

USER MANUAL FOR MODEL: iQ3

Revision 9.0



Thank you for purchasing the Tailwind automatic garage door controller. We're sure you're going to love it however if you are

UNSATISFIED? EMAIL US FIRST

support@gotailwind.com

We'll resolve the issue with you quickly and professionally to get you back on the road

NOTICE

- 1. Use only with door openers manufactured after 1993
- 2. Not for use with one-piece front swing garage doors or swinging gate doors

NOTICE: To comply with FCC and/or Industry Canada (IC) rules, adjustment or modifications of this transceiver are prohibited. THERE ARE NO USER SERVICEABLE PARTS.

This device complies with Part 15 of the FCC rules and IC RSS-210. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation. This device must be installed in a way where a minimum 8" (20 cm) distance is maintained between users/bystanders and device.





WHAT'S INCLUDED:

- · Tailwind IQ3 Control Module
- Door Sensor Kit and Wiring Harness
- Hardware Bag
- Power Supply
- User Manual
- 1 Year Warranty
- · Lifetime Support
- Vehicle Sensor (if Kit Purchased)



ALWAYS WEAR SAFETY GLASSES
DURING INSTALLATION

OPERATING REQUIREMENTS:

- 1. A mobile device connected to your wifi network.
- 2. Router with wifi.
- 3. Full time internet connection.
- 4. iQ3 QR code on the back side of the iQ3 module.
- 5. Compatible garage door opener. To verify compatibility go to www.gotailwind.com/installation
- 6. A wall outlet nearby.
- 7. A strong wifi signal in the garage where the iq3 module will be located.
- 8. Make sure you always have the latest version of the Tailwind app installed.
- 9. Update the firmware when updates become available. You will be automatically notified in the app.

PLEASE VISIT OUR YOUTUBE CHANNEL FOR HELPFUL HOW-TO AND INSTALLATION SUPPORT VIDEOS





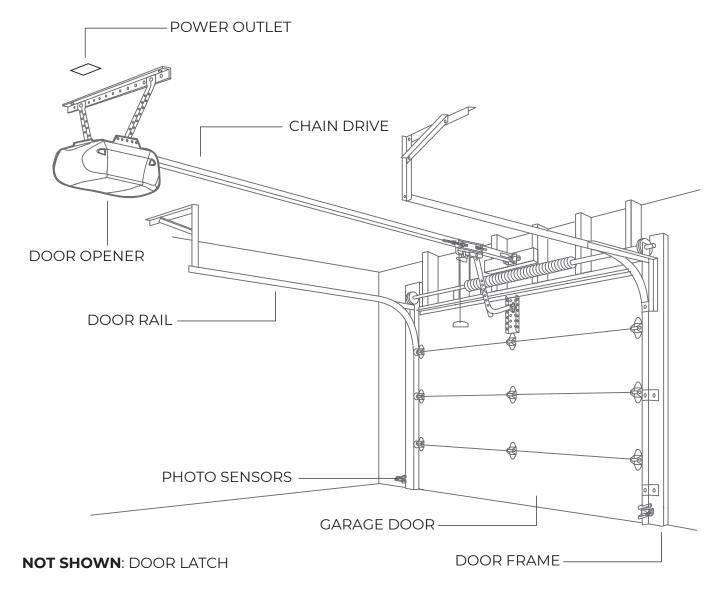


LET'S GET STARTED!

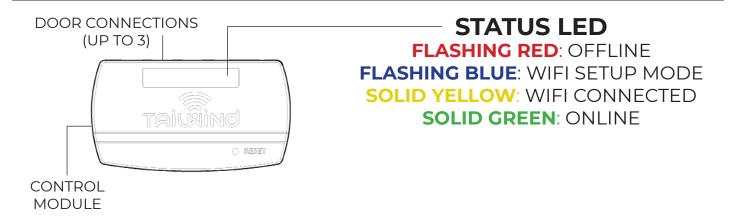
Typical installation time: 30 - 45 minutes

RECOMMENDED: Watch our Tailwind installation video first on our <u>youtube channel</u>

SYSTEM OVERVIEW:







DO I NEED A VEHICLE SENSOR?

To enable the auto open / auto close feature it will be required for:





*** IMPORTANT: If you have a garage door opener with a round yellow learn button, or a genie / overhead door wall control that looks exactly like this, please stop and contact support@gotailwind.com for further instructions. ***







STEP 1: INSTALL THE FREE TAILWIND APP

Download and install the Tailwind mobile app from the Apple App Store or Google Play

Tap "A new user" and follow the instructions provided.









STEP 2: UNPLUG YOUR GARAGE DOOR OPENER



STEP 3: SELECT MOUNTING LOCATION FOR THE **CONTROL MODULE:**

***IMPORTANT: Ensure the power adapter will reach the unit when plugged in

***IMPORTANT: Do not permanently mount the module with tape until the very end

For 1 door = locate the module on the side of door opener.

For 2 doors = locate the module on the side of either door opener.

For 3 doors = locate the module on the side of the door opener that controls the middle door.



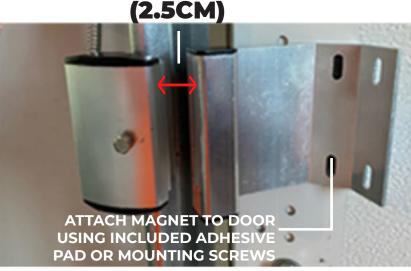
STEP 4A - MOUNT J-TRACK DOOR SENSOR, IF INCLUDED

Ensure both parts align vertically when the door is closed

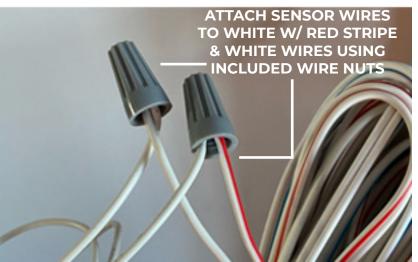
- 1. Mount the sensor on the J-track as shown.
- 2. Tighten the sensor to the track by tightening the tensioning bolt.
- 3. Use the supplied double-sided adhesive pad or mounting screws to mount the magnet to the door as shown.
- 4. Use the included wire nuts to connect the 2 sensor wires to the white / red stripe & white wires on the wiring harness

***IMPORTANT: Carefully roll the door up and confirm nothing collides with the sensor or magnet.





GAP <1"





STEP 4B - MOUNT UNIVERSAL DOOR SENSOR ABOVE DOOR, IF INCLUDED

***IMPORTANT: Carefully roll the door up and confirm nothing collides with the sensor or magnet.

Ensure both parts align horizontally when the door is closed. If a suitable location above the door is not available, skip to step 4C.

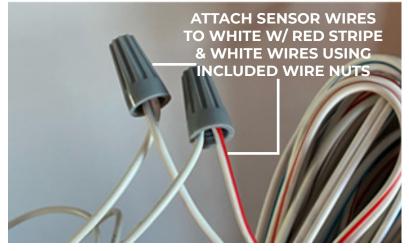
- 1. Mount sensor above door as shown, using included screws. Mount high enough so door will clear sensor as it opens.
- 2. Mount magnet to door within 1 inch of sensor when door is closed. Attach magnet directly to door or use included angle bracket.
- 3. Use included wire nuts to connect the 2 sensor wires to the white/red stripe & white wires on the wiring harness.



Magnet attached directly to top of door



Magnet installed using optional bracket





STEP 4C - MOUNT UNIVERSAL DOOR SENSOR ON FLOOR, IF INCLUDED

***IMPORTANT: Carefully roll the door up and confirm nothing collides with the sensor or magnet.

Ensure both parts align horizontally when the door is closed

1. Position sensor as shown and mark the mounting hole locations on the floor.



2. Drill 5/32" holes using included drill bit.



3. Vacuum remaining dust out of holes.

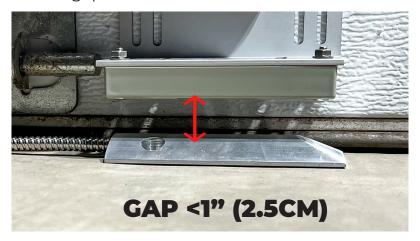




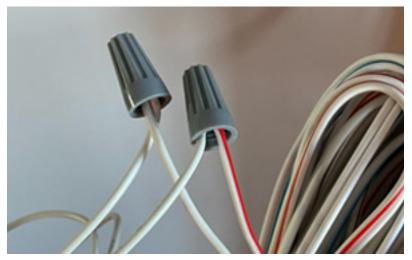
4. Tighten down sensor with included concrete screws.



- 5. Mount angle bracket and magnet to the door as shown using double sided tape or screws
- 6. Confirm alignment and gap is less than 1 inch when door is closed.



7. Use included wire nuts to connect the 2 sensor wires to the white/red stripe & white wires on the wiring harness.



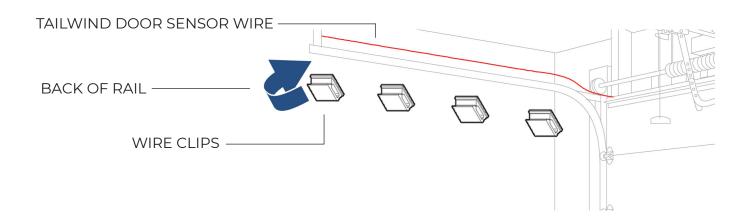


STEP 5 - RUNNING THE TAILWIND DOOR SENSOR WIRE

Use the included wire ties and clips to secure the Tailwind wire in place.

- 1. If there is an existing wiring harness running back to the door opener unit zip tie the Tailwind wire to it.
- 2. If not, secure the tailwind wire in place by adhering the wire clips to the back side of the rail. Use the provided alcohol wipes to clean the rail where the clips are going to be mounted.
- 3. Plug the connector at the other end of the wiring harness into port 1 for door 1, port 2 for door 2, or port 3 for door 3.
- 4. Some garage door openers make it convenient to run wire along the chain/belt drive rail, allowing for a clean installation. Do not do this if the wiring could get caught in the drive system.

IMPORTANT: Secure all wiring only in locations where the garage door or other moving parts will not make contact during normal opening and closing





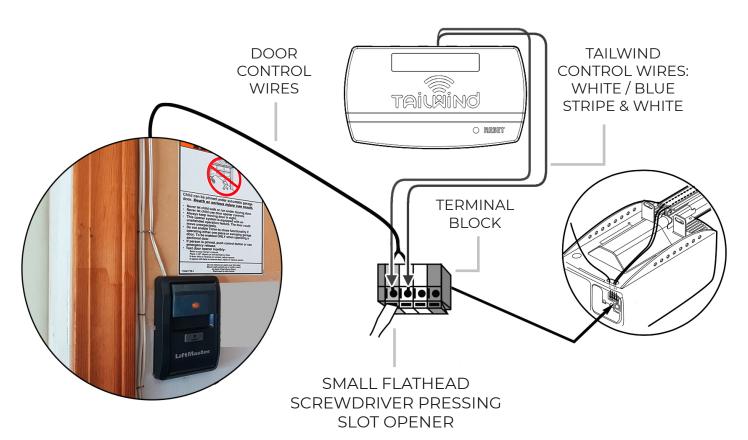
STEP 6 - CONNECTING THE TAILWIND CONTROL WIRE

The mobile app will show you a list of opener models with drawings.

If your opener is not listed, just tap Continue.

- 1. On the back of the door opener unit locate the wiring terminal block.
- 2. Identify the 2 terminals connected to the existing wires coming from the wall mounted control.
- 3. With a small flat head screwdriver depress one slot opener. Remove one wall control wire. Insert either Tailwind control wire and then reinsert the wall control wire
- 4. Repeat the process in Step 3 for the other wire.
- 5. Ensure the pre-existing wires remain installed and that you have simply added the Tailwind wires.

NOTE: Some door openers do not have push-in style terminals and instead use screw terminals that you can simply unscrew, wrap the wires around, and tighten the screw back in place.





STEP 7 - PLUG IN THE POWER ADAPTER

Plug the power adapter into a wall outlet if removed in an earlier step. Plug your garage door opener back in.

STEP 8 - TESTING THE DOOR SENSOR

IMPORTANT: Do not skip this step!

- 1. Open the Tailwind app. Tap on your garage device.
- 2. The door control screen will now be displayed and show the actual current position of your garage doors.
- 3. Use your standard wall button control to open and close your garage doors. You should see the door status update in near real-time in the app and start receiving notifications (if enabled).
- * NOTE: If your door positions are not updating in the app check the magnet position (step 4).

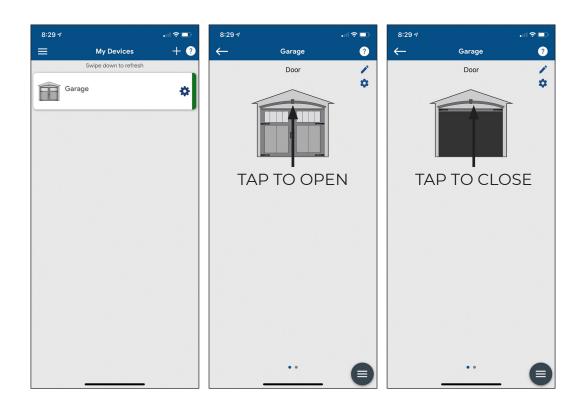


TAP WALL CONTROL AND OBSERVE DOOR STATUS UPDATING



YOU ARE NOW READY TO TEST THE DOOR!

- 1. Open the app.
- 2. Select the garage.
- 3. Tap on the door you want to control.
- 4. The controller will beep and flash for 5 seconds prior to closing the door. This warning is required by law.



Visit our YouTube channel for instructional videos.







TROUBLESHOOTING

Check out our extensive support site at <u>www.gotailwind.com/installation</u>. You can also click "**submit a request**" to open a support ticket.

Door not opening or closing?

- 1. Verify compatibility of your opener using our online compatibility checker.
- 2. Search "locked out" on our support site.

Auto open / auto close not working?

Search "auto-open" on our support site or click here.

Notifications not working on your Android device?

Search "notifications" on our support site or click here.



FREQUENTLY ASKED QUESTIONS

More FAQs can be found here: www.gotailwind.com/installation

How accurate is the auto-open feature and how close do I need to be to my garage to get it to work?

Tailwind is the only solution on the market where you actually teach the system the exact GPS coordinates of your garage during setup. The system then uses the GPS on your mobile phone in the same way an automotive navigation app does. This allows the system to know your distance from your garage with fairly high accuracy and thus provides a much more consistent experience for the auto-open feature. You can set the distance anywhere from 100 feet to 750 feet in the mobile app, and it is generally accurate to within about 50 feet depending on your mobile phone's GPS performance.

Can this alert me if I have left the door open after I leave?

Yes. It can also automatically close the door if you turn this feature on.

Why isn't the door position sensor wireless?

The door sensor performs a mission critical role in garage door control systems. We looked at wireless door sensors and their reliability. One of the primary types of complaints customers have with systems that use wireless door sensors are issues related to the door sensor.

Do I need a vehicle sensor for the auto-open/close feature?

Not everyone requires a vehicle sensor. If you have an Android phone and you've paired it with your vehicle, you don't need the sensor and you gain all the benefits of Tailwind's solution (see below). If you don't plan on using the auto-open / close as you arrive / leave home you do not need a sensor.

PHONE	Paired with Vehicle	Vehicle Sensor Required?
Android	YES	NO
Android	NO	YES
Apple	Not Relevant	YES
Apple	Not Relevant	YES

TAILWIND IQ3 USER MANUAL



SOFTWARE AGREEMENT

Important – read carefully: by installing, and/or using the Tailwind smart garage software (defined below), user (you) agree to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, you must not download, install, or use the software, and you must delete or return the unused software.

END USER LICENSE AGREEMENT

This End User License Agreement (the "Agreement") is hereby entered into and agreed upon by User, either an individual or an entity, and its Affiliates ("User" or "Company") and 1931085 Ontario Ltd. DBA Tailwind, having its office at 12015 Crowland Avenue, Niagara Falls, Ontario, Canada, L3B 5N4 ("Tailwind") for the Software.

1.DEFINITIONS

- 1.1 "Affiliates" means an entity controlled by, under common control with, or controlling such party, where control is denoted by having fifty percent (50%) or more of the voting power (or equivalent) of the applicable entity. Subject to the terms and conditions of this Agreement, Affiliates may use the license granted hereunder. All references to Tailwind shall be deemed to be references to Tailwind and its Affiliates, and all references to Company, shall be deemed to be references to Company and its Affiliate(s).
- 1.2 "Smart device" means an electronic device, generally connected to other devices or networks via different wireless protocols such as NFC, WiFi, 3G, etc., that can operate to some extent interactively and autonomously.
- 1.3 "Documentation" means the official user documentation prepared and provided by Tailwind to User on the use of the Software. For the avoidance of doubt, unofficial documentation, videos, white papers, or related media; or feedback does not constitute Documentation.
- 1.4 "Software" means the object code versions of the product, together with the updates, new releases or versions, modifications or enhancements, in the Tailwind Smart Garage application owned and provided by Tailwind to User pursuant to this agreement.

2. GRANT OF LICENSE

- 2.1 Title. The Software is owned by Tailwind and will remain the sole and exclusive property thereof, including without limitation any copyright, trade-mark and patent rights in the Software.
- 2.2 Production License. Upon payment of the applicable fees for the Software and continuous compliance with the terms and conditions of this Agreement and the Documentation, Tailwind hereby grants User limited, worldwide, perpetual, nonexclusive, non-transferable license to use the object code of the Software and Documentation subject to the terms contained herein:
- a) For each Software license key that User purchases from Tailwind, User may: (i) use the Software on any single mobile or smart device for a single Tailwind iQ3 Garage Door Controller Control Module, unless the Documentation clearly indicates otherwise; and (ii) copy the Software for back-up and archival purposes, provided any copy must contain all of the original Software's proprietary notices and a notice that it will not be used for transfer, distribution or sale.
- b) The Software is in use on a Mobile or Smart device when it is loaded into temporary memory or installed in permanent memory (hard drive, CD-ROM or other storage device). User agrees to use reasonable efforts to prevent and protect the contents of the Software and Documentation from unauthorized use or disclosure, with at least the same degree of care that User uses to protect Users' own confidential and proprietary information, but in no event less than a reasonable degree of care under the circumstances. User agrees that User will register this Software only with Tailwind and that User will only install a Software license key obtained directly from Tailwind.
- 2.3 Software Evaluation License. If the Software is provided to User for evaluation purposes, Tailwind grants to User a nonexclusive, limited, royalty-free, nontransferable evaluation license to use the Software solely for evaluation prior to purchase (an "Evaluation License"). The Evaluation License shall terminate on the end date of the pre-determined evaluation period or immediately upon notice from Tailwind at its sole discretion. Notwithstanding any other provision contained herein, Software provided pursuant to an Evaluation License is provided to User "AS IS" without indemnification, support, or warranty of any kind, express or implied. Except to the extent such terms conflict with the specific Evaluation License terms set forth in this Section, all other terms of this End User License shall apply to Software licensed under an Evaluation License.



3. LICENSE RESTRICTIONS

- 3.1 User may not: (i) provide, make available to, or permit other individuals to use the Software or Documentation, except under the terms listed above, either in whole or part; (ii) modify, translate, reverse engineer, decompile, disassemble, create derivative works, or otherwise attempt to derive the source code based upon the Software or Documentation; (iii) copy, reproduce, republish, upload, post, or transmit the Software or Documentation (except for back- up or archival purposes, which will not be used for transfer, distribution, or sale); (iv) license, sell, rent, lease, transfer, sub-license, distribute, or otherwise transfer rights to the Software or Documentation; (v) remove any proprietary notices or labels on the Software or Documentation; or (vi) license the Software if User is a direct competitor of Tailwind for the purposes of monitoring the Software's availability, performance, or functionality or for any other benchmarking or competitive purposes. Any such forbidden use shall immediately terminate User license to the Software. The Software is intended only for use with public domain or properly licensed third party materials. All responsibility for obtaining such a license is Users', and Tailwind shall not be responsible for Users' failure to do so.
- 3.2 Tailwind Trademarks. User may not delete, remove, hide, move or alter any trademark, logo, icon, image or text that represents the company name of Tailwind, any derivation thereof, or any icon, image, or text that is likely to be confused with the same. All representations of the company name or mark "Tailwind" or any of its Affiliates' names or marks must remain as originally distributed regardless of the presence or absence of a trademark, copyright, or other intellectual property symbol or notice.
- 3.3 Export Restrictions. The Software and Documentation delivered to User under this Agreement are subject to Canadian export control laws and regulations and may also be subject to import and export laws of the jurisdiction in which it was obtained, if outside Canada. User shall abide by all applicable export control laws, rules and regulations applicable to the Software and Documentation. User agrees that User will not export, re-export, or transfer the Software or Documentation, in whole or in part, to any country, person, or entity subject to Canadian export restrictions. User specifically agree not to export, re-export, or transfer the Software or Documentation (i) to any country to which Canada has embargoed or restricted the export of goods or services, or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country; (ii) to any person or entity who User knows or has reason to know will utilize the Software or portion thereof in the design, development, production or use of nuclear, chemical or biological materials, facilities, or weapons; or (iii) to any person or entity who has been prohibited from participating in Canadian export transactions by any agency of the Canadian government.
- 3.4 Compliance with Applicable Laws. The Software and Documentation are protected by the intellectual property laws and other laws of Canada and international laws and treaties, including intellectual property laws. User agrees that User shall use the Software and Documentation solely in a manner that complies with all applicable laws in the jurisdictions in which User use the Software and Documentation, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights.

4. RIGHTS RESERVED

THE SOFTWARE IS LICENSED, NOT SOLD. Use herein of the word "purchase" in conjunction with licenses, license keys, or the Software shall not imply a transfer of ownership. Unless as conveyed herein, this Agreement does not grant User any rights, title, or interest in or to Software, Documentation, trademarks, service marks, or trade secrets, or corresponding intellectual property (including without limitation any images, photographs, animations, video, audio, music, and text incorporated into the Software, the accompanying printed materials, and any copies of the Software) of Tailwind or its suppliers, and all rights, title, and interest in and to the Software, Documentation, and corresponding intellectual property shall remain the property of Tailwind, its suppliers, or are publicly available. All rights not expressly granted under this Agreement are reserved by Tailwind, its suppliers, or third parties. All title, rights, and interest in and to content, which may be accessed through the Software, is the property of the respective owner and may be protected by applicable intellectual property laws and treaties. This Agreement gives User no rights to such content, including use of the same. Tailwind agrees that the data and information (including without limitation, smart device software, smart device database, smart device software documentation, specifications, design drawings, reports, blueprints, and the like) generated by the Software from User proprietary data and information shall be and remain User sole property.

5. CONFIDENTIALITY

5.1 "Confidential Information" means any nonpublic or proprietary information, in tangible or intangible form, that a party to this Agreement ("Disclosing Party") designates as being confidential by legends or other markings or in a separate writing provided contemporaneous with the disclosure to the party that receives such information ("Receiving Party"). Confidential Information includes the Software, Documentation and any other intellectual property or proprietary rights thereto. Confidential Information shall not include any information, however designated, that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing Party; (ii) became known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party pursuant to the terms of this Agreement; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality; or (iv) is independently developed by Receiving Party without reference to or use of the Confidential Information.

TAILWIND iQ3 USER MANUAL



- 5.2 Protection. Receiving Party may use Confidential Information of Disclosing Party; (a) to exercise its rights and perform its obligations under this EULA; or (b) in connection with the parties' ongoing business relationship. Receiving Party will not use any Confidential Information of Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of Disclosing Party only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than Receiving Party's duty hereunder. Receiving Party will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Receiving Party protects its own confidential or proprietary information of a similar nature but with no less than reasonable care. The parties will each be responsible for any breach of this Agreement by their consultants or agents and each party agrees to take all reasonable measures to restrain its consultants or agents from disclosure or improper use of the other party's Confidential Information. Confidential Information shall remain at all times the property of the Disclosing Party. No rights to use, license or otherwise exploit the Confidential Information are granted to the Receiving Party or its agents, by implication or otherwise.
- 5.3 Data Rights. User agrees that Tailwind will collect and track technical and related information about User and Users' use of the Software, which may include Users' internet protocol address, hardware identifying information, operating system, Tailwind application software, peripheral hardware, and Software usage statistics, to assist with the operation and function of the Software, the provision of updates, support, invoicing, and research and development.

6. LIMITED WARRANTY

Tailwind warrants to User that for a period of 1 year following the initial purchase and delivery of the Software to User that the Software will perform substantially in conformance with the Documentation. Tailwind does not warrant that the Software will meet all of Users' requirements or that the use of the Software will be uninterrupted or error-free. The foregoing warranty applies only to failures in operation of the Software that are reproducible in standalone form and does not apply to: (i) Software that is modified or altered by User or any third party that is not authorized by Tailwind; (ii) Software that is otherwise operated in violation of this Agreement or other than in accordance with the Documentation; or (iii) failures that are caused by other software or hardware products. To the maximum extent permitted under applicable law, as Tailwinds' and its suppliers' entire liability, and as User exclusive remedy for any breach of the foregoing warranty, Tailwind will, at its sole option and expense, promptly repair or replace any Software that fails to meet this limited warranty or, if Tailwinds unable to repair or replace the Software, refund to User the applicable license fees paid upon return, if applicable, of the nonconforming item to Tailwind. The warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. Any replacement Software under this limited warranty will be warranted for year from the original purchase date.

Except as expressly stated in this section, to the maximum extent permitted under applicable law, Tailwind is providing and licensing the software to user "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, title, non-infringement, and fitness for a particular purpose.

7. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event will Tailwind, its directors, officers, agents, suppliers and licensors, be liable to user (whether in contract, tort (including negligence) or otherwise) for any indirect, incidental, consequential, special, punitive, or exemplary damages, including without limitation lost profits, lost business opportunities, loss of use of the service offering, loss of goodwill, business interruption, loss of data, lost savings, or other economic damage, arising out of this agreement or the use or inability to use the software or documentation, even if Tailwind or a dealer authorized by Tailwind had been advised of the possibility of such damages.

The Software enables a user to control / monitor their garage door(s) over the internet. User understands and agrees that there are risks associated with this. User shall bear all risks associated with the use of the Software. Tailwind, its directors, officers, agents, partners and licensors shall not be liable to User for any loss or damage of any kind, including but not limited to, personal or bodily injury (including death or disability) or property damage.

The Software has auto-open / auto-close features that depend on the User's smart device, GPS, wireless carrier signal, the internet, and other signals. These features are designed to automatically open the garage door as the user comes home, and close it as they drive away. User understands and agrees that he should not rely on this auto-close feature every time he drives away since it can occasionally fail due to loss of connectivity. Tailwind, its directors, officers, agents, partners and licensors shall not be liable to User for any loss or damage of any kind arising out of or relating to the auto-open / auto close features or third party services or products.



TAILWIND iQ3 USER MANUAL

- 8. Third Party Programs. To the extent the Software is bundled with third party software programs; these third party software programs are governed by their own license terms, which may include open source or free software licenses. Nothing in this Agreement limits an end user's rights under, or grants the end user rights that supersede the terms of any such third party software.
- 9. CHOICE OF LAW AND VENUE. This Agreement shall be governed by the laws of the Province of Ontario and of Canada, without regard to any conflict of laws provisions, except that the United Nations Convention on the International Sale of Goods shall not apply. User hereby consents to the exclusive jurisdiction of the Superior Court of Justice in Toronto, Ontario Canada, and that court shall be the exclusive forum for any dispute arising out of this Agreement or the performance of the obligations hereunder.
- 10. COUNTERPARTS AND FACSIMILE SIGNATURE. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The Parties may exchange signature pages by facsimile and such signatures shall be effective to bind the Parties.
- 11. COMPLETE AGREEMENT. This Agreement along with any addendum's constitute the entire agreement between the Parties and supersedes all prior or contemporaneous communications, agreements and understandings, written or oral, with respect to the subject matter hereof including without limitation the terms of any party or any purchase order issued in connection with this Agreement. If any provision of this Agreement is held to be unenforceable, that shall not affect the enforceability of the remaining provisions. This Agreement shall not be amended or modified except in a writing signed by authorized representatives of each party.
- 12. Severability. It is intended that all provisions of this Agreement are fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatsoever, then the particular provision or provisions are deemed severed from the remainder of this Agreement and all other provisions remain in full force and effect.
- 13. Term and Termination. This Agreement is effective until terminated by User or Tailwind. User's rights under this Agreement shall terminate immediately upon breach of the Agreement by User. In the event that Tailwind becomes aware of any claim, lawsuit, action, allegation, proceeding or suit against Tailwind, or any of their business partners, affiliates, employees or contractors in respect of the Software and content provided in respect of the Software, Tailwind shall have the right, at its sole discretion, to either: a) terminate this Agreement and return the license fee to User; or b) provide User with replacement Software that is non-infringing. User agrees, upon termination, to destroy the Software and accompanying written materials, together with all copies of the Software.
- 14. Export Licensing Notification. The products delivered hereunder are subject to the export licensing regulations of the Republic of Canada. User will comply with such regulations in its use of the Software. User is solely responsible for obtaining any and all required government authorizations, including without limitation, any export or import licenses and foreign exchange permits.
- 15. Miscellaneous. If any part of this EULA is found invalid, such invalidity will not affect the validity of remaining portions of this EULA, and the parties will promptly substitute for the invalid provision a provision that most closely approximates the intent and economic effect of the invalid provision. Failure by a party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of the duration of such default, will not constitute a waiver of rights hereunder. This EULA will be interpreted solely in the English language, and no translation into any foreign language will have any effect.

"Made for iPod" and "Made for iPhone" mean that an electronic accessory has been designed to connect specifically to iPod or iPhone respectively, and has been certified by the developer to meet Apple performance standards. Apple is not responsible for the operation of this device or its compliance with safety and regulatory standards. Please note that the use of this accessory with iPod or iPhone may affect wireless performance.

Apple, iPhone, and iPod touch are trademarks of Apple Inc., registered in the U.S. and other countries. Other trademarks and trade names are those of their respective owners. WiFi® is a registered trademark of WiFi Alliance.