

MODEL 3 TANKLESS ELECTRIC WATER HEATER User Manual & Installation Guide

Version 02102020



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INTRODUCTION

Thank you for purchasing the MODEL 3, the world's most advanced tankless electric water heater.

Please save these instructions for future reference. Installer should leave these instructions with the consumer. If you have any questions regarding the installation, use or operation of this water heater, or if you need any additional installation manuals, please call our customer support team at 888-506-2821 or visit the <u>support page on our</u> <u>website</u>.

Throughout this manual, we have highlighted certain points that require special attention. These points are indicated by the three **BOLDED** categories below:

- "IMPORTANT" Commonly missed step in installation.
- **"CAUTION"** Negligence of this step could result in damage to your unit or personal injury.
- "HEATWORKS RECOMMENDS" The user or installer should be aware of these additional notes and benefits.

ABOUT YOUR MODEL 3 WATER HEATER

The MODEL 3 Water Heater is an internet-connected, tankless electric water heater which provides instant, endless hot water for a house, apartment, points-of-use, or in certain commercial applications. Unlike a conventional storage type water heater, the MODEL 3 does not store a large volume of hot water. Instead, water is heated instantaneously as it flows through the unit using Ohmic ArrayTechnology. This patented process replaces metal heating elements found in other water heaters with a precisely engineered array of graphite electrodes and a digital control system to provide unlimited hot water on demand.

REGISTERING YOUR UNIT

You must register this product on our website within 90 days of purchase in order to activate the 6-year full unit exchange warranty or be eligible for the extended warranty. If you do not activate your warranty within 90 days, your MODEL 3 Water Heater will be covered from the date it was manufactured. Go to our website at <u>www.myheatworks.</u> <u>com/pages/registration</u> to complete the registration process. If you have any questions regarding the warranty or have trouble registering your unit, please call our customer support team at 888-506-2821.

DOWNLOADING THE HEATWORKS APP AND CONNECTING YOUR UNIT TO WI-FI

Though not required, we highly recommend that you download the Heatworks app and connect the MODEL 3 to your Wi-Fi network at the time of installation or as soon as wireless internet is available. Connecting the MODEL 3 to your Wi-Fi network will allow our team to update your MODEL 3 over-the-air, ensuring your product is always operating with the most recent version of software. Also, you will be able to take advantage of additional features such as being able to remotely control temperature settings. If you cannot connect to Wi-Fi at this time and want to begin installation, skip this section for now and move on to page 9.

IMPORTANT: It should be noted that the Heatworks App is only supported on the Apple and Google Play stores. Amazon or Microsoft app stores do not have a version of the Heatworks app available currently.

IMPORTANT: Some dual band (5 GHz & 2.4 GHz) routers create two distinct access points and SSID's. From your smartphone's wireless settings page, look at the names of your Wi-Fi networks. A 2.4 GHz network may have "24G," "2.4", or "24" appended to the end of the network name. For example: "Myhomenetwork2.4". A 5 GHz network may have "5G" or "5" appended to the end of the network name, for example, "Myhomenetwork5". The 2.4GHz SSID must be selected when on-boarding the MODEL 3.

IMPORTANT: The MODEL 3 may not have the same Wi-Fi signal strength in the dwelling as other devices such as smartphones, laptops, or tablets. Please take this into consideration for your installation. If the MODEL 3 is installed in a location where Wi-Fi signals are weak, we strongly recommend a Wi-Fi booster or repeater nearby.



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To connect your MODEL 3 unit to your Wi-Fi network, you must first download the Heatworks mobile application from either the Apple App Store or the Google Play Store.

Once the Heatworks app is installed on your device, you need to set up an account.

← Sign up	
First Name	
Last Name	
Email Address	
Password	SHOW
* 8 character minimum To use Heatworks, you must agree to the <u>Terms of Service</u> and <u>Privacy Statement.</u>	
Create Account	

To set up your account, please provide your first and last name, your email address and a password that is at least 8 characters, including 1 uppercase, 1 lowercase, 1 number, and 1 special character. You must also review and agree to Heatworks' Terms of Service and Privacy Statement.

Please note that you will be asked to verify your email account by entering a special code that will be sent immediately to the email address you provide. Make sure you have access to your email account or you will not be able to proceed to the next step.

Click the "Create Account" button.

Check your email for a message from info@heatworks.tech.The subject will be "Your Heatworks verification code". If it isn't in your inbox, please check your junk mailbox. This email will provide your special code that you will need to enter into the Heatworks app to verify your account.



5

Go back into the Heatworks app and enter the special code you received via email. You will then see this screen:

🖬 AT&T 🗢	9:27 AM	
	Verify Account	
	Success	
🖌 Your accou	int has been verified. Logi	n to continue.
	Continue	

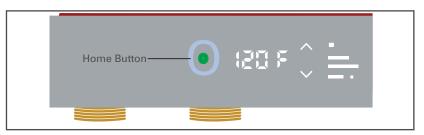
Congratulations! You have successfully created your Heatworks account and can now use the app.

Click the "Continue" button and log back into your account by providing your email address and password.

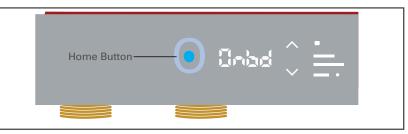
Once you are logged into your verified account, you will then need to connect to your MODEL 3 unit.

ail at&t 🗢		9:28 AM	
E	N	ly Home	
Cor	trols		Activity
	Ad	d a Device	
Make sure y your phone		owered on and	I nearby to sync with
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To do this, make sure you are standing no more than 10 feet away from the installed MODEL 3 unit to which you are pairing and that the unit is powered on. Press the "+" button on the app. The unit is on when you see an illuminated green button located on the front home button of the unit. If it isn't on, simply press the button once.



Once the unit is on, hold down the home button on the front of the unit to illuminate the menu. Tap the home button until "Onbd" is displayed on the screen; the home button will turn blue.





You should see this screen. If you don't, please make sure that power to the MODEL 3 is on, your unit is displaying "Onbd" and the home button is illuminated, your Wi-Fi network is available, and that you are standing within 10 feet of the unit.



Follow the on-screen steps to pair your MODEL 3 unit to your device.

Step 1: Choose the MODEL 3 unit you are syncing.

7

8

Step 2: Connect to the wireless network by choosing or entering your network name and network password.

1:45 🛪		.ıl ≎ ■
← 4	Add a Device	9
1	2	3
CONNECT T	O WIRELESS	NETWORK
Getti	ng You O	nline
Provide your you'll be up	Wi-Fi networ and running	
Network Nar	ne (SSID)	
*5Ghz networks are	not compatible	
Password		SHOW
Security Type:	WPA2	CHANGE
	Continue	
_		_

Step 3: The MODEL 3 will now pair with your Wi-Fi network. Once successfully completed, the app will return to your dashboard, where you can control and monitor your hot water system.

TECHNICAL DATA



TROUBLESHOOTING

If your MODEL 3 Water Heater blinks red and displays an error code, please call our support team at 888-506-2821 or visit our support page at <u>www.myheatworks.com</u> to learn more. Additionally, if you detect abnormal operation, turn the circuit breaker associated with your unit off and call 888-506-2821.

CAUTION: Warranty will be void if anyone, including but not limited to the installer or customer, decides to open the metal casework of the unit to service the product (electrical access panel cited on page 17, step 2, is excluded from this statement). Attempts to service the MODEL 3, including but not limited to, opening the casework of the unit or the pressure vessel will result in a voided warranty and deems the unit non-refundable.

INSTALLATION GUIDE

IMPORTANT SAFETY INFORMATION

This manual must be read carefully and before attempting to install the MODEL 3. If you do not follow the safety rules or the instructions outlined in the manual, the unit may not operate properly and it could cause property damage, serious bodily injury and/or death. Heatworks will not be liable for any damages because of failure to comply with the installation and operating instructions outlined in this manual.

This unit must be installed by a licensed electrician and plumber. The installation must comply with all national, state and local plumbing and electric codes. Proper installation is the responsibility of the installer. Failure to comply with the installation and operating instructions or improper use voids the warranty.

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation.

If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures: reorient or relocate the receiving antenna, connect the equipment into an outlet on a circuit different from that to which the receiver is connected, increase the separation between the equipment and receiver, and/or consult the dealer or an experienced radio/TV technician for help.

INTENDED USE

INDOOR USE ONLY.

THE MODEL 3 SHOULD NEVER BE EXPOSED TO FREEZING CONDITIONS.

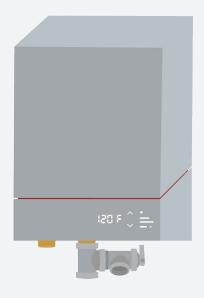
This appliance is intended for heating residential hot water and supplying one or more draw-off points. If you are unsure about your intended application or installation, please call 888-506-2821 or visit our support page at <u>www.myheatworks.com</u>. Any other use beyond that described shall be deemed inappropriate. Failure to comply with the installation and operating instructions or improper use voids the warranty. Observation of these instructions is also part of the correct use of this appliance.

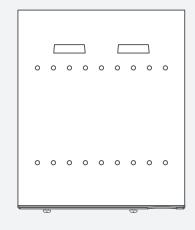
WHAT'S INCLUDED IN THE BOX

IMPORTANT: Before removing the old tank water heater and beginning installation of the new unit, unbox the MODEL 3. Remove all parts from the box and ensure all parts are included.

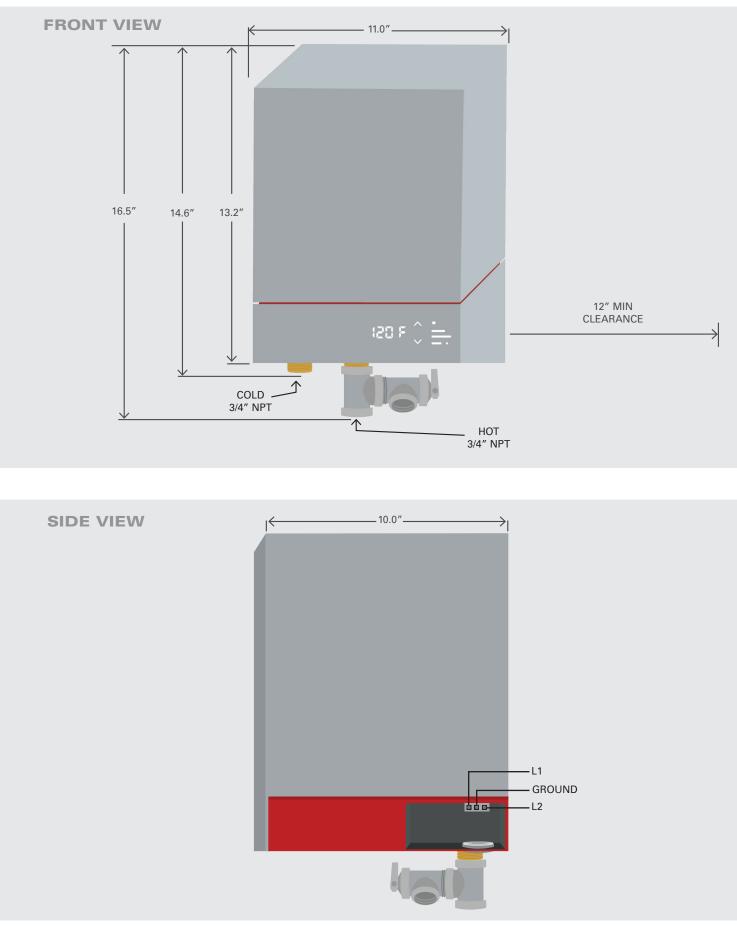
CAUTION: It is required that a licensed plumber and electrician install the unit and that the installation must comply with all national, state and local plumbing and electric codes. Proper installation is the responsibility of the installer.

- One (1) MODEL 3 Water Heater with preassembled and attached pressure relief valve
- One (1) MODEL 3 mounting bracket with two (2) pre-installed mounting bracket screws
- One (1) MODEL 3 Water Heater Quick Start Guide
- Two (2) 3/4" brass nipples
- One (1) water pressure regulator preset to 50 psi with included o-ring and plumbing union





MOUNTING BRACKET



PRECAUTIONS FOR SELECTING A LOCATION AND INSTALLATION

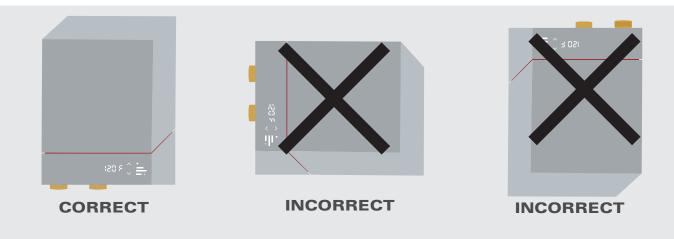
In general, the MODEL 3 can be installed in the same location where the old tank water heater was located or depending local codes, in a more centralized location in your home. However, to ensure safe performance and keep the warranty in effect, the following precautions must be observed:



Ensure domestic water supply is turned off.



The MODEL 3 unit must be installed where minimum clearances can be met and indoors where it is protected from the elements and extreme weather.



3 The unit MUST be installed in an upright orientation with the water fittings positioned below and pointing downward.

4

The unit must be mounted to wall studs or structural member capable of supporting 40 pounds. If there is no wall stud or convenient structural member available, ensure that appropriate wall anchors for the type of wall surface are used and sufficient to securely hold 40 pounds.

CAUTION: Failure to comply with these requirements may result in the unit falling from the wall, creating the possibility of personal injury or death.

MOUNTING THE UNIT

HEATWORKS RECOMMENDS: Wall studs should be utilized when mounting the water heater to the wall. Alternately, a suitable piece of wood may be placed inside or outside of the wall to span the distance between the wall studs. Fasten the water heater mounting bracket to the wood.



During shipping, the mounting bracket is attached to the back of the unit. Remove it by unscrewing the two mounting screws located underneath the unit.

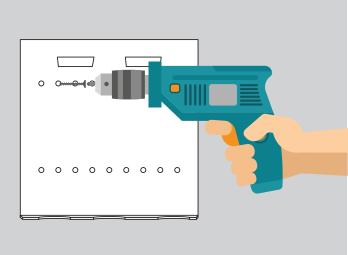
Using a bubble level, affix the mounting bracket to the wall, using the dimensions in the MODEL 3 Diagram found on page 11 to help position the unit. Make sure to pick a location that will be easy to access the service access panel on the right side of the unit, as well as the fitting connections located on the bottom of the unit. The bracket must be mounted to wall studs, a structural member, or with wall anchors able to support 40 pounds and appropriate for the type of wall surface if there are no wood studs behind the surface.

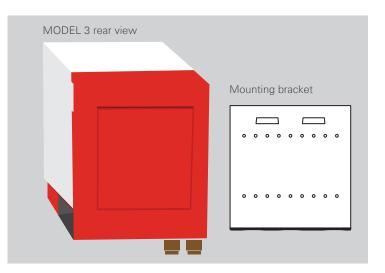
2

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The MODEL 3 unit has one (1) large slot on its back panel that will fit on the two (2) tabs located towards the top of the mounting bracket.

Lift the MODEL 3 unit and place it flush on the wall with its back against the mounting bracket, slightly above where the tabs are situated. Slowly lower the unit down until it is fully resting on the two tabs of the mounting bracket. Ensure that both slots are in place. Line up the screw holes located on the bottom of the unit with the corresponding holes on the lower





lip of the mounting bracket by sliding the unit left or right on the tabs if necessary to center, and then use the two (2) screws supplied to secure the MODEL 3 unit to the mounting bracket lip.

CAUTION: Failure to comply with this requirement may result in the unit falling from the wall, creating the possibility of personal injury or death, or damage to the unit.

The MODEL 3 Water Heater is now securely attached to the wall.

CONNECTING THE WATER SUPPLY

When using a well water supply or a water supply where sediment is commonly found in the water, Heatworks recommends installing a sand filter on the water supply line before the cold water inlet of the MODEL 3.

The MODEL 3 must be properly and securely connected to the water supply.

The unit has two plumbing connections: 3/4" NPT male cold water supply inlet (leftmost when facing the unit) and 3/4" NPT domestic hot outlet from the preassembled and installed pressure relief valve. The MODEL 3 also comes with a water pressure regulator. To reduce the risk of water pressure fluctuations that can go unnoticed by the homeowner, Heatworks recommends installing this pressure regulator on the inlet side of the MODEL 3. Simply install the plumbing union (included in the separate bag) with plumber's tape to the inlet of the MODEL 3 and tighten. Ensure that plumber's tape stays clear of the first inlet thread to avoid tape entering the inlet. Place the included O-ring in the recessed portion of the pressure regulator and thread the regulator into the union. If possible, lube the o-ring before installation. With the regulator preset to 50 psi, and the installed pressure relief valve possibly opening at or just before 75 psi, we do not recommend adjusting the pressure regulator unless your water pressure is below the 50 psi setting.

CAUTION: In order to clean the inlet filter screen, the cold water connection to the unit must be disconnected periodically. It is required to use flexible water heater connection hoses (minimum of 18" in length) that are easily detachable, such as braided steel flexible water heater connectors. When installing PEX or PVC piping, please contact material manufacturer for recommendations/requirements and ensure it is compliant with your local plumbing codes. However, Heatworks does not recommend installing PEX or PVC direct to their products.

CAUTION: When applying plumber's tape to the inlet and outlet of the MODEL 3, Heatworks requires installer to avoid allowing plumber's tape to obstruct the inlet or outlet. Applying the plumber's tape past the first thread should ensure that no tape flows into the water stream after proper plumbing connections are attached.

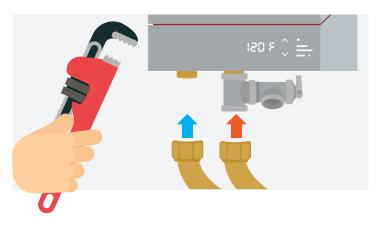
CAUTION: Serious damage to your MODEL 3 can occur if all water lines in the plumbing system are not flushed of debris entirely before installing the MODEL 3 for both retro-fit and new construction projects. This is required to keep all foreign matter from entering the MODEL 3. Failure to do so prior to installing the MODEL 3 will void the warranty.

IMPORTANT: Outflowing water will be cold at this point of installation. Water will not flow hot until an electrical supply is connected. Verify that the inlet and outlet connections are leak-free, both with water flowing and with the water flow stopped.

1

Ensure domestic water supply is turned off.

- 2 Connect the inflowing cold water supply to the inlet connection on the unit. Next, connect the outflowing hot water supply main to the outlet connection on the pressure relief valve.
- 3 Check to ensure all fittings and connections are tightened appropriately, but not over tightened as this may damage the unit.



4

Turn on the water supply to the system. Open a hot water tap in the house and allow water to flow for at least three (3) minutes, until there is a steady stream of water flowing out of the tap with no air "spitting" in the stream.

- **5** The pressure relief valve on this MODEL 3 Water Heater was installed by the manufacturer at the factory and must remain installed. Removal of or tampering with the pressure relief valve will void the manufacturer's warranty. However, if local code requires a temperature and pressure relief valve, the installer is allowed to remove and replace the pressure relief valve with a suitable alternative
- 6

The MODEL 3 Water Heater plumbing connections are now completed.

ELECTRICAL INFORMATION



GROUND WIRE IS REPRESENTED ON PRODUCT LABELING AS THIS UNIVERSAL SYMBOL.

CAUTION: If you ever detect abnormal operation, turn the circuit breaker associated with your unit off and call 888-506-2821.

CAUTION: This water heater is an electrically powered high voltage and high current device. It must be installed by a licensed electrician and licensed plumber in accordance with all national, state, provincial and local electrical and plumbing codes. Failure to install this unit in accordance with all applicable codes and requirements may result in personal injury or death.

CAUTION: Under no circumstances should you attempt to install, repair, or disassemble the Model 3 Water Heater without first shutting off all power to the unit directly at the fuse or breaker box. Make sure to shut off all breakers. Serious bodily injury or death could occur if you ignore this warning.

CAUTION: NEVER set the amperage on the MODEL 3 to a current draw higher than the dedicated breaker is rated for. For example, if your MODEL 3 is wired to a 50 A breaker, you should NEVER set the amperage on the MODEL 3 to exceed a 50 A draw.

CAUTION: Serious damage to your MODEL 3 can occur if all air is not purged from the water lines initially, or at any time after installation where air might have been introduced into your home water system.

CAUTION: NEVER turn power on if there is a possibility the water in the heater is frozen.

CAUTION: Supply this appliance only from a grounded system. A green terminal (or a wire connector marked "G", "GR", "GROUND", or "GROUNDING") is provided for wiring the appliance. To reduce the risk of electric shock, connect this terminal or connector to the grounding terminal of the electric service or supply panel with a continuous copper wire in accordance with the electrical installation code.

ELECTRICAL SERVICE

According to the definition in the National Electric Code (also known as NFPA 70), an appliance load that is not continuous for three hours or more is considered non-continuous. Therefore, the MODEL 3, when used for standard domestic hot water applications, is considered a non-continuous heating appliance. Due to the diversity of water heating in a home, the load (amps) contribution of the MODEL 3 to the overall service load of the home or building can be calculated using the optional methods of NEC, sections NEC 220-82 or 220-83. For new dwellings, the service load should be calculated using NEC 220-82. For existing dwellings, the service load should be calculated using NEC 220-83. By both calculation methods, the MODEL 3 load is generally added to the service load at 40% of its maximum nameplate rating. For instance, the full load current rating of the MODEL 3 is 100 A and 40% of this rating is 40 A. The 40 A is typically the load added to the overall service load of the dwelling when using the optional calculation methods as described in NEC 220-82 and 220-83, not the full load current rating of 100 A. (Note that a conventional electric water heater rated for use on a 30 A circuit will draw 4.5 kW or 18.75 A.) Using the same calculation method, 40% of the nameplate rating for a conventional 4.5 kW electric tank water heater is 7.5 A. So, one MODEL 3 will add 32.5 A (40 A minus 7.5 A) additional amps to the service load since 7.5 A were already available for the existing tank.

POWER/VOLTAGE MODULATION

During operation, the MODEL 3 Water Heater is designed to use only the power necessary to heat the water for various combinations of temperature rise and flow rate.

DISCONNECTS AND SUBPANELS

Electrical disconnect devices do not contain circuit breakers and are not required by the NEC for residential appliances such as the MODEL 3 or any appliance rated less than 300 volts. However, disconnects may be required by the NEC for motor loads and for appliances with multiple circuits in commercial applications. Electrical subpanels or parallel panels, containing circuit breakers, may be used with appliances such as the MODEL 3 in residential and commercial applications. In new, and in some existing residential construction, there are generally enough breaker spaces in the main electrical panel to accommodate the circuit breaker associated with the MODEL 3. An electrician's load analysis is recommended if there is doubt about available breaker spaces. However, in some existing homes, the main electrical panel may be nearly full of circuit breakers serving existing loads. In these cases, one or more subpanels, each with a single large breaker rated for the entire load of the water heater, can be installed off the main panel.

BRANCH CIRCUITS AND BREAKERS

The NEC specifies that storage tank water heaters are continuous loads (422.13). A continuous load is a load where the maximum current is expected to continue for three hours or more. Because tankless electric water heaters only pull current when hot water is drawn, they are not expected to continue for three hours or more and are considered to be a noncontinuous load. As a noncontinuous heating appliance, the branch circuit wires and breakers must be sized to at least 100% of the maximum ampere rating of the appliance or the branch circuit breaker, whichever is more. This is particularly important to avoid over heating of the wires at the connections to the breakers, which may cause nuisance or premature breaker trips. It is recommended that the copper wire for the branch circuits and subfeeds be rated for at least 75° C. If you use THHN, which is rated for 90° C, the wire gauge is smaller than standard 75° C

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wire, and the nylon covering makes it much easier to pull. Multiple breakers should never be wired to a single MODEL 3. Each MODEL 3 should be wired to its own, dedicated breaker. Since the MODEL 3 is a noncontinuous appliance, the dedicated branch circuit breaker must be rated to the same current value selected on the MODEL 3.

	Amperage and Wiring Table	
Currents (amps)	Wire gauge (75° C 167° F)	Wire gauge (90° C 194° F)
30	10	10
35	8	8
40	8	8
45	8	8
50	8	8
60	6	6
70	4	6
80	4	4
90	3	4
100	3	3

*This table is for copper wire gauges only

ELECTRICAL INSTALLATION

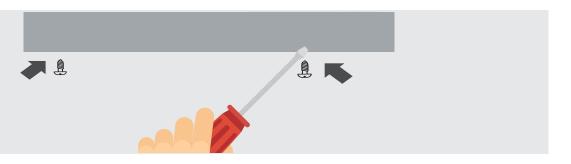
RECOMMENDS: Heatworks recommends using crimps on electrical leads for ease of use during this step in installation.

1

Under no circumstances should you proceed to the electrical installation without first shutting off all power to the MODEL 3 directly at the fuse or breaker box.



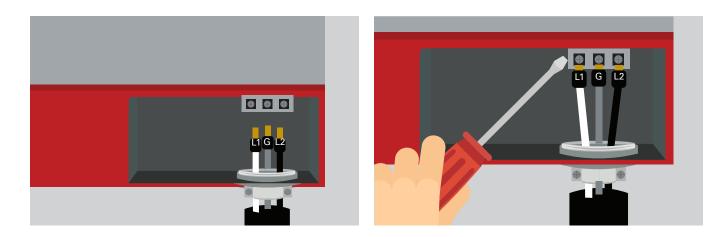
Remove the service access panel cover located on the right bottom side of the unit by removing the two (2) screws and carefully setting aside.



3

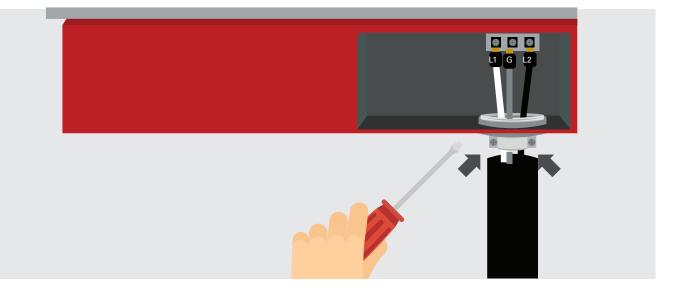
Verify all wiring (wire gauge) and circuit protection (breakers) comply with national and local electrical codes.

The MODEL 3 requires two (2) power conductors and one (1) grounding conductor. The power conductors should be Line 1 and Line 2 for a typical 208, 220, or 240 VAC single phase installation. The grounding conductor should be connected to Earth Ground. Feed wire through the bottom of the unit and connect each of the individual wires as highlighted on the label in the service access area. Tighten each lug; make sure each connection is very snug.

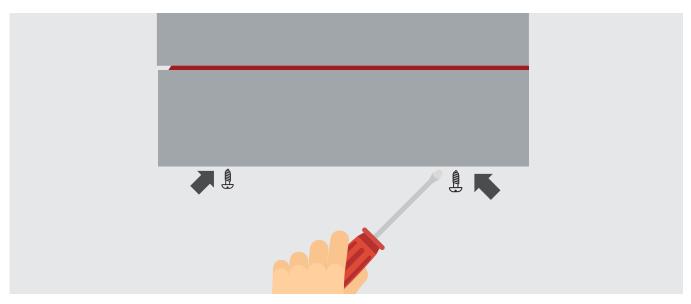




Tighten the strain relief.



6 Place the service access panel cover back in on the MODEL 3 unit and fasten it in using the two (2) screws.



COMPLETING THE INSTALLATION

- 1 Confirm that the cold water supply main is turned on and that main power is securely connected to the unit.
- 2

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- Switch ON the dedicated MODEL 3 circuit breaker.
- The unit will power up and a dot will appear on the display, indicating the unit has power.
- 4 The next step in the installation process is to set your amperage by accessing the amperage menu. To do that, it is first important to better understand the various menus that the MODEL 3 displays.

ACCESSING MODEL 3 MENUS

There are two different types of menus for the MODEL 3. The first is the main menu, which shows the user the current setpoint temperature (green dot), actual current draw reading in amps (purple dot), actual water flow reading in GPM (blue dot), and any error codes detected by the unit (red dot). If more than one error occurs, arrows will illuminate allowing the user to scroll through reported errors. These menus can be accessed by simply tapping the home button once to cycle through each option. To exit this menu and return to the "power on" screen, simply cycle through each option until the menu screen is off and a single green dot is displayed in the home button.

The second type is the settings menu. To access this menu, initiate a long press (press home button for approximately two (2) seconds) from any menu screen. If executing from the "power on" screen, long press once to access the setpoint temperature menu showing "120F" on the display. Release, then long press a second time to access the "C" and "F" menu. Release the long press when "C" and "F" is displayed on the menu screen with the home button flashing white. This is the first menu in settings.

The settings menu contains options for Celsius and Fahrenheit (white dot), the amperage screen (purple dot), the voltage screen (yellow dot), the onboarding screen (blue dot), enabling or disabling Wi-Fi screen (blue dot), and the reset user settings screen (red dot). These menus will time out in 60 seconds and return to the "power on" screen if no settings have been changed and can be cycled through by single tapping the home button.

See both the main and settings menu flowchart on the next page as a reference guide.

ACCESSING THE AMPERAGE MENU

CAUTION: The amperage menu settings should NEVER be adjusted while the unit is powered on and heating water. This menu should only be adjusted when power is on and there is no water flowing through the unit. Failure to follow this direction may result in damage to your MODEL 3.

To access the amperage menu, long press the green home button until the "C" and "F" menu appears. Navigate to the amperage menu from the "C" and "F" menu by tapping

Main and Settings Menu Flowchart

SETTINGS MENU **MAIN MENU** Power On Тар Adjust Select Setpoint Degrees Hold Hold Temperature 🛪 °C or °F Тар Тар Actual Set **Current Draw** Maximum Reading Current Hold Hold (amps) (amps) Тар Actual Select Water Flow Voltage Reading Hold Hold (GPM) Тар Onboard to Error WiFi (if exists) Hold Hold Тар Enable or Disable WiFi Hold Reset User Hold Settings

the flashing white home button one time. The home button will flash purple with "30A" (or, what your previous amperage was saved to if set prior) displayed on the menu screen. To increase or decrease your desired amperage setting, use the up and down arrows to the right of the menu screen. Once your amperage has been selected, long press the home button until the menu screen is blank, and a green dot is displayed on the home button. See step 7 for details on how to determine correct amperage settings.

ACCESSING THE VOLTAGE MENU

To access the voltage menu, long press the green home button until the "C" and "F" menu appears. Navigate to the voltage menu from the "C" and "F" menu by tapping the flashing white home button two times. The home button will flash yellow with "240" (or what your previous voltage was saved to if set prior) displayed on the menu screen. To increase or decrease your desired voltage setting, use the up and down arrows to the right of the menu screen. Once your correct voltage has been selected, long press the home button until the menu screen is blank, and a green dot is displayed on the home button.

ACCESSING AND SELECTING CENTIGRADE OR FAHRENHEIT

The output and setpoint temperature of the MODEL 3 can be shown in °F or °C units. The factory setting is °F. To change the unit of temperature from Fahrenheit to Celsius, long press the green home button (approximately two (2) seconds) until the home button flashes white and "C" and "F" is displayed on the menu. To change to Celsius, simply press the up or down arrow and the "C" will begin flashing. To save this setting, long press the home button again. The setting will save, and the menu screen will revert to the "power on" screen with a green home button.

ACCESSING THE WI-FI SETTINGS MENUS

When navigating to the onboarding menu, make sure you have followed the steps beginning on page 4 in the User Manual & Installation Guide to download the Heatworks app and register your account before engaging the MODEL 3 into onboarding mode. To access the onboarding menu, begin by accessing the "C" and "F" menu by long pressing the home button. To navigate to the onboarding menu from the "C" and "F" menu, simply tap the blinking white home button two times. The letters "Onbd" will be displayed on the menu screen with the home button flashing blue.

Once you are on this menu screen, follow the prompts in the app and manual to complete onboarding. Should you want to disconnect the unit from Wi-Fi completely, tap the blinking white home button three times from the "C" and "F" menu. If Wi-Fi is enabled, "Conn On" will be displayed and the button will be blue; if wifi is disabled, "Conn Off" will be displayed and the button will be white. Press the up or down arrow to select the option you want. To save this setting, long press the home button again. Please note that if you are seeing "Conn On" but the button is white, you have not yet entered your Wi-Fi password into the Heatworks app. This is required in order to get your unit connected.

SETPOINT TEMPERATURE MENU

The MODEL 3 unit comes preprogrammed for an initial temperature setting of 120° F (49° C); however, it can deliver any water temperature between 50° F (10° C) and 140° F (60° C) in single digit increments.

To adjust the temperature, first touch the home button on the front of the unit to illuminate the menu. This will show you the current setpoint temperature. Use the arrows on the display to select the desired temperature, up to increase the temperature, and down to decrease the setpoint temperature of the MODEL 3.

Suggested temperature settings:

Shower: 98°-110° (36°-43° C) Bath: 102°-110° F (39°-43° C) Sink: 110°-130° F (43°-54° C)

These temperatures are only suggestions. Most users find a happy medium by setting and leaving their unit at 120° F. Water temperatures over 125° F (52° C) can cause severe burns instantly or death from scalding. Households with small children, disabled or elderly persons may require that the thermostat be set at 113° F (45° C) or lower to prevent possible injury from hot water.



Now that you better understand the various menus, it is now time to select the correct amperage.

IMPORTANT: Unlike other water heaters, the MODEL 3 can be adjusted from 30-100 A upon installation, depending on your specific hot water needs. The higher the power setting, the more hot water you can expect.

CAUTION: NEVER set the amperage on the MODEL 3 to a current draw higher than the dedicated breaker is rated for. For example, if your MODEL 3 is wired to a 50 A breaker, you should NEVER set the amperage on the MODEL 3 to exceed a 50 A draw.

The following charts highlight temperature rises you can expect at the different voltages, amperages, and flow rates. Choose settings based upon your home's average demand. For example, two simultaneous showers = 4 GPM.

		TEMPERATURE RISE °F															
œ	AMPERAGE	0.5 GPM	1 GPM	1.25 GPM	1.5 GPM	1.75 GPM	2 GPM	2.25 GPM	2.5 GPM	2.75 GPM	3 GPM	3.25 GPM	3.5 GPM	3.75 GPM	4 GPM	4.25 GPM	4.5 GPM
208	30	85°	42°	34°	28°	24°	21°	19°	17°	15°	14°	13°	12°	11°	11°	10°	9°
ш	35	99°	50°	40°	33°	28°	25°	22°	20°	18°	17°	15°	14°	13°	12°	12°	11°
G	40	113°	57°	45°	38°	32°	28°	25°	23°	20°	19°	17°	16°	15°	14°	13°	13°
Ă	45	127°	64°	51°	42°	36°	32°	28°	26°	23°	21°	20°	18°	17°	16°	15°	14°
TA	50	-	70°	57°	47°	40°	35°	31°	28°	26°	24°	22°	20°	19°	18°	17°	16°
б	60	-	85°	68°	57°	49°	42°	38°	34°	31°	28°	26°	24°	23°	21°	20°	19°
5	70	-	99°	79°	66°	57°	50°	44°	40°	36°	33°	31°	28°	26°	25°	23°	22°
	80	-	113°	91°	75°	65°	57°	50°	45°	41°	38°	35°	32°	30°	28°	27°	25°
	90	-	127°	102°	85°	73°	64°	57°	51°	46°	42°	39°	36°	34°	32°	30°	28°
	100	-	-	113°	94°	81°	71°	63°	57°	51°	47°	44°	40°	38°	35°	33°	31°

		TEMPERATURE RISE °F															
0	AMPERAGE	0.5 GPM	1 GPM	1.25 GPM	1.5 GPM	1.75 GPM	2 GPM	2.25 GPM	2.5 GPM	2.75 GPM	3 GPM	3.25 GPM	3.5 GPM	3.75 GPM	4 GPM	4.25 GPM	4.5 GPM
220	30	90°	45°	36°	30°	26°	22°	20°	18°	16°	15°	14°	13°	12°	11°	11°	10°
	35	105°	52°	42°	35°	30°	26°	23°	21°	19°	17°	16°	15°	14°	13°	12°	12°
σ	40	120°	60°	48°	40°	34°	30°	27°	24°	22°	20°	18°	17°	16°	15°	14°	13°
A	45	130°	67°	54°	45°	38°	34°	30°	27°	24°	22°	21°	19°	18°	17°	16°	15°
E	50	-	75°	60°	50°	43°	37°	33°	30°	27°	25°	23°	21°	20°	19°	18°	17°
VOLTAGE	60	-	90°	72°	60°	51°	45°	40°	36°	33°	30°	28°	26°	24°	22°	21°	20°
ž	70	-	105°	84°	70°	60°	52°	47°	42°	38°	35°	32°	30°	28°	26°	25°	23°
	80	-	120°	96°	80°	68°	60°	53°	48°	44°	40°	37°	34°	32°	30°	28°	27°
	90	-	130°	108°	90°	77°	67°	60°	54°	49°	45°	41°	38°	36°	34°	32°	30°
	100	-	-	120°	100°	85°	75°	66°	60°	54°	50°	46°	43°	40°	37°	35°	33°
							1	TEMPE	RATURI	E RISE	۴						
~	AMPERAGE	0.5 GPM	1 GPM	1.25 GPM	1.5 GPM	1.75 GPM	2 GPM	2.25 GPM	2.5 GPM	2.75 GPM	3 GPM	3.25 GPM	3.5 GPM	3.75 GPM	4 GPM	4.25 GPM	4.5 GPM
240	30	98°	49°	39°	33°												
				00	33	28°	24°	22°	20°	18°	16°	15°	14°	13°	12°	12°	11°
	35	114°	57°	46°	33°	28° 33°	24° 29°	22° 25°	20° 22°	18° 21°	16° 19°	15° 18°	14° 16°	13° 15°	12° 14°	12° 13°	11° 13°
	35 40	114° 130°	57° 65°														
B				46°	38°	33°	29°	25°	22°	21°	19°	18°	16°	15°	14°	13°	13°
TAGE	40	130°	65°	46° 52°	38° 44°	33° 37°	29° 33°	25° 29°	22° 26°	21° 24°	19° 22°	18° 20°	16° 19°	15° 17°	14° 16°	13° 15°	13° 15°
DLTAGE	40 45	130° -	65° 73°	46° 52° 59°	38° 44° 49°	33° 37° 42°	29° 33° 37°	25° 29° 33°	22° 26° 29°	21° 24° 27°	19° 22° 24°	18° 20° 23°	16° 19° 21°	15° 17° 20°	14° 16° 18°	13° 15° 17°	13° 15° 16°
/OLTAGE	40 45 50	130° - -	65° 73° 82°	46° 52° 59° 65°	38° 44° 49° 54°	33° 37° 42° 47°	29° 33° 37° 41°	25° 29° 33° 36°	22° 26° 29° 33°	21° 24° 27° 30°	19° 22° 24° 27°	18° 20° 23° 25°	16° 19° 21° 23°	15° 17° 20° 22°	14° 16° 18° 20°	13° 15° 17° 19°	13° 15° 16° 18°
VOLTAGE	40 45 50 60	130° - - -	65° 73° 82° 98°	46° 52° 59° 65° 78°	38° 44° 49° 54° 65°	33° 37° 42° 47° 56°	29° 33° 37° 41° 49°	25° 29° 33° 36° 44°	22° 26° 29° 33° 39°	21° 24° 27° 30° 36°	19° 22° 24° 27° 33°	18° 20° 23° 25° 30°	16° 19° 21° 23° 28°	15° 17° 20° 22° 26°	14° 16° 18° 20° 24°	13° 15° 17° 19° 23°	13° 15° 16° 18° 22°

Navigate to the amperage menu from the "C" and "F" menu by tapping the flashing white home button one time. The home button will flash purple with "30A" (or, what your previous amperage was saved to if set prior) displayed on the menu screen. To increase or decrease your desired amperage setting, use the up and down arrows to the right of the menu screen. Once your amperage has been selected, long press the home button until the menu screen is blank, and a green dot is displayed on the home button.

82°

73°

130°

109°

93°

65°

59

54

50

369

100

8

7 Please indicate which maximum current setting (in amps) was chosen by circling the number on the Maximum Current Setting lable located on the bottom of the unit in permanent marker.

This completes the installation procedure. The MODEL 3 Water Heater is now in service.

WARRANTY AND LEGAL

REGISTERING YOUR UNIT

You must register this product on our website within 90 days of purchase in order to activate the 6-year full unit exchange warranty or be eligible for the extended warranty. If you do not activate your warranty within 90 days, your MODEL 3 Water Heater will be covered from the date it was manufactured. Go to our website at <u>www.myheatworks.</u> <u>com/pages/registration</u> to complete the registration process.

MAKING A WARRANTY CLAIM

If you need to file a warranty claim, you must contact support at <u>info@heatworks.tech</u> in order to receive a return authorization form for the claim. No exchanges will be issued without a return authorization number issued by Heatworks. Return shipping for the original product is the responsibility of the customer, and all returned products must be wrapped and packaged securely to avoid shipping damage.

A replacement water heater will not ship without Heatworks first receiving and inspecting the returned product. All replacement water heaters will ship standard ground within one (1) business day of Heatworks receiving the returned product.

If you choose to receive a replacement water heater prior to returning the original product, you will be invoiced for the replacement unit. The replacement unit will ship within one (1) business day after payment. The original product should be returned to Heatworks within seven (7) business days of receiving the replacement water heater. Once the unit has been received by Heatworks, your credit card will be refunded for the invoiced amount. Refunds will not be processed after 14 days.

If you request expedited shipping, you will receive an invoice for the shipping cost. The replacement unit will ship within one business day after payment is received.

If you have any questions regarding the warranty, please call our customer support team at 888-506-2821.

MANUFACTURING LIMITED WARRANTY INFORMATION

WHAT THIS LIMITED WARRANTY COVERS

Subject to the terms and conditions set forth in this limited warranty, each MODEL 3 Water Heater is warranted to the original purchaser at the original address or the authorized transferees ("Transferee" is defined as any owner of the residence or business which the Heatworks unit has been installed during the term of this warranty) of such purchaser at the original address (collectively, the "Owner"), against mechanical or electrical failure of any component solely due to defects in material or Manufacturer's workmanship for a period of six (6) years from the date of original purchase and, leaks due to defects in material or Manufacturer's workmanship for six (6) years from the date of original purchase. If Owner cannot document the original date of purchase with original sales receipt, then the limited warranty period begins on the date the MODEL 3 Water Heater was manufactured. As Owner's sole and exclusive remedy, Manufacturer shall replace the MODEL 3 Water Heater. The MODEL 3 Water Heater is not a consumer product and is not subject to the protections or limitations of the under state or federal law. Manufacturer's maximum liability is limited to Owner's original purchase price of the water heater.

DISCLAIMERS AND EXCLUSIONS

The remedy set forth in this limited liability warranty is the only remedy available to Owner or any person for breach of any covenant, duty or obligation on the part of the Manufacturer. Manufacturer is not liable to Owner or any third party for any loss, personal injury or property damage, directly or indirectly, arising from the MODEL 3 Water Heater. Under no circumstances is Manufacturer liable to Owner or any third party for incidental, consequential, special, contingent, or punitive damages of any description, whether any such claim be based upon warranty, contract, negligence, strict liability, or other tort, or otherwise. Manufacturer specifically disclaims all implied warranties, including but not limited to the implied warranty of merchantability and implied warranty of fitness for a particular purpose.

Some states do not allow the exclusion or limitations of incidental or consequential damages so the limitations or exclusion may not apply to Owner. In such cases, the warranty shall be limited to six (6) years from the original date of purchase or date manufactured, as provided in this limited warranty, or the shortest period allowed by law. This warranty gives Owner specific legal rights and Owner may also have other rights which may vary from state to state.

LIMITATIONS OF COVERAGE

1) Manufacturer is not liable for any costs incurred by Owner, including, without limitations, the cost of any labor or material costs for removal, repair and/or reinstallation.

2) Manufacturer is not liable for any water damage or other damages to person or property arising, directly or indirectly, from any defect in the MODEL 3 Water Heater component part(s) or from its use.

3) Manufacturer is not liable under this limited warranty or otherwise if:

- The water heater or any of its component parts have been subject to misuse, alteration, neglect, impact, or accident; or
- The water heater has not been installed in accordance with the applicable local plumbing and/or building code(s) and/or regulation(s); or
- The water heater has not been installed or maintained in accordance with Manufacturer's instructions, or has been installed with improper orientation, improper fastening, improper use of pipe dope/plumbers putty or with the use of any sealant; or
- The pressure relief valve was removed or tampered with; or the pressure relief valve will void the manufacturer's warranty The water heater has sediment inside the unit; or
- The water heater experiences any water pressure or flow interruptions (ie: normal inlet water pressure is outside of the published specification for the heater), is exposed to any condition that causes the heater to turn on before the air is purged from the heater; or

- The water heater has been exposed to conditions resulting from floods, earthquakes, winds, fire, freezing, lightning, or circumstances beyond the Manufacturer's control; or
- The water heater has been used for other than the intended purpose (ie: use with liquids other than potable water); or
- The water heater has been tampered with, either electronics or software; or
- If there is any disassembling of any components; or
- The water heater is subjected to applications of DC voltage; or
- The water heater is operated without inlet filter screen located inside the water inlet; or
- The water heater installation exposes the unit to the elements; or
- The workmanship of any installer; or
- The spray head is not regularly descaled.

4) Owner, and not Manufacturer or its agent / representative, is liable for and shall pay for all field charges for labor or other expenses incurred in the removal or any **NON-COVERED WARRANTY** expense incurred by Owner.

Manufacturer reserves the right to deny warranty coverage upon Manufacturer's examination of unit.

WHAT WILL VOID YOUR LIMITED WARRANTY

1) The unit is tampered with or self-serviced in anyway.

2) The unit is installed outdoors, without adequate protection from the elements.

3) The unit is installed in an orientation other than specified in this manual.

4) The unit is used with any liquids other than potable water.

5) More than 10% glycol is used with a radiant heating application.

6) The unit is used with any unapproved chemicals.

7) Components/accessories not compatible with or not intended for the unit are used.

8) This unit is used in an unapproved scenario such as, but not limited to, a fish tank water heater, to heat pools or spas, with a non-compatible AC/DC converter, if undersized for the intended application, etc.

9) The inlet/outlet is connected to any tap or fitting other than those specified.

10) The unit is sold through an unauthorized third party by original Owner.

APPLICABLE LAW

This limited warranty shall be governed by the laws of the State of South Carolina.

RETURN POLICY

If, within (14) days of purchase (or for pre-order units date of shipment) and prior to installation, the Owner finds that the purchased unit is not suitable for their demands, Owner must contact support at info@heatworks.tech or call 888-506-2821 in order to receive a return authorization form for the product. Returns will not be accepted without a return authorization number issued by Heatworks. Return shipping is the responsibility of the customer, and all returned products must be wrapped and packaged securely to avoid shipping damage. All products must be returned in the same condition as they were received in order to receive a refund. A refund will not be processed if the product has been installed, used, or altered in any way. Heatworks must receive and inspect all returned products prior to processing a refund. No refunds will be processed outside of the 14-day return window.

If your purchase was not made directly through <u>www.myheatworks.com</u>, please check with the distributor you purchased the water heater from in order to adhere to their return policy.

PRIVACY POLICY

At Heatworks, we take your privacy seriously.

This Privacy Statement for Heatworks Products and Services ("Privacy Statement") describes information that Heatworks Technologies, Inc. and its subsidiaries and affiliates (collectively, "Heatworks") collect, use, share, and store, including personal information (i.e., information that personally identifies you, such as your name, email address or billing information, or other data that can be reasonably used to infer this information).

This document focuses on information related to the operation of Heatworks products and services, including the MODEL 3 Water Heater and other products from Heatworks (collectively, "Heatworks Products"). In this Privacy Statement, the expression "Heatworks Products" also includes our Mobile Apps.

We provide additional details about how we collect and use information from our public website in our Privacy Policy on the Heatworks website (<u>www.myheatworks.com/pages/</u><u>privacy-policy</u>).

Our Pledge:

1) We will be transparent about the different types of information we collect and how we use them.

2) We will ask your permission before sharing your personal information with third parties for purposes other than at your request or to provide Heatworks Products, and to do so

only when we think they will provide you with a welcomed additional service.

3) We will use best-in-class data security tools to keep your data safe and protect the Heatworks Products from unauthorized access.

Your Permission: Permission for data collection and processing. By using Heatworks Products, you agree to allow us to collect and process information as described in this Privacy Statement.

Your Consent: Consent to data collection and processing. By using Heatworks Products, you agree to allow us to collect and process information as described in this Privacy Statement.

Consent to international data transfers. Your personal information may be collected, processed and stored by Heatworks or its service providers in the United States and other countries where our servers reside. Please be aware that the privacy protections and legal requirements, including the rights of authorities to access your personal information, in some of these countries may not be equivalent to those in your country. If you are using Heatworks Products in the European Economic Area or other regions with laws governing data collection and use that may differ from United States law, you consent to the transfer of your personal data to the United States and other countries where Heatworks operates.

WHAT INFORMATION DOES THE HEATWORKS MODEL 3 WATER HEATER COLLECT?

The MODEL 3 Water Heater collects:

- Setup information you provide
- Environmental data from the MODEL 3's sensors
- Direct adjustments to the device and adjustments made through the mobile app
- Water heating usage information
- Technical information from the device and mobile app

Setup information you provide: When you install the MODEL 3 Water Heater mobile app, you'll be asked several questions in order to help us create your account and your preferred temperature settings that will keep you comfortable. This information helps us to customize your user experience by, for example, providing hot water at your desired temperature. Answering these questions helps us to set up a program that will keep you comfortable.

Environmental data from the MODEL 3's sensors: We collect data from several sensors built into the MODEL 3 Water Heater. These sensors collect data such as your location, incoming ground water temperature and your water's conductivity. This helps your MODEL 3 deliver hot water on demand at your desired setpoint.

Direct adjustments to the device and adjustments made through the mobile app: If you change settings like temperature setpoint directly via the MODEL 3 unit or on the mobile app, it records and feeds that information to the Heatworks' algorithms to learn your desired hot water preferences.

Water heating usage information: Every time your system turns on and off, Heatworks

records the time and duration during which your system was on in order to offer you features such as usage history.

Technical information from the device and mobile app: In order to improve your experience over time and help troubleshoot any problem you may encounter with the MODEL 3 Water Heater, we record your unit's model and serial number, software version, and technical information.

What additional information does Heatworks collect and store when a user connects a Heatworks Product to the internet or creates an account?

Wi-Fi Network Information: To connect your Heatworks Product to our Services, or to access your Heatworks Product over the internet from a computer, a smartphone or a tablet, you will need to connect it to your Wi-Fi network. During setup, the Heatworks Product will ask for your Wi-Fi network name (SSID) and password to connect to the internet. It will save this information on the device, along with your IP address, so that you can access it and control it from your computer, smartphone or tablet, and so that it can communicate with Heatworks servers and download software updates.

Once connected to your Wi-Fi network, your Heatworks Product regularly sends the data described in this Privacy Statement (excluding your Wi-Fi password) to Heatworks to provide you with the Services.

Additional Authorized Users: Heatworks may provide you with the ability to enable additional authorized users to access your account. If you do so, the additional authorized users may control and view all of your devices and content. Invited users may also add additional authorized users to your account, so be careful to add only those you trust. An invited user must have or create a Heatworks account, and information about invited users (like email address, name, or changes to product settings) will be stored with your account.

Email Addresses: When you create a Heatworks account, we collect and store your email address. From that point forward, your email address is used for communications from Heatworks. In addition, Heatworks may provide you with the ability to enable individuals to access your account as additional authorized users, or to invite other individuals such as friends or family to share access to your content. We will ask you for the email address of any such individuals and automatically send an email invitation on your behalf. Heatworks stores this information to send this email, to register your friend if your invitation is accepted, and to track the success of our invitation services.

Basic Profile Information: Your account allows you to provide certain basic profile information like your name and profile photo. Names and profile photos may be shown to others in connection with the Services. In addition, if you download the Heatworks Mobile App, we may collect and store your mobile device identifiers (such as IDFA, AAID, or other device identifiers). For example, if you invite someone as an additional authorized user, he or she will be able to see your name and photo. You should only use photos you are willing to make public.

Mobile Location Data: You may choose to enable features like device pairing. If you do this, you'll be asked to share location data from your mobile device or from additional

authorized users. This data may be processed or combined with data from other products to enhance features.

Bluetooth Data: Bluetooth-enabled Heatworks Products (such as the MODEL 3 Water Heater) may broadcast an identifying signal wirelessly. This is used to connect with your Bluetooth-enabled devices (such as a smartphone or tablet) in order to deliver features like easy setup.

Remember that when you visit our Sites, we collect personal information as described in our separate Privacy Policy for Heatworks Web Sites. Like most internet sites, we routinely record log entries (including information such as your IP address) and technical information (such as your browser type and version) when your browser, mobile device or Heatworks Product contacts our servers.

HOW DOES HEATWORKS USE THE INFORMATION IT COLLECTS?

We use this information to provide, develop and improve Heatworks Products and services, including to make assessments and recommendations about products, safety, or energy use. We may use your contact details to send you this information, or to ask you to participate in surveys about your Heatworks use, and to send you other communications from Heatworks.

We may also use this information in an aggregated, non-identified form for research purposes and to help us make sales, marketing, and business decisions. For example, we use aggregated user information about the number of active MODEL 3 Water Heater users in a particular state to help us decide what energy companies might be good partners.

We may use service providers to perform some of these functions. Those service providers are restricted from sharing your information for any other purpose.

We use industry-standard methods to keep this information safe and secure while it is transmitted over your home network and through the internet to our servers. Depending on your location and type of data, Heatworks may process your personal information on servers that are not in your home country.

In general for purposes of applicable law (e.g., GDPR), Heatworks is a controller of the information collected in connection with the Products and Services. However, in the case of "Video and audio signals and data" and "Facial recognition to enable Familiar Face Alerts feature" you are the controller of these data and Heatworks is a processor.

OUR LEGAL BASES FOR PROCESSING INFORMATION

If European data protection law applies to the processing of your information, we process your information for the purposes described in this Privacy Statement, based on the following legal grounds:

When we're providing a product or service.

We process your data to provide and support a product or service you've asked for under a contract, including but not limited to delivering our Terms of Service.

When we're pursuing legitimate interests.

We process your information for our legitimate interests and those of third parties while applying appropriate safeguards that protect your privacy. This means we process your information for things like:

- offering and improving Heatworks Products and Services
- developing new products and features
- understanding how people use our products and services
- performing research that improves our services for our users and benefits the public
- sending you direct marketing and other communications from Heatworks
- protecting against harm to the rights, property, and safety of Heatworks, our users, and the public
- detecting, preventing or otherwise addressing fraud, abuse, security or technical issues with our services
- maintaining and improving the integrity of our computing systems, and protecting our users' data security
- enforcing legal claims, including investigation of potential violations of applicable Terms of Service

When we're complying with legal obligations.

We process your data when we have a legal obligation to do so, for example, if we're responding to a legal process or an enforceable governmental request.

We ask for your consent to process your information for certain specific purposes and give you the right to withdraw that consent at anytime.

IN WHAT CIRCUMSTANCES DOES HEATWORKS SHARE MY INFORMATION?

Under no circumstance do we share personal information for any commercial or marketing purpose unrelated to the activation and delivery of Heatworks Products and services without asking you first. Period. We do not rent or sell our customer lists.

THE FOLLOWING ARE THE LIMITED SITUATIONS WHERE WE MAY SHARE PERSONAL INFORMATION:

With your permission: We may share personal information when we have your permission. One example of this would be if you invite another user to access the Products on your account as an additional authorized user. Another example is if you sign up for programs offered by our partners (e.g., energy companies); if you do this, we may share certain information with the partner. This could include things like your

enrollment information and the activation status of your device. Similarly, when you connect third-party devices and services to your Heatworks Products, you are shown information about any proposed exchange of data. Your consent is required to allow these exchanges on your behalf and you can change your mind at any time. When you use third-party products and services integrated with the Heatworks Products, their own terms and privacy policies will govern your use of those products and services.

For external processing: We have vendors, service providers, and technicians who help with some of our processing and storage, including helping to answer your questions. They may also assist with monitoring our servers for technical problems. These technicians (as well as Heatworks employees) can access certain information about you or your account in line with this work but these technicians are not allowed to use this data for non-Heatworks purposes.

As part of business transitions: Upon the sale or transfer of the company and/or all or part of its assets, your personal information may be among the items sold or transferred. We will request a purchaser to treat our data under the privacy statement in place at the time of its collection.

For legal reasons: We may provide information to a third party if we believe in good faith that we are required to do so for legal reasons. For example, we may disclose information in response to legal process and we may disclose information in response to lawful requests by public authorities in the United States and other countries for the purposes of law enforcement and national security.

We may share non-personal information (for example, aggregated or anonymized customer data) publicly and with our partners. For example, we may publish trends about energy use in the home. This information may also be shared with other users to help them better understand their energy usage compared to others in the Heatworks community, raise awareness about safety issues, or help us generally improve our system. We may also share non-personal information with our partners, for example, if they are interested in providing demand-response services or other incentive programs. We take steps to keep this non-personal information from being associated with you and we require our partners to do the same.

If you select an outside party for the purchase, installation or service of your Heatworks device and share your personal information, we cannot control the collection, storage or sharing of information collected by that party. For example, if you buy a MODEL 3 Water Heater from a retailer, the retailer may collect personal information as part of the transaction. Or the party that installed the device may retain information that you provided to them to assist them in servicing the device if needed. Always check the privacy policies for any company that collects your personal information.

WHAT CHOICES DO I HAVE AND HOW CAN I DELETE MY PERSONAL INFORMATION?

Heatworks generally stores your personal information on Heatworks' servers until you delete or edit it, or for as long as you remain a Heatworks customer in order to provide you with Heatworks Products. In addition, Heatworks may store your personal information to resolve disputes, establish legal defenses, conduct audits, pursue legitimate business purposes, enforce our agreements and comply with applicable laws.

As described above, some information is processed and stored directly on the Heatworks device. Personal information from Heatworks devices is encrypted while it is being transmitted to Heatworks.

You can delete the information on the Heatworks device by resetting it to the defaults (using Reset in the Settings menu).

You can access, amend or delete your personal information from Heatworks' servers through the controls in your account. Heatworks customers can also request their Heatworks data by visiting <u>www.myheatworks.com</u>.

INDIVIDUAL RIGHTS IN THE EUROPEAN ECONOMIC AREA

If you are located in the European Economic Area, you may seek confirmation regarding whether Heatworks is processing personal information about you, request access to your personal information and ask that we correct, amend or delete your personal information. In addition, you may object to Heatworks' processing of your personal information at any time. However doing so may impact your use of the Products and Services.

If applicable law provides you the right to request access to, (receive) port, object to or restrict processing, seek rectification or request erasure of personal information held about you by Heatworks, you may do so, as applicable, through controls in the Heatworks application or by contacting Heatworks. To protect your privacy, Heatworks will endeavor to take commercially reasonable steps to verify your identity before granting access to or making any changes to your personal information.

HOW DOES HEATWORKS PROTECT MY PERSONAL INFORMATION WHEN IT IS TRANSFERRED INTERNATIONALLY?

When we transfer personal data from the European Economic Area and Switzerland to other countries, including to the United States, we use a variety of legal mechanisms to help ensure your data is appropriately protected. HeatworksTechnologies Inc. complies with the EU-US Privacy Shield Framework and the Swiss–US Privacy Shield Framework (the "Privacy Shield") regarding the collection, use, sharing, and retention of personal information from the European Economic Area and Switzerland to the United States, as described in our Privacy Shield certification. Heatworks adheres to the principles contained in the Privacy Shield (the "Principles").

Privacy Shield participants are subject to the investigatory and enforcement powers of the US Federal Trade Commission and other authorized statutory bodies. Under certain circumstances (i.e. personal data sharing under the Onward Transfer Principle with third parties for external processing on our behalf), participants like us may be liable for the transfer of personal information from the EU to third parties outside the EU. Learn more about Privacy Shield here.

We may share, as described in this Privacy Statement, information with our affiliates and subsidiaries, and third parties. We may disclose information in response to legal process and lawful requests by public authorities in the United States and other countries for the purposes of law enforcement and national security.

MINORS

Only individuals aged 18 and older are permitted to act as Owners of Heatworks Accounts. Authorized Users must be over the age of 13 (or equivalent minimum age in the jurisdiction where they reside) and may use the Products and Services under the supervision of a parent or legal guardian and only if they agree to be bound by these Terms on your behalf. Heatworks Products and Services do not knowingly collect or store any personal information from anyone under the age of 13.

CAN THE PRIVACY STATEMENT BE CHANGED?

Please note that this Privacy Statement may change from time to time. We will provide notice of any changes on the website or by contacting you.

HOW CAN I CONTACT HEATWORKS?

If you would like to access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information, contact our Privacy Compliance Officer at <u>info@heatworks.tech</u> or by mail at: **Heatworks, 2353 N Highway 17, Mount Pleasant, SC 29466**.