

Panel Guardian User Agreement

Last Updated: January 26, 2026

Effective Date: January 26, 2026

This User Agreement ("Agreement") is entered into by and between **Smart Ag Solutions Inc.** ("Company," "we," "us," or "our") and the end user ("User," "you," or "your") regarding the use of the Panel Guardian electrical panel monitoring system ("Product").

1. Product Description and Intended Use

The Panel Guardian is a Class 2 electrical monitoring device designed to provide 24/7 monitoring of residential and agricultural electrical panels. The system monitors two critical indicators: panel temperature (compared to ambient room temperature) and differential current measurement (ground fault detection via current transformer analysis).

The Product is intended for:

- Real-time monitoring of electrical panel health and status
- Alert generation when temperature or current anomalies are detected
- Historical data logging and trend analysis via the Panel Guardian mobile application
- Integration with barn ventilation controllers and farm security systems via relay contacts

The Product is NOT intended for:

- Replacement of licensed electrician services
 - Replacement of electrical code compliance inspections
 - Detection of all electrical faults or hazards
 - Diagnosis or treatment of electrical problems
 - Standalone fire suppression or emergency response
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2. Limitation of Liability

Smart Ag Solutions Inc. is NOT responsible for:

(a) **Incomplete Detection** - The monitoring system detects only temperature differential and differential current. Many electrical faults, loose connections, overload conditions, insulation failures, or safety hazards may not generate measurable temperature or current changes and therefore will not be detected by the Product.

(b) **Failure to Alert** - Smart Ag Solutions makes no guarantee that alerts will be transmitted, received, or acted upon in time to prevent electrical fires, equipment damage, personal injury, or death. Network failures, WiFi disconnection, mobile phone service interruptions, power outages, or device failures may prevent alerts from reaching the User.

(c) **False Alerts and False Negatives** - The Product may generate false positive alerts due to sensor calibration drift, environmental factors, or firmware bugs. Conversely, the Product may fail to generate alerts for genuine electrical hazards (false negatives). The User assumes all risk associated with both types of errors.

(d) **Equipment Damage** - Smart Ag Solutions is not responsible for damage to the electrical panel, connected equipment, building structures, livestock, or property resulting from electrical faults, fires, equipment failures, or any other cause, whether or not the Product detected the hazard.

(e) **Personal Injury or Death** - Smart Ag Solutions assumes no liability for personal injury, death, or loss of life resulting from electrical fires, electrical shock, equipment failure, or any electrical-related incident, regardless of whether the Product was functioning, detected the hazard, or transmitted alerts.

(f) **Business Interruption** - Smart Ag Solutions is not liable for loss of business revenue, loss of crop yield, loss of livestock, loss of cold chain integrity, or any consequential or indirect economic damages resulting from electrical panel failure or other incidents.

(g) **Data Loss or Corruption** - Smart Ag Solutions is not responsible for loss, corruption, or unavailability of monitoring data, historical logs, or alert records due to cloud service failures, device failures, firmware updates, or network issues.

3. No Warranty of Safety or Protection

The User acknowledges and accepts that:

(a) The Product provides monitoring visibility only—not protection. The Product does not prevent electrical fires, equipment damage, or electrical hazards.

(b) The Product does not replace, supplement, or enhance the effectiveness of electrical code compliance, proper installation practices, licensed electrician inspections, or emergency electrical services.

(c) The Product does not meet, satisfy, or provide the functionality of approved ground fault protection devices (GFCIs or RCDs) as defined by electrical codes.

(d) The Product is a **supplementary monitoring tool only** and should never be relied upon as the primary or sole means of electrical system protection or fault detection.

(e) The User remains solely responsible for:

- Ensuring electrical system compliance with all applicable electrical codes
 - Engaging licensed electricians for installation, maintenance, and repair
 - Scheduling regular professional electrical inspections
 - Maintaining proper electrical system maintenance and documentation
 - Taking immediate action if any electrical hazards are suspected
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4. Assumption of Risk

By using the Panel Guardian Product, the User assumes all risk of:

- Electrical fires or electrical-related fires of any origin
- Personal injury or death from electrical shock or electrical hazards
- Equipment damage or malfunction
- Property damage or destruction
- Loss of data or system records
- Livestock loss or injury
- Crop loss or spoilage
- Business interruption or loss of revenue
- Failure of the Product to function or transmit alerts
- Failure to receive alerts due to network, device, or service failures
- Misinterpretation or delayed response to alerts

The User further accepts that electrical systems carry inherent and significant risks that cannot be completely eliminated by any monitoring device, and that unforeseen or undetectable electrical faults may occur at any time.

5. Modifications and Alterations

The User shall NOT:

- (a) Modify, alter, disassemble, or reverse-engineer the Panel Guardian hardware or firmware
- (b) Attempt to repair the device outside of authorized service channels
- (c) Connect the device to networks or systems other than those specifically authorized
- (d) Remove or tamper with temperature probes, current transformers, or power connections
- (e) Attempt to circumvent security, authentication, or data logging features

Unauthorized modifications void all warranties and may result in:

- Product malfunction or complete failure
- Safety hazards including electrical shock
- Loss of monitoring capability
- Inability to provide support or service

Smart Ag Solutions assumes no liability for injuries, damage, or data loss resulting from unauthorized modification

6. Professional Electrical Services

The User acknowledges that the Panel Guardian is a **monitoring device only** and explicitly agrees that:

- (a) All electrical installation, maintenance, repair, and troubleshooting must be performed by licensed, qualified electricians in compliance with applicable electrical codes (Canadian Electrical Code, provincial regulations, or equivalent).

(b) The Product does not provide guidance on electrical system repairs.

(c) If the Product detects any anomalies (temperature differential, current imbalance, or Alert Factor elevation), the User should immediately contact a licensed electrician and provide them with all available monitoring data.

(d) Smart Ag Solutions does not provide electrical consultation, code guidance, or repair recommendations beyond the scope of Product operation and troubleshooting.

7. Wireless Connectivity and Data Transmission

The User acknowledges that the Panel Guardian depends on wireless connectivity (WiFi) and mobile network infrastructure to transmit alerts and data. Smart Ag Solutions is not responsible for:

- WiFi network failures, disconnections, or poor signal strength
- Mobile network outages or service interruptions
- Cellular data plan limitations or throttling
- Cloud service failures or data center outages
- Email delivery failures or spam filtering that blocks alerts
- SMS/text message transmission delays or failures
- Failure of any third-party service used to transmit data

The User should not rely on wireless alerts as the sole means of monitoring electrical system status. Regular manual checking of the physical device display is recommended.

8. Compliance with Electrical Codes

Installation and use of the Panel Guardian must comply with all applicable electrical codes and regulations, including but not limited to:

- Canadian Electrical Code (most recent edition)
- Provincial and territorial electrical codes
- Local municipal electrical regulations
- National Electrical Code (NEC) if used in the United States
- Any other applicable codes or standards in the User's jurisdiction

The User is solely responsible for ensuring compliance. Smart Ag Solutions does not warrant that the Product meets code requirements for any specific jurisdiction, and the User must verify compliance with a licensed electrician or electrical inspector.

The Product is classified as a **Class 2 device** powered by 16VAC transformer. However, this classification does not exempt the installation from professional review or code compliance verification.

9. Data Privacy and Security

- (a) **Data Collection** - The Panel Guardian collects temperature readings, current measurements, Alert Factors, timestamps, and device status information. This data is transmitted to Smart Ag Solutions' cloud servers for storage, analysis, and application delivery.
- (b) **Data Handling** - Smart Ag Solutions implements reasonable security measures but does not guarantee that data transmission or storage is immune to unauthorized access, interception, or breach. The User assumes risk associated with data security and privacy.
- (c) **Third-Party Services** - The Product integrates with third-party cloud services, mobile platforms (Apple App Store, Google Play Store), and communication services (email, SMS). Smart Ag Solutions is not responsible for these parties' security practices, data handling, or service availability.
- (d) **User Responsibility** - The User is responsible for maintaining secure mobile device access, protecting login credentials, and promptly reporting unauthorized access or suspected security breaches.
- (e) **Data Retention** - Smart Ag Solutions will retain monitoring data according to cloud service terms and may delete data after extended periods of inactivity or device non-use.
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10. Disclaimer of Warranties and Limitation of Remedies

(a) Disclaimer of Warranties

THE PANEL GUARDIAN PRODUCT IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- **Fitness for Intended Purpose** - No warranty that the Product will successfully monitor electrical panels, detect faults, or provide timely alerts
- **Merchantability** - No warranty that the Product is suitable for sale, transfer, or use
- **Non-Infringement** - No warranty regarding intellectual property rights or third-party claims
- **Accuracy or Reliability** - No warranty that sensor readings are accurate, calibrated, or consistent
- **Continuous Operation** - No warranty that the Product will function without interruption or failure
- **Safety** - No warranty that the Product will prevent electrical fires of any origin or personal injury

(b) Limitation of Remedies

IN NO EVENT SHALL SMART AG SOLUTIONS INC. BE LIABLE FOR:

- Direct damages (repair, replacement, or refund)
- Indirect damages (loss of use, data loss, business interruption)
- Consequential damages (personal injury, property damage, economic loss)
- Incidental damages or punitive damages
- Claims arising from Product malfunction, failure, or non-operation

(c) Applicability

These limitations apply even if:

- Smart Ag Solutions has been advised of the possibility of such damages
- The damage is foreseeable or probable
- The limited remedy fails of its essential purpose
- Any warranty (express or implied) has been breached or failed

Acknowledgement and Acceptance

By installing, powering on, connecting to the Panel Guardian application, or using the Product in any manner, the User acknowledges that they have:

1. Read and understood this entire User Agreement
2. Accept all limitations of liability and disclaimers
3. Assume all risk associated with electrical system monitoring and safety
4. Will engage licensed electricians for all electrical system work
5. Will not rely solely on the Product for electrical system protection
6. Will comply with all applicable electrical codes and regulations
7. Understand that the Product is supplementary monitoring only

Contact Information

For questions regarding this User Agreement, Product operation, technical support, or service:

Smart Ag Solutions Inc.
Ontario, Canada

Email: support@panelguardian.com
Phone: 519-492-3314
Website: <https://panelguardian.com>

Severability

If any portion of this Agreement is found to be unenforceable, the remaining provisions shall continue in full force and effect. The invalidity of one provision does not affect the validity of other provisions.

Entire Agreement

This User Agreement, together with the Panel Guardian End User License Agreement, App Privacy Policy, App User Agreement, and Installation Manual, constitutes the entire agreement between the User and Smart Ag Solutions regarding the Product. All prior negotiations, representations, and agreements are superseded.