



Purchase Terms & Warranty

General

By purchasing the Eye Trax camera system the End User or Customer is in agreement to all terms located within this "Purchase Terms and Conditions" document.

These Terms and Conditions may not be altered, supplemented, or amended by the use of any other document(s). Any such attempt will be null and void unless otherwise agreed to in a written agreement signed by the End User and Eye Trax, Inc.

If any provision of the Terms and Conditions is held to be invalid by any law, rule, order or regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision of these conditions.

Billing/Payment

Eye Trax accepts credit cards, checks, ACH, and wire transfers¹.

Monthly Service Plan

Payments for the Monthly Service plan are billed in advance of the upcoming month of service and will commence fifteen (15) days after initial order of Product(s) and Service Plan(s). The Monthly Service plan includes the use of the User Interface, camera software, cloud storage, and cellular communications.

A ten percent (10%) discount is applied to advance payments of twelve (12) months).

Payment for monthly service shall be automatically debited from either the credit/debit card or checking account on file the fifteenth (15th) calendar day of each month of service for the following months service.

In the event that a credit card is not valid or does not allow charges, and the customer does not remedy the unpaid balance within ten business days (10), Eye Trax reserves the right to disconnect service, without prior notice. Unpaid balances plus a One Hundred Fifty Dollar and 00/100 (\$150.00) per line reconnection fee will be required to be paid in full, prior to the restoration of services.

Cameras may be required to be returned to Eye Trax prior to reconnection, at owner's expense.

Customer Initiated Suspension of Service

In the event a Customer wishes to temporarily suspend service, notice must be received in writing via posted mail or email no later than ten (10) business days prior to the next payment date. The written request must include the requested suspension date and duration of suspension. Customer Initiated Suspension of Service shall not exceed six (6) months.

During a Customer Initiated Suspension of Service, access to all recorded content up to the date of suspension shall be available for viewing on the Eye Trax website during the suspension period.

During the suspension period, the customer account shall accrue a twenty dollar and 00/100 (\$20.00) per line of service, per month fee, which shall be debited from the account on file prior to the restoration of service and/or upon the conclusion of the suspension period; this fee shall accumulate in arrears during the suspension period. In the event that the payment method on file is unable to debit funds, the unpaid balance shall incur a fifty-dollar and 00/100 (\$50.00) per line fee and, if uncollected, shall be remitted to a third party collection agency.

Cameras may be required to be returned to Eye Trax prior to reconnection, at owner's expense.

Customer Requested Termination of Service

In the event a monthly recurring customer requests a termination of service, the request must be received in writing via post or email, ten (10) business days prior to the next payment date. Upon receipt of notice of termination, all customer data shall be deleted from the Eye Trax website and monthly billing shall cease. A customer may reestablish service upon written notice to Eye Trax, paying a one hundred fifty dollar and 00/100 (\$150.00) reconnection fee, and at the customers cost, returning the camera back to Eye Trax for assessment and reconnection.

In the event of a disconnection of service for nonpayment or late payment, or any other breach of these Terms and Conditions, a one hundred fifty dollar and 00/100 (\$150.00) per line of service reconnection fee shall be applied to the outstanding balance, and shall be due and payable prior to the reconnection of services.

In the event of any failure to pay for service that extends beyond thirty days (30), all photo and video content stored in the Eye Trax database to be deleted.

To Voluntarily postpone service written notice by email (SALES@EYETRAX.NET) or regular mail is required to cancel service within ten (10) days of the end of the billing cycle. To reinstate service, written request will be required again.

Termination of Service

Written notice by email (SALES@EYETRAX.NET) or regular mail is required to cancel service within ten days (10) of the end of the billing cycle.

Prepaid Early Termination of Service

In the event of early termination of prepaid service occurring after the thirty day money back guarantee period, the End User shall forfeit the entire balance remaining of prepaid cellular and software services. In the event End User terminates service prior to the thirty first day of service, the End User shall receive twenty five percent (25%) of the prepaid balance for cellular and software services.

Security & Storage of Images

All video and images will be stored on Eye Trax's secured cloud database. The privacy of videos & images that are stored are protected by a username and password designated by the customer. Eye Trax shall bare no responsibility whatsoever for any videos or images stored on the Eye Trax database. To the exclusion of customers under voluntary suspension and/or termination, for which the retention of images is already discussed in these Terms and Conditions, customers image and video content shall be retained on the Eye Trax secured cloud database for one calendar year from the date which it was recorded; upon the anniversary of the image and/or video recording, the image and/or video shall be deleted.

Cellular Data Service

Eye Trax utilizes various coverage maps based on computerized, mathematical predictions of expected coverage provided by the cellular providers. Immediate low laying areas may have intermittent coverage due to the terrain. Actual coverage area may differ from that shown on coverage maps, and such things as weather, foliage, buildings, and other factors may affect coverage. Eye Trax does not guarantee coverage and coverage is subject to change. In buildings coverage will be adversely affected by wall thickness/material and locations within a building (i.e. basements and sub-terrain locations).

Eye Trax utilizes the cellular providers cellular coverage maps to determine the best SIM card provider for the User's camera deploy location and is not responsible to ship a camera back to the Eye Trax facility if a camera does not connect to the cellular network. If the User's camera fails to connect or needs a change in cellular provider, it is the responsibility of the User to ship the camera back to the Eye Trax facility.

Installation & Support

End User is responsible for installing the Eye Trax Unit in a suitable location for operation. It is the End User's responsibility to install and test the Eye Trax Unit per all local codes and requirements.

Tech Support (800) 594-4157

Applicable Law

Unless otherwise specified, venue and the choice of law for these Terms and Conditions shall be governed by the laws of the principal place of business of Eye Trax, Inc.

All intellectual property and other materials owned by Eye Trax, including but not limited to trademarks, patents, pending patents, embedded software, server software, and hardware, shall remain the exclusive property of Eye Trax, Inc.

Warranty

Eye Trax, Inc warrants the Product to be free from malfunctions and defects in both materials and workmanship for twelve (12) months from the date of purchase ("Warranty Period"). Eye Trax will repair or replace, at its option, the Product if it fails to function properly during the Warranty Period, subject to the conditions and/or limitations stated herein. Such repair or replacement is your sole remedy under this Warranty. The cost of shipping both to and from Eye Trax's principal place of business for all warranty repair(s) shall be the cost of the End User.

Removing the lock out tab from rear latch of the Camera Housing will automatically void warranty.

¹ Wire transfers for equipment purchases only

This Limited Warranty does not cover the following:

- (1) any defect in or damage to the Product that occurs due to mishandling of the Product;
- (2) any defect in or damage to the Product that occurs due to repair, modification, or other similar activity after your purchase of the Product;
- (3) any defect in or damage to the Product that occurs due to the transport, dropping, shock, or other similar activity after your purchase of the Product;
- (4) any defect in or damage to the Product that occurs due to careless or improper storage, or improper use or maintenance of the Product;
- (5) any defect in or damage to the Product that occurs due to foreign objects such as dirt or grime, sand, water or liquids entering the inside of the Product; and
- (6) change in cellular service by provider or inability for Product to connect to a cellular tower.

Warranty service will not be provided unless the Product is returned in the manner set forth below and is accompanied by a copy of your original dated sales receipt. Eye Trax reserves the right to require you to provide your original dated sales receipt. The End User is responsible for shipping the Product back to the Eye Trax facility on all Warranty claims. Eye Trax will not supply the User with an additional Camera or Product during a warranty inspection claim. The Product must be shipping in the packaging materials, which it was received in.

Eye Trax will inspect the Product and the contact User by email within seventy- (72) hours to give the results of our inspection. There is no charge for inspection. However, if the warranty described above in paragraph does not cover the damage (i.e., the damage occurred as a result of misuse of the Product), Eye Trax will undertake to repair damaged Products that are repairable, as determined in Eye Trax's discretion, provided that Eye Trax will charge you \$75/hr plus cost of material. Such repair and all shipping costs shall be invoiced direct to the User. Eye Trax requires payment in full prior to releasing any Product back to the User. If it is determined that the Product is not repairable, Eye Trax will ship the Product back to the User, and User will pay for shipping costs. If during the inspection process if Eye Trax identifies a Warranty defect, the Product will be fixed, fully inspected, and shipped back to the User at not additional cost.

Extended Warranty

An extended warranty may be purchased for each line of service at the time of order or within thirty days (30) after the receipt of equipment for Three Hundred Dollars and 00/100 (\$300.00) per year. Terms and Conditions of the Extended Warranty are covered in supplementary documentation, which may be delivered upon request or via the website at WWW.EYETRAX.COM.

Limited Liability

The End User agrees that the use or intent of Eye Trax is at the End User's sole risk. Under no circumstances, including negligence, shall Eye Trax, Inc, its officers, agents or anyone else involved in creating, producing, or distributing the System be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the System; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God or nature, communication failure, theft, destruction or unauthorized access to records, programs or services. Notwithstanding the above, End User's exclusive remedies for all damages, losses and causes of actions whether in agreement, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which End User paid for the Product (excluding cellular service) during the term of these Terms and Conditions.

Neither Eye Trax, Inc, its employees, affiliates, agents, third party information providers, merchants, licensors, or the like, warrant that the system service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the System.

Lawful Purpose

The End User may only use Eye Trax for lawful purposes. Use of any material in violation of any federal, state or local law is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets.

Indemnification

The End User agrees to indemnify Eye Trax, Inc against liability for any and all use of the Eye Trax system. The End User also agrees to defend, indemnify, save and hold Eye Trax, Inc harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, asserted against Eye Trax, Inc, its agents, its clients, servants, officers, and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by End User, its agents, employees, or assigns.

The End User also agrees to defend, indemnify and hold harmless Eye Trax, Inc against liabilities arising out of (i) any injury to person or property caused by any products sold or otherwise distributed by End User in connection with the use of the System; (ii) any material supplied by End User infringing or allegedly infringing on the proprietary rights of a third party; (iii) copyright infringement and (iv) any defective product which End User sold in conjunction with using the System.

30 Day Money Back Return Policy

If the End User has not purchased the products or services via credit and, is not satisfied with the Eye Trax service and/or products, the system can be returned for a full reimbursement (less the cost of shipping and used software/cellular/satellite service) provided that there is no damage to the unit upon arrival at the Eye Trax office. For cameras returned within this time period, baring rejected requests for damaged units, the purchase price and only the purchase price will be reimbursed with sixty (60) days of receipt of camera(s). Any customer wishing to return a camera for an equipment refund must first download from the Eye Trax website and/or request via email a Returned Merchandise Authorization form ("RMA"). A fully completed RMA must accompany any and all equipment (in each box of returned equipment) within the thirty day money back period or the request will be deemed invalid and denied for lack of documentation and/or returned outside the 30 day warranty period, as the case may be inclusively or independently. If the equipment is received in the 30 day money back period and an RMA is not in each box, the refund shall only be calculated for the equipment which was packaged correctly with an RMA. RMA forms may be requested from SALES@EYETRAX.NET.

Cameras are to be returned to:

Eye Trax, Inc.
c/o Customer Service
4200 Performance Rd
Charlotte, NC 28214

Limited Use of Products

Customer agrees to the lawful, strict, and implicit use of the product(s) for the purpose, which they are so designed, and shall, under no circumstance, take any action, be it direct or indirect, to reverse engineer, ascertain the functionality, or otherwise engage in any activity that would undermine the commercial profitability of the products in the marketplace. Damages for any such undertaking would be extraordinary and shall be determined by a court of competent jurisdiction, in North Carolina, county of Mecklenburg.

Unconditional Acceptance and Future Modification(s)

The End User does hereby unconditionally accept the Terms and Conditions of Service and understands and unconditionally accepts that Eye Trax reserves the right to amend and modify the Terms and Conditions of Service at any time, by providing the End User with thirty days (30) notice of such a change. This unconditional acceptance shall include increases in monthly service charges.

For customers who purchased products and services via credit issued by Eye Trax to the customer, as result of customer completing the credit application, agreeing to undergo credit review, and subsequently being issued credit. The customer agrees to pay interest at the rate of 18% per annum or the highest rate allowed by law on any balance, which is not paid within the agreed upon terms; for purposes of calculating interest, the invoice date shall be the commencement date for accruing interest, penalties, and fees. **PRODUCTS AND SERVICES PURCHASED ON CREDIT ARE NOT ELIGIBLE FOR THE 30-DAY MONEY BACK GUARANTEE.** Should a customer's account fall into a default status requiring Eye Trax to seek outside assistance to collect the balance owed. The customer agrees to pay all expenses incurred through the full collection of the balance owed including collection agency fees, attorney fees, court costs, and interest as specified herein as governed by the laws of the state and local municipalities, for which, North Carolina, Mecklenburg County shall be the jurisdiction and venue.