



A. Terms of Service

1. Acceptance of Terms: EyeSpyPro.com, Inc. provides the EyeSpyPro.com Hosted Video Recorder (HVR) Service subject to the terms and conditions set forth in these Terms of Service. By completing the registration process, the Customer agrees to be bound by all of the terms and conditions of the Terms of Service.

IF YOU DO NOT ACCEPT THESE TERMS, PLEASE NOTIFY US IMMEDIATELY, AND WE WILL CANCEL YOUR SUBSCRIPTION. IF YOU DO NOT CANCEL YOUR SUBSCRIPTION WITHIN TWO (2) BUSINESS DAYS, IT WILL MEAN THAT YOU AGREE TO THESE TERMS, WHICH WILL BE LEGALLY BINDING ON YOU.

2. Changes and Modifications: The EyeSpyPro.com HVR Service and the applicable laws, rules, and regulations change frequently. Accordingly, EyeSpyPro.com, Inc. reserves the right at any time and at its sole discretion to change and modify any terms and conditions contained in these Terms of Service, as well as to change or modify any addendum, policy, or guideline incorporated by reference. EyeSpyPro.com, Inc. also reserves the right to determine whether and when any such changes apply to both existing and future Customers. Any changes or modifications will be effective upon posting of the revisions on our website. The Customer's continued use of the Service after EyeSpyPro.com, Inc.'s posting of any revisions will constitute acceptance of such changes or modifications. You should frequently review the terms and policies to understand the terms that apply to your use of the Service and/or use of the website.

In the event of any potential conflict between these Terms and the terms of any other offer for the Service, these Terms will govern.

B. Use of the Service

1. EyeSpyPro.com Subscriber Service: You are required to provide your own broadband internet connection to access the EyeSpyPro.com HVR Service. Your Account entitles you to view the Service on one single internet-enabled device at one time. If you have multiple Guest Accounts, you are eligible to receive an additional login (username/password) for each such eligible Guest Account outlined in your Subscription. You should not provide your username and password to any third party, and you have the obligation to protect your username and password from unauthorized use.

2. Access to Password Protected / Secured Areas: Access to and use of password protected and/or secure areas of the Site is restricted to authorized users only. Unauthorized access to such areas is prohibited and may lead to criminal prosecution.

3. The Customer's Conduct and Use: The Customer is solely responsible for the contents of his/her usage of the Service. The Customer's use of the Service is subject to all applicable local, state, national, and international laws and regulations. The Customer agrees:

- (1) not to use the Service for illegal or unlawful purposes,
- (2) not to cause loss or create service degradation for other users whether intentional or inadvertent
- (3) not to misrepresent EyeSpyPro.com or the Service and
- (4) to comply with all regulations, policies and procedures of networks connected to the Service.

EyeSpyPro.com's HVR Service makes use of the Internet's DNS protocol; therefore, the Customer's conduct is subject to Internet regulations, policies, and procedures.

4. Eligibility for Use of Service: You must be at least 18 years old, or the age of majority, as determined by the laws of your state of residency, to assume the obligations set forth in these Terms.

5. Safety and Parental Control: It is your responsibility to exercise discretion and observe all safety measures required by law and your own common sense. We assume no responsibility for accidents resulting from or associated with use of the Service. We are not responsible for content that you or anyone else may find inappropriate.

6. Hardware: You may access and use the Service only with equipment capable of and authorized to use the Service. However, we do not manufacture or install any of the cameras ("Cameras") or related equipment ("Equipment") required to use the Service. You must purchase your Cameras and Equipment (and any repairs, parts, installation or service) from an authorized reseller or manufacturer. The Cameras and/or Equipment will be subject to the applicable seller's or manufacturer's return policy and the manufacturer's warranty, if any. We are not liable for any damage to your personal or real property, including without limitation, your vehicle, home or other property, resulting from installation or use of any Cameras or Equipment. We are not responsible for the advertising, statements, practices, promises or services of sellers or manufacturers of Equipment or Cameras. You should consult your seller or sellers' website for important information regarding warranties related to Cameras and Equipment. If you have any complaints about your Cameras, Equipment or installation, you should direct them to the seller, manufacturer, or installer.

7. Multiple Cameras/Extra Equipment: Your Subscription to the EyeSpyPro.com HVR Service is tied to the Cameras and/or Equipment (collectively called "Devices") that you have registered under your Account. If you want to have multiple Devices on one Account, you must purchase a separate subscription or add-on package for each Device. All of your subscriptions and add-ons are combined under a single Account. The Service Level that you choose (Basic, Standard, or Professional) governs all of the Devices associated with your Account. Add-on Packages for Extra Guest Accounts are aggregative and are effective for the entire Account.

8. Loss of Equipment: Because your Subscription is tied to your particular Devices, if a Device is lost, stolen, sold or otherwise transferred then you must cancel or suspend either your Subscription or the relevant Add-on Package. Otherwise, you remain responsible for the payment obligations for your Account on the Service under the terms of your Subscription, regardless of your use or non-use of the Service.

9. Security: Data transmitted between the EyeSpyPro.com servers and the Cameras (and other Equipment) is encrypted for the user's protection. However, the security of information transmitted through the Internet can never be guaranteed. EyeSpyPro.com, Inc. is not responsible for any interception or interruption of any communications through the Internet or for changes to or losses of data. User is responsible for maintaining the security of any password, user ID, or other form of authentication involved in obtaining access to password protected or secure areas of EyeSpyPro.com, Inc. sites. In order to protect you and your data, EyeSpyPro.com, Inc. may suspend your use of a client site, without prior notice, pending an investigation, if any breach of security is suspected.

C. Intellectual Property

1. Technology: You may not, and you agree that you shall not, copy, decompile, disassemble, reverse engineer or manipulate any technology incorporated in the Service, or otherwise modify or tamper with, any Devices required to use the Service.

2. Trademarks and Copyrights: "EyeSpyPro.com, Inc.", the EyeSpyPro.com, as well as "EyeSpyPro.com HVR" and "HVR" are trademarks, service marks, or registered marks ("Marks") of EyeSpyPro.com, Inc. and are protected by copyright, trademark, and/or other intellectual property laws. Other trademarks, service marks, graphics, logos and domain names appearing on the Service or the website may be the trademarks of third parties and are thus protected by copyright, trademark, or other intellectual property laws. Neither your access to and use of the Service or Website nor these Terms grant you any right, title or interest, or license to reproduce or otherwise use the Marks or any third-party trademarks, service marks, graphics, logos or domain names for any purpose including, but not limited to use as "hot links" or meta tags in other pages or sites on the World Wide Web without the written permission of EyeSpyPro.com, Inc. or such third party that may own the Mark. Any goodwill in the Marks generated as a result of your use of the Service will inure to our benefit. You shall not at any time, nor shall you assist others to, challenge our right, title, or interest in or to, or the validity of, the Marks or any other intellectual property rights of EyeSpyPro.com, Inc.

All right, title and interest in and to the EyeSpyPro.com marks shall at all times remain with EyeSpyPro.com, Inc.

D. Disclaimers

1. Service Interruptions: Service may be unavailable or interrupted from time to time for a variety of reasons, such as environmental or topographic conditions and other things, many of which we cannot control. Service might also not be available in certain places. We are not responsible for any interruptions of the Service.

2. Limitations of Liability and Warranty: CUSTOMER AGREES THAT USE OF THE SERVICE IS ENTIRELY AT CUSTOMER'S OWN RISK. EYESPYPRO.COM, INC.'S SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY FOR INFORMATION, SERVICES, UNINTERRUPTED ACCESS, OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE SERVICE, INCLUDING

WITHOUT LIMITATION THE RESULTS OBTAINED THROUGH THE SERVICE. WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING THE SERVICE OR YOUR CAMERA OR OTHER EQUIPMENT OR THAT YOUR ACCESS TO OR YOUR USE OF THE SERVICE OR WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY DISCLAIMED.

THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT EYESPYPRO.COM, INC. IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER CUSTOMERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH CUSTOMER.

EYESPYPRO.COM, INC. SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED BY YOU (INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF USE OF THE SERVICE OR INABILITY TO GAIN ACCESS TO OR USE THE SERVICE OR OUT OF ANY BREACH OF ANY WARRANTY. CUSTOMER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THE SERVICE. CUSTOMER AGREES THAT EYESPYPRO.COM, INC. WILL NOT BE LIABLE FOR ANY LOSS OF OR USE OF CUSTOMER'S DNS NAME, OR FOR INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE.

WE ARE NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES RELATING TO THE USE OR PURCHASE OF ANY CAMERA OR EQUIPMENT OR THE SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT WILL THE AGGREGATE LIABILITY FOR ANY AND ALL OF YOUR CLAIMS AGAINST US AND OUR CONTRACTORS AND LICENSORS ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR ACCESS TO OR USE OF THE SERVICE OR WEBSITE EXCEED \$150. YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK.

3. Your Risk: YOU AGREE THAT YOUR ACCESS TO AND USE OF, OR INABILITY TO ACCESS OR USE THE SERVICE OR THE WEBSITE IS AT YOUR SOLE RISK. YOU WILL NOT HOLD US OR OUR CONTRACTORS OR LICENSORS, AS APPLICABLE, RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM YOUR ACCESS TO OR

USE OF THE SERVICE OR WEBSITE, INCLUDING WITHOUT LIMITATION ANY DAMAGE TO ANY OF YOUR COMPUTERS OR DATA. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY PERSON SHALL CREATE A WARRANTY OR GUARANTEE IN ANY WAY WHATSOEVER RELATING TO THE SERVICE OR WEBSITE.

4. Third Parties: THE THIRD PARTY LINKS, SERVICES, GOODS, RESOURCES AND CONTENT AVAILABLE ON THE SERVICE AND THE WEBSITE ARE NOT CONTROLLED BY US. ACCORDINGLY, WE MAKE NO WARRANTIES REGARDING SUCH THIRD-PARTY SERVICES, GOODS, RESOURCES, AND CONTENT, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT. WE WILL NOT BE LIABLE FOR YOUR ACCESS TO, USE OF OR DOWNLOADING OF CONTENT AVAILABLE ON OR THROUGH, THE SERVICE OR WEBSITE.

5. State Law: SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR THE LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, WAIVERS AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

6. Miscellaneous: UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. OUR LICENSORS AND CONTRACTORS ARE INTENDED THIRD-PARTY BENEFICIARIES OF THESE DISCLAIMERS.

7. Indemnification: The Customer agrees to indemnify and hold EyeSpyPro.com, Inc. harmless from all disputes, losses, claims, damages, liability, cost and expenses, including reasonable attorney fees and court costs, related to the Customer's breach of the Terms of Service or to any information, software or other content placed on the EyeSpyPro.com Service by the Customer.

8. Applicable Law: These Terms of Service shall be deemed performed in and governed by the laws of the State of Illinois, and the applicable laws of the United States of America, without reference to conflicts of laws principles.

E. Cancellation

1. Service Cancellation: We reserve the right to cancel your Subscription at any time if you fail to pay amounts owed to us when due, or otherwise violate or breach any of these Terms, or for any other reason in our sole discretion. If your Subscription is cancelled, you will still be responsible for payment of all outstanding balances accrued through the cancellation date, including any fees described herein.

2. Service Termination: The Customer and EyeSpyPro.com, Inc. have the right to terminate access to the Service at any time and for any reason without prior notice. EyeSpyPro.com, Inc. reserves the right, at its sole discretion, to immediately terminate the Service without notice if the Customer's conduct:

- (1) fails to conform with the terms and conditions of these Terms of Service, including the rules

regarding Customer conduct and use.

- (2) is harmful to EyeSpyPro.com, Inc.'s business.
- (3) fails to conform with other policies or guidelines that EyeSpyPro.com, Inc. has posted on any EyeSpyPro.com website or service offering.

F. Payment and Fees

In return for receiving the Service, you agree to pay us as follows:

1. Subscription Fee: You must pay in advance by credit card.

2. Automatic Renewal: Your Subscription will automatically renew at the end of the Subscription Term unless you choose to cancel prior to that renewal. Such renewal will be effected on a month-to month basis. Your account will automatically be charged (or you will be billed, as applicable) at the rates in effect at the time of renewal.

3. Changes in Fees: Our fees and other charges are subject to change without prior notice.

4. Change of Address or Account Information: You must notify Customer Care immediately of any change in your name, billing address, service address, email address, telephone number, credit card, or other account information.

5. Statements: Billing statements will be provided only upon request. If you would like to receive a statement for a particular period, please contact Customer Care. Please include the name and service address on your account in your letter. Statements will show: (1) payments, credits, purchases and any other charges to your account, (2) your account balance, and (3) the payment due date.

6. Payments: All payments must be made in U.S. dollars. Your outstanding balance is due in full each payment period. Undisputed portions of your account must be paid by the due date to avoid a late fee and possible deactivation of the Service. We may, in our discretion, accept partial payments, which will be applied to the oldest outstanding charges on your account. If you are delinquent in any payment to us, we reserve the right to suspend or terminate your Subscription, and deactivate your Devices immediately and report any late payment or non-payment to credit reporting agencies.

7. Taxes: You are responsible for all taxes or other government fees and charges, if any, which are assessed based on the Service Address on your account. We will only charge sales tax in California.

8. Administrative Fees: We will charge you one or more of the following fees, all of which are subject to change without notice:

- **Activation Fee:** There is a one-time fee to activate or reactivate each Device on a EyeSpyPro.com Subscriber Service Account. The activation fee is currently \$15.00 per Device.
- **Cancellation Fee:** You will be charged a cancellation fee if you cancel Subscription during the first term of service. The cancellation fee is currently \$100.00 for a 1-year subscription and \$200.00 during the first year of a 2-year subscription.

- **Transfer Fee:** If you transfer a Device from one Account to another you will be charged a transfer fee. The transfer fee is currently \$100.00.
- **Late Fee:** If we do not receive your payment by the billing due date, we will charge you a late fee until the delinquent amount is paid in full. We do not extend credit to Customers and this late fee is not an interest charge. The late fee is currently \$20.00 per month.

We reserve the right to waive any of these fees, in whole or in part, at our discretion. Our failure to enforce any of these fees or any other provisions of these Terms shall not be construed as a waiver of the right to assert any such Terms on any future occasion.

9. Customer Care: If you have a question about your Service, Account, Subscription, fees, charges or bill, or if you would like to change or reactivate your Subscription, please contact us at info@eyespypro.com or call 877-339-3779.

If you wish to dispute any charge, you must contact us by email or phone within 90 days after the due date of the payment in question. OTHERWISE YOU WAIVE YOUR RIGHT TO DISPUTE THE CHARGE.

G. Cancellation

The term of your Subscription will automatically renew on a month-to-month basis until you cancel the Service.

1. Cancellation: You may cancel your Subscription at any time by notifying us. Your cancellation will become effective on your next subscription billing date. A cancellation fee may apply.

2. Service Credits: Service credits will not be refunded in cash, but will be honored in the form of service for the remaining length of the credit. Unused service credits will expire upon termination of your Subscription, and may not be transferred to another person or Subscription.

H. Disputes

In order to expedite and control the cost of disputes, you agree that any legal or equitable claim relating to the Service, the Website, your Subscription or these Terms (a "Claim"), will be resolved as follows:

1. Informal Claim Resolution: To initiate an informal resolution to a Claim, you may send a notice by first class United States mail to the seller.

2. Formal Resolution: If we cannot resolve a Claim informally within 90 days of receipt of your notice, any Claim either of us asserts will be resolved through judicial action in the state and federal courts located in Chicago, Illinois. The parties hereby stipulate to and agree to waive any objection to the personal jurisdiction and venue of such courts. Disputes brought by you or us against the other under these Terms, or otherwise, may not be joined or consolidated with disputes brought by or against any third party, unless agreed to in writing by all parties.

3. Applicable Law: The rules and regulations of the applicable federal laws, and the State of Illinois shall govern the interpretation and enforcement of these Terms. These Terms are subject to modification if required by such laws.

4. Attorney's Fees: If we take legal action against you in connection with any actual or suspected breach of these Terms, including failure to pay, we will be entitled to recover from you as part of such legal action, and you agree to pay, our reasonable costs and attorneys' fees incurred as a result of such legal action.

I. Miscellaneous

1. Notices: Notices to you will be deemed given when deposited in the mail or when sent by email. Notices may be included in statements or other communications to you. We may also provide notice to you by telephone, which will be deemed given when a message is left with you, someone answering the telephone at your residence or on an answering machine or voice mail system at your phone number on record with us. Your notices to us will be deemed given when we receive them in writing.

2. Assignment of Account: We may assign your account and all rights and/or obligations hereunder to any third party without notice for any purpose, including, without limitation, collection of unpaid amounts, in the event of an acquisition, corporate reorganization, merger or sale of substantially all of our assets to another entity. You hereby consent to such assignment. You must continue making all required payments to us in accordance with your billing statement, unless notified otherwise.

3. Full Agreement: These Terms constitutes the entire agreement between us concerning your access to and use of the Service or Website and may be modified by the unilateral amendment of these Terms and the posting by us of such amended version. No salesperson or other representative is authorized to change it for you. If any provision is declared by a competent authority to be invalid, that provision will be deleted or modified to the extent necessary and the rest of these Terms will remain enforceable. Any specific Terms that expressly or by their nature survive termination shall continue thereafter until fully performed. A waiver of any of these Terms or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.