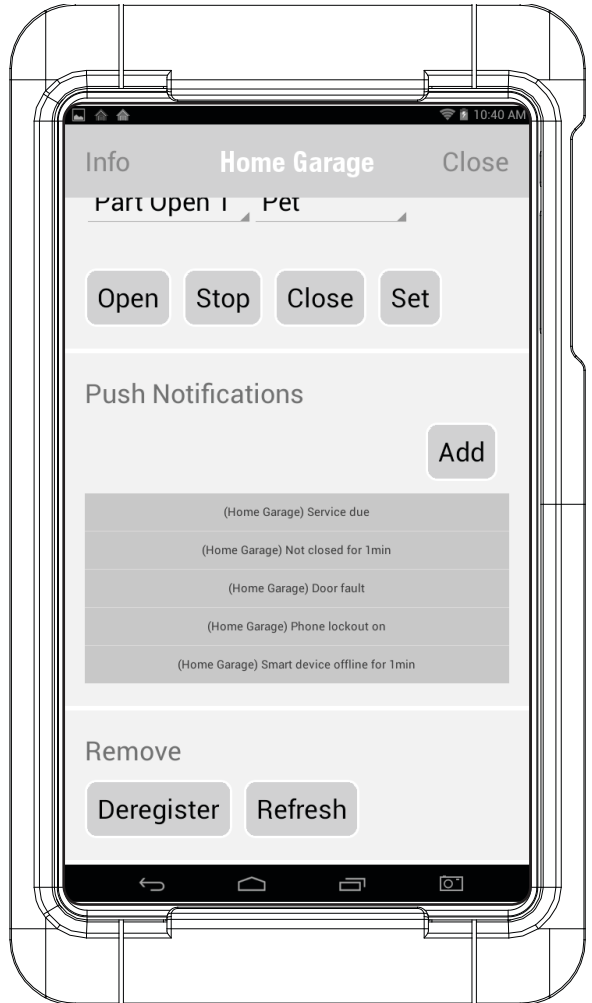


Fig. 13.1



HELPFUL TIP: The User will **NOT** receive push notifications on their smart phone while the app is actively running on the phone screen.



14. Phone Operating Controls

iPhone Image



Fig. 14.1

ICON	Function
? HELP	Accesses the online help menu.
⚙️ SETTINGS	Opens the Opener setting menu to rename opener, set partial openings, push event notifications and deregister devices.
DISPLAY	Animated display operates when the opener is activated to go up or down. The door on the screen will replicate the instructed action.
STOP	Will Stop the door when it is in motion. To start the door again press either ⬆️ UP or ⬇️ DOWN button.
⬆️ UP	One press of the button will open the door.
⬇️ DOWN	One press of the button will close the door.
▬ OPTIONS	Pet, Parcel, Pedestrian and Ventilation modes are available, along with Light, Auxiliary, Vacation and Phone lockout. Base Station passwords are required to operate lockouts.
HISTORY	Status bar displays the last operating function and who commanded it.



15. Options on Phone

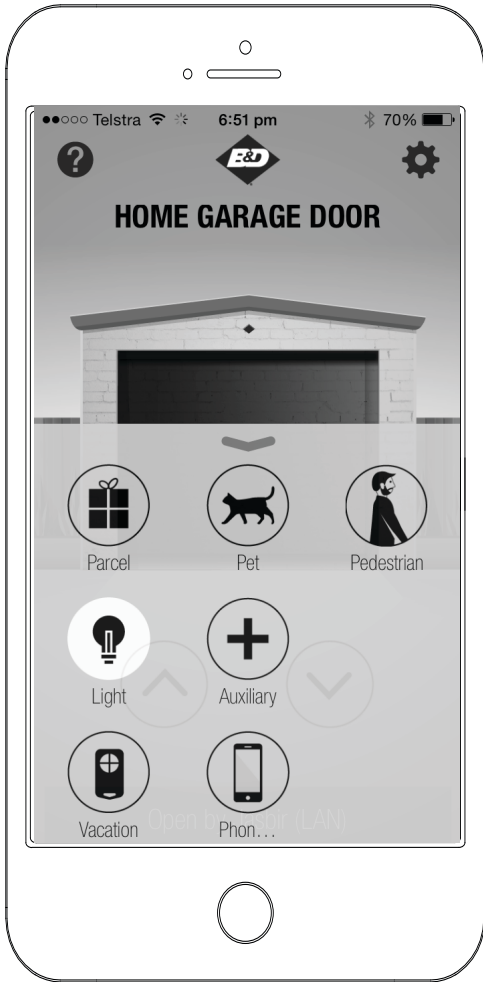


Fig. 15.1

Load the Smart phone app and the options saved on the Base Station will appear in the Phone Options area.

15.1 Options on Phone

- Swipe in an upwards direction across the "Options" bar.
- The saved options will display (Fig 15.1).
- Tapping on each icon will activate the setting.
- If the Light is on, tapping on the icon will turn it off and vice versa.
- Vacation mode and Phone lockout are also available and can be set from the phone.
- The Base Station username and password will be required to lock and unlock the phone lockout.
- When lockout settings are active the feature will appear on the Base Station and Phone animation screens (Fig 15.2).

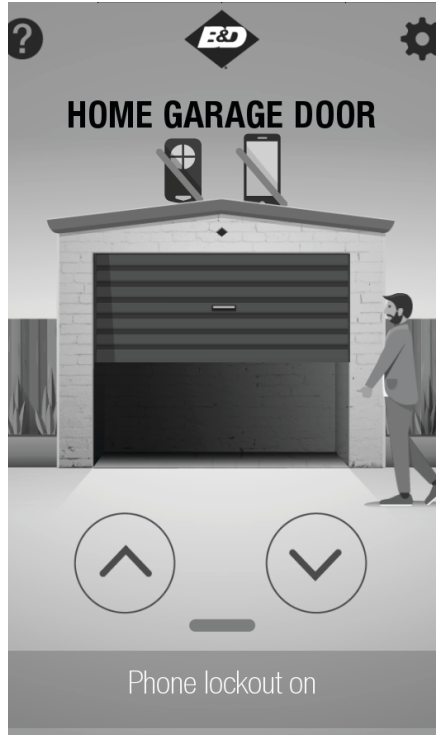


Fig. 15.2



16. Frequently Asked Questions

Questions	Response
What will it cost me to download the B&D App?	The B&D Controll-A-Door® App is available for free download from the App Store or Google Play.
Can I use the Smart Phone Control Kit to control a third party garage door opener?	No. The Smart Phone Control Kit is designed only to control B&D Automatic Openers that are Smart Phone Control Kit enabled.
The Smart Phone Control Kit includes a touchscreen Base Station. Can I use this to browse the internet, download other apps, play games etc?	No. The touchscreen Base Station is for use only in conjunction with the B&D Controll-A-Door® App.
Can I use my own iPad® / tablet to control and monitor status of the door from another room in the house?	Yes, the App can be installed on your iPad® / tablet, just like installing on your smart phone. You will require access to the Wi-Fi network.
Can the touchscreen Base Station be mounting in either portrait or landscape?	The touchscreen Base Station is set up for portrait orientation only.
Will the App replace my remote control all together?	No. Any mobile or Wi-Fi network disruption or power failure can prevent the B&D Controll-A-Door® App communicating with the base station or the base station communicating with the garage door. During these events the remote control transmitter will still operate the garage door (provided, in the case of power disruption that the garage door is fitted with a battery backup system). The B&D Controll-A-Door® App has additional features that your handheld remote doesn't have but we strongly recommend that you carry a handheld remote control transmitter with you while you are away in case access from the App is unavailable.
Can I move the fully charged touchscreen Base Station around the house?	No. The Base Station requires power at all times to be able to communicate with your garage door.



16. Frequently Asked Questions

Questions	Response
If I have multiple doors, how can I tell them apart on the App?	By accessing the setting icon on the animation page on the Base Station you can change the name of the door. For example, JOHN'S DOOR or FRONT GARAGE, that way when you look at the App you can identify which door you are controlling.
What happens to the system when we lose power at our home?	When there is a power failure, the Base Station, Wi-Fi and the opener will not operate. If you have a battery backup connected to the opener you will be able to operate the door from the opener remote control transmitter. Otherwise to use your door whilst there is no power you will need to disengage the opener and use the door manually.
What happens to the system if the power has been out for several hours?	The App will report that the garage door is not responding. No data will be lost and the system will recover after power is restored. The Base Station tablet may go flat. If this occurs the tablet will start to recharge when power returns and will restart when sufficient charge is reached. (approx 3hrs).
I forgot my log on details?	Delete your old user and recreate user with new password under Users & Phones tab from the Base Station. Select Deregister phone in setting on the phone app and then register the phone again using the new user and password.
I lost my phone, how do I disable it?	Delete the phone under Users & Phone tab from the Base Station.
How many smart devices (eg. garage doors and / or gates) can be controlled by one Base Station	16 devices.
Can I use my phone to control two or more Base Stations?	No the Smart Phone can only be registered to one Base Station.
What do the lights mean on the Base Station.	Red light - the Base Station is charging Orange light - the Base Station is charged



16. Frequently Asked Questions

Questions	Response
Partial Opening Modes (Parcel, Pet, Pedestrian) - What are these and are they at pre-set heights?	The partial opening modes allow you to partially open your garage door for extra security, privacy or convenience. For example the parcel mode allows you to remotely open your garage door partially to allow for the delivery or a parcel or similar object to be pushed under the door. You can set these to desired heights from the Base Station and then they can be controlled from a smart phone.
Can the Smart Phone Control Kit be charged by a Solar Power Connection or a Batter Back-Up Kit?	No. The Smart Phone Control Kit is powered by AC power.
The power supply for the Base Station is damaged / lost?	Ensure it is replaced with a similar 5V / 2.0A adaptor.
How do I enable / disable notifications?	Open the B&D Controll-A-Door® App on your smart phone and tap on the settings and slide the button to enable or disable notifications.
How do I make notifications stay on the locked phone screen?	Go into your smart phone settings, select notifications and then the B&D Controll-A-Door® App and select alerts.
How do I delete a phone from the Base Station?	Tap on "Del" next to the name of specific phone under Users & Phones tab on the Base Station.
I have used up all the allowed data for the month, can I still check the status of my garage door?	Yes if you can connect to the internet using Wi-Fi.
How do I connect my Base Station to a different Wi-Fi at home?	Refer to Appendix A in this Manual.
How do I access the Base Station settings to set a notification, the settings icon shows a different menu?	To access the notifications, you need to be on the animation page. Select the Home tab at the top of the screen and swipe your finger across the screen from left to right and the animation page will appear. Then select the settings icon.



16. Frequently Asked Questions

Questions	Response
<p>What do I do if I have a problem with the App?</p>	<p>Close the app and try again. If unsuccessful turn the Wi-Fi OFF on the phone and then ON again. Check for operation systems updates (IoS, Andriod). Check for B&D Controll-A-Door® App updates on the play store / iTunes.</p>
<p>The screen on my phone has frozen. What do I do?</p>	<p>Turn phone OFF then ON again. Check that the phone operating system is the latest version. Check for software updates.</p>
<p>What preferences can I change on my phone and what preferences need to be changed on the Base Station?</p>	<p>Only the Vacation mode (remote control transmitter lock) and Phone Lockout can be changed from the Smart Phone. You will require the Base Station password to set any preferences from the phone. All other preferences need to be changed from the Base Station.</p>
<p>What smart phone operating systems are supported by the App?</p>	<p>Both iOS® and Android® operating systems are supported by the App.</p>

If You Need Assistance

For product assistance contact 13 62 63 within Australia.



17. Emergency & Security



WARNING! When operating the manual release (while the door is open) the door may fall rapidly due to weak or broken springs, or due to being improperly balanced.

Do not disengage the opener to manual operation with children/ persons or any objects including motor vehicles within the doorway.

MANUAL RELEASE

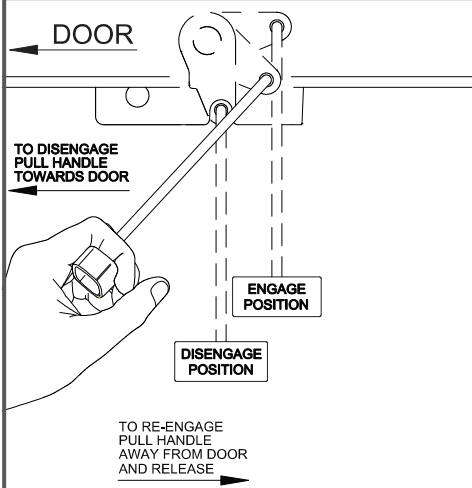


Fig. 17.1



CAUTION: When the opener is manually disengaged, the door is no longer locked. To lock the door manually, re-engage the opener after the door is closed.

17.1 Emergency Evacuations

In emergencies the garage door can be disengaged from the opener, via the manual release cord and the door opened manually. The manual release cord should be a maximum of 1.8m from the ground. The cord can be adjusted for special considerations.

17.2 Power Failure

When there is a power failure, the Base Station, Wi-Fi and the opener will not operate. If you have a battery backup connected to the opener you will be able to operate the door from the opener remote control transmitter. Otherwise to use your door whilst there is no power you will need to disengage the opener and use the door manually – see **Fig 17.1** and refer to the opener manual for further details.



CAUTION: Do not use the string handle as a mechanism to open the door. Failure to comply may cause serious injury.

17.3 Security

DO NOT lock your door when your opener is engaged as it has inbuilt locking facility. With the opener engaged your door will be locked whether the power is on or off.

Password protection on the Base Station along with the inbuilt confirmation of all phones / devices trying to connect to the system ensure only authorised access.

For added security it is recommended that the password does not get remembered automatically on the App. In doing so will ensure that anyone who has access to your mobile phone can operate your opener. Be sure to keep out of reach of children.



18. Specifications

Technical Specifications	Network Base Station
Power supply	5V 2Amp adaptor
Temperatures: Storage Temp: Ambient Temp: Operation Relative Humidity:	-20°C + 65°C 0°C + 40°C 20% - 90% (40°C)
Frequency response range	20Hz - 20KHz
Display	7.0 inch Touchpad
Built in Operating System	Andriod OS 4.2
CPU	Based on Cortex-A9 (dual-core) Main CPU frequency: 1.0Ghz
Opener range to Base Station	25m
Wi-Fi range to Base Station	install Base Station in a position within range of the local Wi-Fi network
No. of Characters: User Name Base Station Name Phone Name Device Name User Password	3 - 16 Characters 3 - 16 Characters 3 - 16 Characters 3 - 16 Characters 5 - 40 Characters
No of devices that can be connected to the Base Station	16
Number of Users:	Unlimited
Smart Phones can only be connected to	1 Base Station



19. Appendix

A - Connect to different Wi-Fi

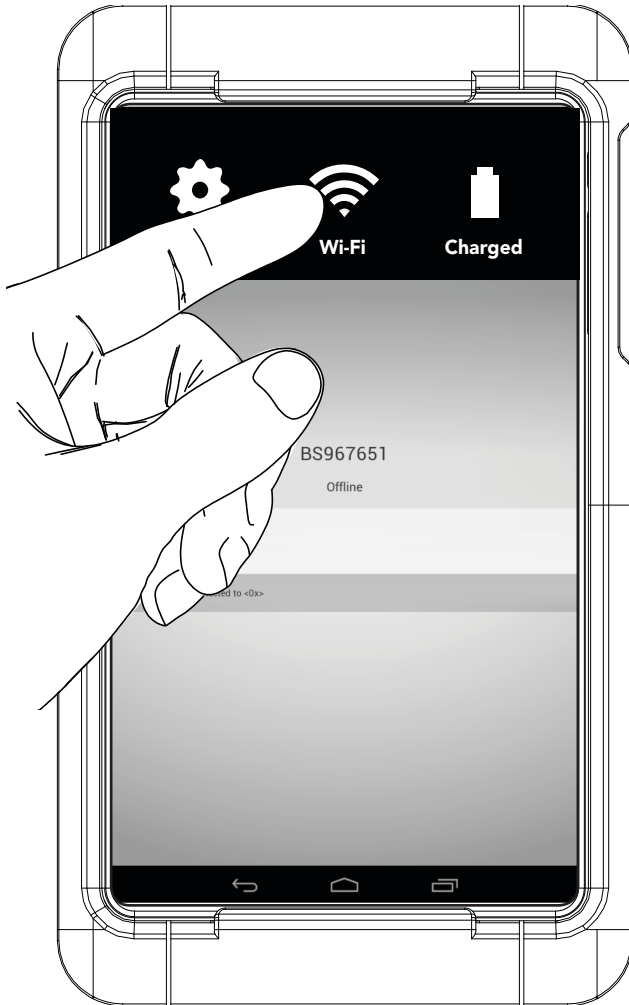


Fig. A.1

A.1 Connect to Wi-Fi

If you replace your Wi-Fi or need to move over to another Wi-Fi:

- Swipe down slowly from the top right hand side of the Base Station screen. **(Fig A.1)**
- Select "Wi-Fi".
- Tap on the WPS symbol.
- Within 2 minutes press the WPS button on the new Wi-Fi Modem.
 - Select "OK" if connection is successful.



OR

- "WPS Failed. Please try again in a few minutes" message will display. Wait an try from Step a again.

ALTERNATIVELY

- Instead of tapping on the WPS symbol after selecting Wi-Fi in step b, tap on the + symbol and enter in the password manually.

Appendix

B - Terms & Conditions (Base Station)

1. GENERAL

- a. B&D Australia Pty Ltd (B&D) is the provider of the Controll-A-Door® Smart Phone Control Kit (Base Station) and any products that are compatible with the Base Station (Compatible Products).
- b. The terms and conditions of this Agreement govern the relationship between you and B&D regarding your use of the Base Station. By clicking 'Accept' when first initialising the Base Station you agree to be bound by this Agreement.
- c. In order to operate, the Base Station requires a connection with one or more Compatible Products, which are available for purchase separately. The Base Station and any Compatible Products must be installed in accordance with the applicable installation instructions for those devices. The Base Station may also be connected to smartphone apps provided by B&D (Compatible Apps), which are available from the Apple iTunes Store and the Google Play Store.
- d. Your use of the Base Station is conditional on your acceptance and compliance with the terms, conditions, notices and disclaimers contained in this Agreement and elsewhere in, on or in relation to the Base Station (General Conditions) and any terms and conditions applicable to the Compatible Products and the Compatible Apps (Other Conditions). B&D reserves the right to modify this Agreement, the General Conditions and the Other Conditions at any time.
- e. The services (Base Station Services) provided by the Base Station are the control, monitoring and operation of Compatible Products. In order to provide the Base Station Services, the Base Station requires a connection with one or more Compatible Products. B&D reserves the right to modify the Base Station Services at any time.
- f. You may only use the Base Station for the purpose of controlling, monitoring and operating Compatible Products as permitted by these terms and conditions and any terms and conditions applicable to the Compatible Products (Authorised Purpose).
- g. In order to use the Base Station, you must enter on the Base Station the serial number of any Compatible Products that you intend to use with the Base Station. You must also register a username and password on the Base Station (Account).

2. USE OF THE BASE STATION

- a. You must:
 - i. comply with all applicable laws when using the Base Station, the Base Station Services and its Account, and must not use the Base Station, the Base Station Services or the Account to engage in any illegal conduct or activity;
 - ii. not rent, lease, sell, trade, gift, bequeath or otherwise transfer an Account to anyone;
 - iii. not access or use an Account which has been rented, leased, sold, traded, gifted, bequeathed, or otherwise transferred from the Account creator; and / or
 - iv. comply with all safety warnings or instructions B&D publishes relating to the Base Station, the Base Station Services, any Compatible Products or any Compatible Apps. You must watch the door when it is moving and keep people away until the door is completely opened or closed. Do not allow anything to stay in or near the path of the door at any time as it may operate unexpectedly.
- b. B&D, its related bodies corporate and their respective employees shall not be responsible for any eventualities arising from any failure to comply with the requirements in paragraph (a) above.
- c. You are solely responsible for any data or network charges incurred using the Base Station or the Base Station Services.
- d. You must comply with any applicable third party terms of agreement when using the Services.

3. SECURITY OF THE BASE STATION

- a. You are responsible for maintaining the security of your login password, and must not disclose your password to any other person, or otherwise allow any other person to access your Account.
- b. You must protect the Base Station and any personal information stored on the Base Station from misuse, interference and loss as well as unauthorised access, modification or disclosure.
- c. While B&D has used reasonable efforts to ensure the Base Station and the Base Station Services are secure, B&D and its related bodies corporate make no representations and, to the maximum extent permitted by law, exclude all warranties as to the security of the Base Station or the Base Station Services from any third party interference with the Base Station or the Base Station Services and take no responsibility for any error, omission or defect in such security.
- d. In the event you become aware of or suspect any breach of security, including without limitation any loss, theft or unauthorised disclosure of your password, you must immediately notify B&D and modify your password.
- e. B&D reserves the right to remove, reclaim or force forfeiture of any username at any time and for any reason, including but without limitation, with respect to usernames which are offensive, violate intellectual property rights, or which may mislead other users.

4. LICENCE TO USE THE BASE STATION

Subject to your compliance with this Agreement, B&D grants to you a revocable, non-exclusive, non-transferable licence to use the Base Station and the Base Station Services in the manner permitted by these General Conditions. Your licence to use the Base Station and the Base Station Services is subject to the following restrictions. You agree that you will not:



Appendix

B - Terms & Conditions (Base Station)

- a. use exploits, automation software, hacks or any software designed to modify, disrupt, overburden or interfere with use and enjoyment of the Base Station or the Base Station Services;
- b. institute, assist or become involved in any type of attack, including without limitation distribution of a virus or denial of service attacks using the Base Station or the Base Station Services;
- c. attempt to gain unauthorised access to the Base Station, the Base Station Services, Accounts registered to others, servers or networks connected to the Base Station by any means other than the user interface provided by B&D;
- d. use any unauthorised third party software that accesses, intercepts or otherwise collects information from or through the Base Station or that is in transit from or to the Base Station, including any software that reads areas of random access memory (RAM) or streams of network traffic used by the Base Station;
- e. use, facilitate, create, or maintain any unauthorised connection to the Base Station, including any connection to any unauthorised server that emulates the Base Station, or any connection which uses programs, tools, or software not expressly approved by B&D;
- f. reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any software or other intellectual property used to provide the Base Station or the Base Station Services;
- g. copy, modify or distribute rights or content from the Base Station; or
- h. otherwise use the Base Station for a purpose other than the Authorised Purpose.

5. SUSPENSION AND TERMINATION OF ACCOUNT AND BASE STATION SERVICES

- a. B&D may limit, suspend, terminate, modify or delete an Account or prohibit access to B&D services (including the Base Station Services) if you are, or B&D suspects that you are, failing to comply with the General Conditions.
- b. B&D provides you with support for the Base Station and the Base Station Services in its sole discretion. B&D reserves the right to stop supporting the Base Station and the Base Station Services at any time. You will be given at least one month prior notice when B&D will cease supporting the Base Station and the Base Station Services. At the end of that notice period your licence to use the Base Station and the Base Station Services will be automatically terminated.
- c. You may discontinue your use of the Base Station and the Services for any reason at any time.

6. INTELLECTUAL PROPERTY AND OWNERSHIP

The Base Station is protected by intellectual property rights in Australia and throughout the world. Unless indicated to the contrary, all right, title and interest in and to the intellectual property in relation to the Base Station is and will remain the exclusive property of B&D and/or its related bodies corporate, including without limitation:

- a. all copyright subsisting in the information, text, materials, graphics, software, names, logos and trade marks contained on the Base Station; and
- b. the trade marks contained on the Base Station. Where a mark is indicated as a registered mark it is registered in Australia and may also be registered in other jurisdictions.
- c. Nothing contained in the Base Station is to be construed as a licence or any right to use any intellectual property in relation to the Base Station, other than as expressly set out in these terms and conditions, without the express written permission of B&D.

7. PERSONAL INFORMATION

When using the Base Station, you are solely responsible for compliance with any legislation applicable to the personal information, including legislation concerning the collection, use, disclosure, quality, security, retention, access, identification and transfer of such personal information. B&D does not collect or store personal information relating to Accounts, or your usage of the Compatible Apps, the Base Station or any Compatible Products.

8. INDEMNITY, DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- a. B&D endeavours to ensure that the Base Station Services are reliable, and tries to ensure that any disruption to the access and use of the Base Station Services is restored within a reasonable timeframe where possible. However, B&D and its related bodies corporate make no representations and, to the maximum extent permitted by law, exclude all warranties as to the performance, quality, completeness, reliability, security, timeliness or accuracy of the Base Station Services (where applicable) and take no responsibility for any error, omission or defect in such Base Station Services.
- b. B&D, its related bodies corporate and their respective employees shall not be responsible for any eventualities arising from the use of, or reliance on, the Base Station Services or the services provided or referred to in the Base Station. They shall not be responsible for any errors or omissions in the Base Station.
- c. To the maximum extent permitted by law, B&D and its related bodies corporate:
 - i. disclaim any liability to any person arising out of any action or failure to act by that person or any third party, in accessing, using or relying on any Base Station Services provided by the Base Station whether caused by the negligence of B&D, its related bodies corporate or otherwise; and
 - ii. exclude all conditions, guarantees, warranties and liability in relation to the Base Station Services or your use of the Base Station Services whether based in statute, common law or otherwise.



Appendix

B - Terms & Conditions (Base Station)

- d. If a statutory condition, warranty or guarantee applies in your jurisdiction which cannot be excluded then, to the maximum extent permitted by law, all liability for the breach of any non-excludable condition, warranty or guarantee is limited to the supply of the relevant services again or payment of the cost of having the services supplied again.
- e. Subject to paragraphs (c) and (d) and to any remedies available to you under any non-excludable statutory guarantees and under any non-excludable indemnity provided under the Australian Consumer Law:
 - i. you expressly agrees that your use of the Base Station Services is at your sole risk;
 - ii. B&D and its related bodies corporate will have no responsibility or liability in relation to any indirect, incidental, special or consequential damages or for any personal injury, illness or death, loss of profits, loss of revenue, loss of contract, damage to reputation or goodwill, increased cost of workings, damage to software or hardware, loss of use, data corruption or loss of data arising from your use of or access to the Base Station or the Base Station Services;
 - iii. B&D and its related bodies corporate do not warrant that functions of the Base Station or the Base Station Services will be secure, uninterrupted or error free, that defects will be corrected or that the Base Station or the Base Station Services will be free of viruses, worms, bugs, or other code that manifests contaminating or destructive properties;
 - iv. you agrees to indemnify B&D, its related bodies corporate and each of their respective directors, officers, employees and agents against any action, claim, loss, damage, cost or expense which any of them suffer or incur which arises from or otherwise in connection with your use of the Base Station or the Base Station Services; and
 - v. you agree that you will not be entitled to compensation based on any of the issues referred to in items (i) to (iv) above other than as explicitly provided in this Agreement.

9. INTERPRETATION

In this Agreement, the words 'including', 'for example', 'such as' or other similar expressions (in any form) are not words of limitation.

10. SURVIVAL

The following clauses of this Agreement survive termination of service in relation to the Base Station or Base Station Services or discontinuance of use of the Base Station or Base Station Services: clauses 2, 5, 6, 7, 8, 9, 10 and 12.

11. SEVERABILITY

You and B&D agree that if any portion of this Agreement is found to be illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision will be ineffective solely to the extent of such determination of invalidity without affecting the remaining provisions of the General Conditions, which will continue to be in full force and effect.

12. GOVERNING LAW

This Agreement is governed by and interpreted in accordance with the laws applicable in the State of Victoria, Australia. You hereby agree to submit all disputes arising out of your use of the App or concerning this Agreement to the jurisdiction of the courts of the State of Victoria, Australia, including any disputes arising out of claims you have made against any of B&D, its related bodies corporate, or their respective directors, officers, employees and agents.



Appendix

C - Terms & Conditions (iPhone)

1. GENERAL

- a. B&D Australia Pty Ltd (B&D) is the provider of the B&D Controll-A-Door® App (App).
- b. The terms and conditions of this Agreement govern the relationship between you and B&D regarding the use of this App. By clicking 'Accept' when downloading this application you agree to be bound by this Agreement.
- c. In order to operate, the App requires a connection with a compatible B&D base station unit (Base Station) and one or more compatible B&D products that B&D may release from time to time (Compatible Products). The Base Station and Compatible Products are available for purchase separately, and must be installed in accordance with the applicable installation instructions for those devices.
- d. Your access to the App is conditional on your acceptance and compliance with the terms, conditions, notices and disclaimers contained in this Agreement and elsewhere in the App (General Conditions) and any terms and conditions applicable to the Base Station and the Compatible Products (Other Conditions). B&D reserves the right to modify this Agreement, the General Conditions and the Other Conditions at any time.
- e. The services (Services) provided by the App are the control, monitoring and operation of Compatible Products. In order to provide the Services, the App requires a connection with a Base Station and one or more Compatible Products. B&D reserves the right to modify the Services at any time.
- f. You are only authorised to access and use this App if you are in Australia and are in possession of a Compatible Product and Base Station.
- g. You may only use this App for the purpose of controlling, monitoring and operating Compatible Products as permitted by the App, this Agreement and any terms and conditions applicable to the Base Station and the Compatible Products (Authorised Purpose).
- h. In order to access and use the App, you will be required to enter the username and password which you registered on the Base Station (Account).

2. USE OF THE APP

- a. You must:
 - i. comply with all applicable laws when using the App, the Services and your Account, and you must not use the App, the Services or your Account to engage in any illegal conduct or activity;
 - ii. not rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account to anyone;
 - iii. not access or use an Account which has been rented, leased, sold, traded, gifted, bequeathed, or otherwise transferred from the Account creator; and / or
 - iv. comply with all safety warnings or instructions published by B&D relating to the App, the Services, the Base Station or the Compatible Products. You must watch the door when it is moving and keep people away until the door is completely opened or closed. Do not allow anything to stay in or near the path of the door at any time as it may operate unexpectedly.
- b. B&D, its related bodies corporate and their respective employees shall not be responsible for any eventualities arising from any failure to comply with the requirements in paragraph (a) above.
- c. You are solely responsible for any data or network charges incurred using the App or the Services.
- d. You must comply with any applicable third party terms of agreement when using the App or the Services.

3. SECURITY OF THE APP

- a. You are responsible for maintaining the security of your login password. You must not disclose your password to any other person, or otherwise allow any other person to access your Account.
- b. You must protect the App and any personal information stored on the App from misuse, interference and loss as well as unauthorised access, modification or disclosure.
- c. While B&D has used reasonable efforts to ensure the App and the Services are secure, B&D and its related bodies corporate make no representations and, to the maximum extent permitted by law, exclude all warranties as to the security of the App or the Services from any third party interference with the App or the Services and take no responsibility for any error, omission or defect in such security.
- d. In the event you become aware of or suspect any breach of security, including without limitation any loss, theft or unauthorised disclosure of your password, you must immediately notify B&D and modify your password.
- e. B&D reserves the right to remove, reclaim or force forfeiture of any username at any time and for any reason, including but without limitation to, with respect to usernames which are offensive, violate intellectual property rights, or which may mislead other users.

4. LICENCE TO USE THE APP

Subject to your compliance with this Agreement, B&D grants to you a revocable, non-exclusive, non-transferable licence to use the App and the Services on an iPhone, iPad or similar such device that you own or control, in the manner permitted



Appendix

C - Terms & Conditions (iPhone)

by these General Conditions and the Apple iTunes Store Terms and Conditions provided at <http://www.apple.com/legal/internet-services/itunes/au/terms.html>. Your licence to use the App and the Services is subject to the following restrictions. You agree that you will not:

- a. use exploits, automation software, hacks or any software designed to modify, disrupt, overburden or interfere with use and enjoyment of the App or the Services;
- b. institute, assist or become involved in any type of attack, including without limitation distribution of a virus or denial of service attacks using the App or the Services;
- c. attempt to gain unauthorised access to the App, the Services, Accounts registered to others, servers or networks connected to the App by any means other than the user interface provided by B&D;
- d. use any unauthorised third party software that accesses, intercepts or otherwise collects information from or through the App or that is in transit from or to the App, including any software that reads areas of random access memory (RAM) or streams of network traffic used by the App;
- e. use, facilitate, create, or maintain any unauthorised connection to the App, including any connection to any unauthorised server that emulates the App, or any connection which uses programs, tools, or software not expressly approved by B&D;
- f. reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any software or other intellectual property used to provide the App or the Services;
- g. copy, modify or distribute rights or content from the App; or
- h. otherwise use the App for a purpose other than the Authorised Purpose.

5. SUSPENSION AND TERMINATION OF ACCOUNT AND APP

- a. B&D may limit, suspend, terminate, modify or delete your Account or prohibit access to B&D services (including the App and the Services) if you are, or B&D suspects that you are, failing to comply with the General Conditions.
- b. B&D provides you with support for the App and the Services in its sole discretion. B&D reserves the right to stop supporting the App and the Services at any time. You will be given at least one month prior notice of when B&D will cease supporting the App and the Services. At the end of that notice period your licence to use the App and the Services will be automatically terminated.
- c. You may discontinue your use of the App and the Services for any reason at any time.

6. INTELLECTUAL PROPERTY AND OWNERSHIP

The App is protected by intellectual property rights in Australia and throughout the world. Unless indicated to the contrary, all right, title and interest in and to the App and the intellectual property in relation thereto is and will remain the exclusive property of B&D and/or its related bodies corporate, including without limitation:

- a. all copyright subsisting in the information, text, materials, graphics, software, names, logos and trade marks contained on the App; and
- b. the trade marks contained on the App. Where a mark is indicated as a registered mark it is registered in Australia and may also be registered in other jurisdictions.

Nothing contained in the App is to be construed as a licence or any right to use any intellectual property in relation to the App, other than as expressly set out in this Agreement, without the express written permission of B&D.

7. PERSONAL INFORMATION

When using the App you are also solely responsible for your compliance with any legislation applicable to the personal information, including legislation concerning the collection, use, disclosure, quality, security, retention, access, identification and transfer of such personal information. B&D does not collect or store personal information relating to the Account, or your usage of the App, the Base Station or any Compatible Products.

8. INDEMNITY, DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- a. B&D endeavours to ensure that the App and the Services are reliable, and tries to ensure that any disruption to the access and use of the App or the Services is restored within a reasonable timeframe where possible. However, B&D and its related bodies corporate make no representation and, to the maximum extent permitted by law, exclude all warranties as to the performance, quality, completeness, reliability, security, timeliness or accuracy of the App or the Services (where applicable) and take no responsibility for any error, omission or defect in such App or Services.
- b. B&D, its related bodies corporate and their respective employees shall not be responsible for any eventualities arising from the use of, or reliance on, the App or the Services provided or referred to in the App. They shall not be responsible for any errors or omissions in the App.
- c. To the maximum extent permitted by law, B&D and its related bodies corporate:
 - i. disclaim any liability to any person arising out of any action or failure to act by that person or any third party, in accessing, downloading, using or relying on any Services provided by this App whether caused by the negligence of B&D, its related bodies corporate or otherwise; and



Appendix

C - Terms & Conditions (iPhone)

- ii. exclude all conditions, guarantees, warranties and liability in relation to the App, the Services or your use of the App or the Services whether based in statute, common law or otherwise.
- d. If a statutory condition, warranty or guarantee applies in your jurisdiction which cannot be excluded then, to the maximum extent permitted by law, all liability for the breach of any non-excludable condition, warranty or guarantee is limited to the supply of the relevant services again or payment of the cost of having the services supplied again.
- e. Subject to paragraphs (c) and (d) and to any remedies available to you under any non-excludable statutory guarantees and under any non-excludable indemnity provided under the Australian Consumer Law:
 - i. you expressly agree that your use of the App and the Services is at your sole risk;
 - ii. B&D and its related bodies corporate will have no responsibility or liability in relation to any indirect, incidental, special or consequential damages or for any personal injury, illness or death, loss of profits, loss of revenue, loss of contract, damage to reputation or goodwill, increased cost of workings, damage to your software or hardware, loss of use, data corruption or loss of data arising from your use of or access to the App or the Services;
 - iii. B&D and its related bodies corporate do not warrant that functions of the App or the Services will be secure, uninterrupted or error free, that defects will be corrected or that the App, B&D, its related bodies corporate or the server that makes the App available, are free of viruses, worms, bugs, or other code that manifests contaminating or destructive properties;
 - iv. you agree to indemnify B&D, its related bodies corporate and each of their respective directors, officers, employees and agents against any action, claim, loss, damage, cost or expense which any of them suffer or incur which arises from or otherwise in connection with your use of the App and the Services; and
 - v. you agree that you will not be entitled to compensation based on any of the issues referred to in items (i) to (iv) above other than as explicitly provided in this Agreement.

9. TERMS AND CONDITIONS OF APPLE

- a. This Agreement is concluded between you and B&D only. Apple has no obligation to provide any maintenance or support services with respect to the App.
- b. By using the App you agree that Apple and Apple's subsidiaries will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary to this Agreement.
- c. B&D, and not Apple, will be responsible, subject to the terms of this Agreement, for addressing any claims instigated by you relating to the App, including, but not limited to:
 - i. product liability claims;
 - ii. any claim that the App fails to conform to any applicable legal or regulatory requirement; and
 - iii. claims arising under consumer protection or similar legislation.
- d. In the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, B&D and not Apple will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.
- e. By using the App, you represent and warrant that:
 - i. You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a 'terrorist supporting' country; and
 - ii. You are not listed on any U.S. Government list of prohibited or restricted parties.

10. INTERPRETATION

In this Agreement, the words 'including', 'for example', 'such as' or other similar expressions (in any form) are not words of limitation.

11. SURVIVAL

The following clauses of this Agreement survive termination of service in relation to the App or discontinuance of use of the App: clauses 2, 5, 6, 7, 8, 9, 10, 11 and 13.

12. SEVERABILITY

You and B&D agree that if any portion of this Agreement is found to be illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision will be ineffective solely to the extent of such determination of invalidity without affecting the remaining provisions of the General Conditions, which will continue to be in full force and effect.

13. GOVERNING LAW

This Agreement is governed by and interpreted in accordance with the laws applicable in the State of Victoria, Australia. You hereby agree to submit all disputes arising out of your use of the App or concerning this Agreement to the jurisdiction of the courts of the State of Victoria, Australia, including any disputes arising out of claims you have made against any of B&D, its related bodies corporate, or their respective directors, officers, employees and agents.



Appendix

D - Terms & Conditions (Android)

1. GENERAL

- a. B&D Australia Pty Ltd (B&D) is the provider of the B&D Controll-A-Door® App (App).
- b. The terms and conditions of this Agreement govern the relationship between you and B&D regarding the use of this App. By clicking 'Accept' when downloading this application you agree to be bound by this Agreement.
- c. In order to operate, the App requires a connection with a compatible B&D base station unit (Base Station) and one or more compatible B&D products that B&D may release from time to time (Compatible Products). The Base Station and Compatible Products are available for purchase separately, and must be installed in accordance with the applicable installation instructions for those devices.
- d. Your access to the App is conditional on your acceptance and compliance with the terms, conditions, notices and disclaimers contained in this Agreement and elsewhere in the App (General Conditions) and any terms and conditions applicable to the Base Station and the Compatible Products (Other Conditions). B&D reserves the right to modify this Agreement, the General Conditions and the Other Conditions at any time.
- e. The services (Services) provided by the App are the control, monitoring and operation of Compatible Products. In order to provide the Services, the App requires a connection with a Base Station and one or more Compatible Products. B&D reserves the right to modify the Services at any time.
- f. You are only authorised to access and use this App if you are in Australia and are in possession of a Compatible Product and Base Station.
- g. You may only use this App for the purpose of controlling, monitoring and operating Compatible Products as permitted by the App, this Agreement and any terms and conditions applicable to the Base Station and the Compatible Products (Authorised Purpose).
- h. In order to access and use the App, you will be required to enter the username and password which you registered on the Base Station (Account).

2. USE OF THE APP

- a. You must:
 - i. comply with all applicable laws when using the App, the Services and your Account, and you must not use the App, the Services or your Account to engage in any illegal conduct or activity;
 - ii. not rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account to anyone;
 - iii. not access or use an Account which has been rented, leased, sold, traded, gifted, bequeathed, or otherwise transferred from the Account creator; and / or
 - iv. comply with all safety warnings or instructions published by B&D relating to the App, the Services, the Base Station or the Compatible Products. You must watch the door when it is moving and keep people away until the door is completely opened or closed. Do not allow anything to stay in or near the path of the door at any time as it may operate unexpectedly.
- b. B&D, its related bodies corporate and their respective employees shall not be responsible for any eventualities arising from any failure to comply with the requirements in paragraph (a) above.
- c. You are solely responsible for any data or network charges incurred using the App or the Services.
- d. You must comply with any applicable third party terms of agreement when using the App or the Services.

3. SECURITY OF THE APP

- a. You are responsible for maintaining the security of your login password. You must not disclose your password to any other person, or otherwise allow any other person to access your Account.
- b. You must protect the App and any personal information stored on the App from misuse, interference and loss as well as unauthorised access, modification or disclosure.
- c. While B&D has used reasonable efforts to ensure the App and the Services are secure, B&D and its related bodies corporate make no representations and, to the maximum extent permitted by law, exclude all warranties as to the security of the App or the Services from any third party interference with the App or the Services and take no responsibility for any error, omission or defect in such security.
- d. In the event you become aware of or suspect any breach of security, including without limitation any loss, theft or unauthorised disclosure of your password, you must immediately notify B&D and modify your password.
- e. B&D reserves the right to remove, reclaim or force forfeiture of any username at any time and for any reason, including but without limitation to, with respect to usernames which are offensive, violate intellectual property rights, or which may mislead other users.



Appendix

D - Terms & Conditions (Android)

4. LICENCE TO USE THE APP

Subject to your compliance with this Agreement, B&D grants to you a revocable, non-exclusive, non-transferable licence to use the App and the Services on an Android device that you own or control, in the manner permitted by these General Conditions and the Google Play Store Terms of Service provided at https://play.google.com/intl/en_au/about/play-terms.html. Your licence to use the App and the Services is subject to the following restrictions. You agree that you will not:

- a. use exploits, automation software, hacks or any software designed to modify, disrupt, overburden or interfere with use and enjoyment of the App or the Services;
- b. institute, assist or become involved in any type of attack, including without limitation distribution of a virus or denial of service attacks using the App or the Services;
- c. attempt to gain unauthorised access to the App, the Services, Accounts registered to others, servers or networks connected to the App by any means other than the user interface provided by B&D;
- d. use any unauthorised third party software that accesses, intercepts or otherwise collects information from or through the App or that is in transit from or to the App, including any software that reads areas of random access memory (RAM) or streams of network traffic used by the App;
- e. use, facilitate, create, or maintain any unauthorised connection to the App, including any connection to any unauthorised server that emulates the App, or any connection which uses programs, tools, or software not expressly approved by B&D;
- f. reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any software or other intellectual property used to provide the App or the Services;
- g. copy, modify or distribute rights or content from the App; or
- h. otherwise use the App for a purpose other than the Authorised Purpose.

5. SUSPENSION AND TERMINATION OF ACCOUNT AND APP

- a. B&D may limit, suspend, terminate, modify or delete your Account or prohibit access to B&D services (including the App and the Services) if you are, or B&D suspects that you are, failing to comply with the General Conditions.
- b. B&D provides you with support for the App and the Services in its sole discretion. B&D reserves the right to stop supporting the App and the Services at any time. You will be given at least one month prior notice of when B&D will cease supporting the App and the Services. At the end of that notice period your licence to use the App and the Services will be automatically terminated.
- c. You may discontinue your use of the App and the Services for any reason at any time.

6. INTELLECTUAL PROPERTY AND OWNERSHIP

The App is protected by intellectual property rights in Australia and throughout the world. Unless indicated to the contrary, all right, title and interest in and to the App and the intellectual property in relation thereto is and will remain the exclusive property of B&D and/or its related bodies corporate, including without limitation:

- a. all copyright subsisting in the information, text, materials, graphics, software, names, logos and trade marks contained on the App; and
- b. the trade marks contained on the App. Where a mark is indicated as a registered mark it is registered in Australia and may also be registered in other jurisdictions.

Nothing contained in the App is to be construed as a licence or any right to use any intellectual property in relation to the App, other than as expressly set out in this Agreement, without the express written permission of B&D.

7. PERSONAL INFORMATION

When using the App you are also solely responsible for your compliance with any legislation applicable to the personal information, including legislation concerning the collection, use, disclosure, quality, security, retention, access, identification and transfer of such personal information. B&D does not collect or store personal information relating to the Account, or your usage of the App, the Base Station or any Compatible Products.

8. INDEMNITY, DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- a. B&D endeavours to ensure that the App and the Services are reliable, and tries to ensure that any disruption to the access and use of the App or the Services is restored within a reasonable timeframe where possible. However, B&D and its related bodies corporate make no representation and, to the maximum extent permitted by law, exclude all warranties as to the performance, quality, completeness, reliability, security, timeliness or accuracy of the App or the Services (where applicable) and take no responsibility for any error, omission or defect in such App or Services.
- b. B&D, its related bodies corporate and their respective employees shall not be responsible for any eventualities arising from the use of, or reliance on, the App or the Services provided or referred to in the App. They shall not be responsible for any errors or omissions in the App.
- c. To the maximum extent permitted by law, B&D and its related bodies corporate:
 - i. disclaim any liability to any person arising out of any action or failure to act by that person or any third party, in accessing, downloading, using or relying on any Services provided by this App whether caused by the negligence of



Appendix

D - Terms & Conditions (Android)

- B&D, its related bodies corporate or otherwise; and
- ii. exclude all conditions, guarantees, warranties and liability in relation to the App, the Services or your use of the App or the Services whether based in statute, common law or otherwise.
- d. If a statutory condition, warranty or guarantee applies in your jurisdiction which cannot be excluded then, to the maximum extent permitted by law, all liability for the breach of any non-excludable condition, warranty or guarantee is limited to the supply of the relevant services again or payment of the cost of having the services supplied again.
 - e. Subject to paragraphs (c) and (d) and to any remedies available to you under any non-excludable statutory guarantees and under any non-excludable indemnity provided under the Australian Consumer Law:
 - i. you expressly agree that your use of the App and the Services is at your sole risk;
 - ii. B&D and its related bodies corporate will have no responsibility or liability in relation to any indirect, incidental, special or consequential damages or for any personal injury, illness or death, loss of profits, loss of revenue, loss of contract, damage to reputation or goodwill, increased cost of workings, damage to your software or hardware, loss of use, data corruption or loss of data arising from your use of or access to the App or the Services;
 - iii. B&D and its related bodies corporate do not warrant that functions of the App or the Services will be secure, uninterrupted or error free, that defects will be corrected or that the App, B&D, its related bodies corporate or the server that makes the App available, are free of viruses, worms, bugs, or other code that manifests contaminating or destructive properties;
 - iv. you agree to indemnify B&D, its related bodies corporate and each of their respective directors, officers, employees and agents against any action, claim, loss, damage, cost or expense which any of them suffer or incur which arises from or otherwise in connection with your use of the App and the Services; and
 - v. you agree that you will not be entitled to compensation based on any of the issues referred to in items (i) to (iv) above other than as explicitly provided in this Agreement.
- ### 9. TERMS AND CONDITIONS OF GOOGLE
- a. This Agreement is concluded between you and B&D only. Google has no obligation to provide any maintenance or support services with respect to the App.
 - b. By using the App you agree that Google and Google's subsidiaries will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary to this Agreement.
 - c. B&D, and not Google, will be responsible, subject to the terms of this Agreement, for addressing any claims instigated by you relating to the App, including, but not limited to:
 - i. product liability claims;
 - ii. any claim that the App fails to conform to any applicable legal or regulatory requirement; and
 - iii. claims arising under consumer protection or similar legislation.
 - d. In the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, B&D and not Google will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.
 - e. By using the App, you represent and warrant that:
 - i. You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a 'terrorist supporting' country; and
 - ii. you are not listed on any U.S. Government list of prohibited or restricted parties.
- ### 10. INTERPRETATION
- In this Agreement, the words 'including', 'for example', 'such as' or other similar expressions (in any form) are not words of limitation.
- ### 11. SURVIVAL
- The following clauses of this Agreement survive termination of service in relation to the App or discontinuance of use of the App: clauses 2, 5, 6, 7, 8, 9, 10, 11 and 13.
- ### 12. SEVERABILITY
- You and B&D agree that if any portion of this Agreement is found to be illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision will be ineffective solely to the extent of such determination of invalidity without affecting the remaining provisions of the General Conditions, which will continue to be in full force and effect.
- ### 13. GOVERNING LAW
- This Agreement is governed by and interpreted in accordance with the laws applicable in the State of Victoria, Australia. You hereby agree to submit all disputes arising out of your use of the App or concerning this Agreement to the jurisdiction of the courts of the State of Victoria, Australia, including any disputes arising out of claims you have made against any of B&D, its related bodies corporate, or their respective directors, officers, employees and agents.



Appendix

E - Warranty

Purchased from: _____ Purchaser: _____
(described as "you" below)

Address: _____ Installed by: _____

Installed on (date): _____ Invoice No: _____

1. MAKING A CLAIM -

To make a warranty claim you must:

- a. produce a copy of the receipt of purchase, together with this warranty certificate with the above details completed; and
- b. where the Product has been sold by B&D, make all warranty claims directly with B&D by sending it to B&D at the relevant address set out in paragraph 2 below; or
- c. where the Product has been sold by an approved distributor, make all warranty claims directly with the approved distributor. If you are unsure of the correct address of the approved distributor from which you purchased the product, you can send your claim to B&D with the rest of the above details completed, including the original invoice number, and we will forward it to the distributor.

You are responsible for the expense of making a claim under this warranty.

2. B&D OR APPROVED DISTRIBUTORS ONLY -

This warranty is in addition to any statutory, non-excludable guarantees or warranty rights under Australian or New Zealand laws (as applicable). This warranty applies only to Products sold by B&D or its approved distributor. "B&D" means in Australia - B&D Doors of 34 – 36 Marigold St, Revesby NSW 2212 and in New Zealand - B&D Doors (NZ) Limited of 30C Allens Road, East Tamaki Auckland. "Approved distributor" means an approved reseller of B&D products purchasing on open account, from B&D, for the purpose of supplying those products to end users.

3. WHAT THE WARRANTY COVERS -

B&D warrants, subject to paragraph 4, that it will, at its option, either repair or replace (in a manner B&D considers reasonable) any proven defects:

- a. in installation for a period of one year from the date of installation where the CAD Prodigy (Product) has been installed by B&D or its approved distributor;
- b. in materials, manufacture or workmanship in the Product, as follows:
 - i. for all components of the Product that make up the power head (including any track assembly) that is attached to a garage door and that are installed by B&D or an approved distributor, the warranty will be valid for a period of five years or 20,000 cycles, whichever ever occurs first, provided that the Product is serviced annually by B&D or its approved distributor;
 - ii. for all components of the Product that make up the power head (including any track assembly) that is attached to a garage door and that are not installed by B&D or an approved distributor, the warranty is valid for a period of one year, provided that all costs of disconnection, reinstallation and return freight are to be borne by you;
 - iii. for all other components of the Product (Controll-A-Door® Smart Phone Control Kit) the warranty is valid for a period of one year; and

in each case the warranty applies from the later of the date of purchase, delivery or installation by B&D or an approved distributor (as applicable).

4. WHAT THE WARRANTY DOES NOT COVER -

This warranty does not cover:

- a. batteries or globes - B&D will not be liable for any defect or failure in them;
- b. adjustments - (as described in the Instruction Manual provided with the Product) which are not defects - you will need to pay for any service calls for adjustments;
- c. model modifications - B&D will not be required to incorporate modifications made to existing/future Product models;
- d. travel expenses - incurred by B&D or its approved distributor in either travelling to and from or transporting the Product to/from areas outside a capital city metropolitan area - you will need to pay for these expenses; or
- e. additional access expenses - incurred by B&D or an approved distributor in obtaining access where the Product is not readily accessible - you will need to pay for those additional expenses.



Appendix

E - Warranty

5. WHAT VOIDS THE WARRANTY -

Subject to paragraph 6, this warranty does not extend to, and B&D will be relieved of, all obligations, responsibilities and liabilities in the event that defects in the Product are directly or indirectly, in the opinion of B&D, due to or resulting from:

- a. unreasonable use - the Product not being used correctly in accordance with the Instruction Manual or other unreasonable use;
- b. instructions - failure to observe any instructions or directions (including "warning" notifications in the Instruction Manual), provided with the Product or given to you;
- c. other devices - the Product being fitted to any door or other closing device which is not of the type or condition defined in the Instruction Manual as suitable for installation of the Product;
- d. installation or adjustment - faulty installation or adjustment of the Product or door to which the Product is connected where such installation or adjustment is not carried out by B&D or its approved distributors;
- e. unauthorised acts - modifications or repairs made or attempted to be made by you or any unauthorised person;
- f. service - lack of proper maintenance, service or care of the door and Product;
- g. outside control - events or acts beyond the reasonable control of B&D;
- h. settings - use with doors locked or operation of the Product with excessively high opening or closing force settings
- i. wiring - faulty electrical wiring of structures to which the Product is affixed;
- j. interference - radio (including citizen band transmissions) or other electronic interference;
- k. water damage - including effects from rust and corrosion;
- l. salt - salt corrosion or damage to the surface coatings or base materials due to environmental conditions (such as proximity to the sea-front or similar corrosive conditions).
- m. continuous operating time - maximum continuous operating time exceeding 1 minute in 10;
- n. maximum operating force – the operating force exceeding 15kg* (150 Newton) when moving the door manually to the open or closed position;
- o. door size – the door surface area exceeding 16.5m²;
- p. modifications - any unauthorised modification to the Product;
- q. insects damage - damage caused by insects; or
- r. non-residential use – installation of a residential garage door opener in a commercial or industrial premises or in a dwelling other than a single-family dwelling.

6. STATUTORY GUARANTEES OR WARRANTIES –

Australia

If you are a consumer under the Australian Consumer Law, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

This warranty certificate and other statements contained in this document or other B&D documents given to you do not exclude, restrict or modify the application of all or any of the provisions of the Australian Consumer Law.

New Zealand

This warranty certificate and other statements contained in this document or other B&D documents given to you do not exclude, restrict or modify the application of the New Zealand Consumer Guarantees Act (collectively defined as the "Act"); or the exercise of rights conferred by other statutory provisions which cannot be excluded, restricted or modified, provided that to the extent that the Act or other statutory provision permits B&D to limit its liability for a breach of a statutory guarantee or warranty, B&D's liability for such breach is limited to the payment of the cost of replacing the Product or acquiring an equivalent Product or repairing the Product.

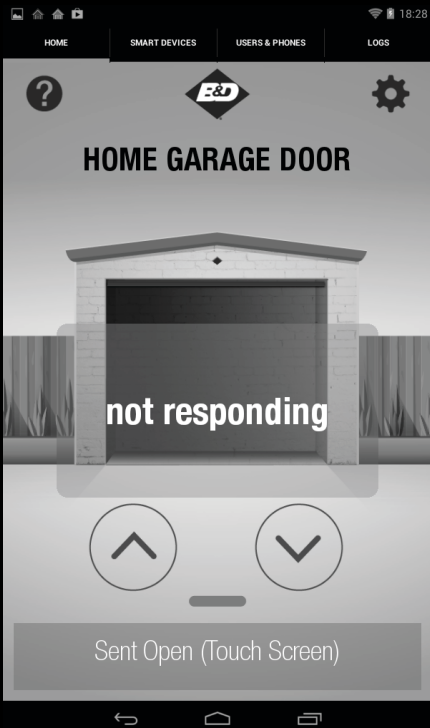
In Australia, this warranty is given by B&D Australia Pty Limited (ABN 25 010 473 971) of B&D Doors of 34 – 36 Marigold St, Revesby NSW 2212, phone 13 62 63 and email enquiries@bnd.com.au. In New Zealand, this warranty is given by BD Doors (NZ) Limited of 30C Allens Road, East Tamaki, Auckland, phone 09-273 8600 and email enquiries@bnd.co.nz

This warranty document is not intended to create a contract between B&D and the purchaser.

NOTES:

1. * The door that the Product is used with should be balanced in such a way that the user is able to open or close the door manually using a force not greater than 150 Newton (15 kg), other than to initially cause the door to start moving, which may require force in excess of that specified in this paragraph.





Having difficulty operating your Smart Phone Control Kit?

Contact your dealer
using the details below...

Dealer:

