

Terms of Use

Last Modified: [June 30, 2022]

Acceptance of the Terms of Use

These terms of use are entered into by and between You and IVIS Security, Inc., a Delaware corporation ("**Company**," "**we**," or "**us**"). The following terms and conditions, together with any documents they expressly incorporate, govern your access to and use of client.ivisecurity.com, including any content, functionality, and services offered on or through client.ivisecurity.com, (the "**Website**"), whether as a guest or a registered user.

PLEASE READ THE TERMS OF USE CAREFULLY BEFORE YOU START TO USE THE WEBSITE. **By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use. IF YOU DO NOT WANT TO AGREE TO THESE TERMS OF USE, YOU MUST NOT ACCESS OR USE THE WEBSITE.**

If you're agreeing to these Terms of Use on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms of Use on that organization or entity's behalf and bind them to these Terms of Use.

This Website is offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you are of legal age to form a binding contract with Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

Changes to the Terms of Use and the Services and Products

We may revise and update these Terms of Use from time to time in our sole discretion. If we make changes to these Terms of Use that we consider material, we will make reasonable efforts to notify you by placing a notice on the Website, notifying you through the services we provide you, by sending you an email, or by some other means. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out below will not apply to any disputes for which the parties have actual notice before the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time each time you access this Website so you are aware of any changes, as they are binding on you.

We may suspend or discontinue any part of the services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the products or services. Similarly, we reserve the right to remove any content from the services at any time, for any reason, in our sole discretion, and without notice. We may change any aspect of the products

or services, including, without limitation, the applicable fees and/or features related to the products or services, at any time and for any reason in our sole discretion.

We are also free to terminate (or suspend access to) your use of the services or your account, for any reason in our discretion, including your breach of these Terms of Use. We have the sole right to decide whether you are in violation of any of the restrictions set forth in this Agreement.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

All right, title and interest in the services and content provided through the products and services (including without limitation information, documents, logos, graphics, designs and images) are owned by Company, its licensors, or designated third parties. Subject to these Terms of Use, Company grants you a limited, non-transferable, non-exclusive right to access and make commercial and non-personal use of the products and services. For the avoidance of doubt, businesses may purchase products and use the services for their own internal, lawful business purposes (such as using products on their business premises or enabling tenants to use the products); however, this license does not include any right to resell products or services, or otherwise make the products or services available for third parties.

Privacy and other laws applicable in your jurisdiction may impose certain responsibilities on you and your use of the products and services. You agree that it is your responsibility, and not the responsibility of Company, to ensure that you comply with any applicable laws when you use the products and Services, including but not limited to:

(1) any laws or regulations relating to the recording or sharing of video or audio content, (2) any laws or regulations requiring that notice be given to or that consent be obtained from third parties with respect to your use of the products or services (for example, laws or regulations requiring you to display appropriate signage advising others that audio/visual recording is

taking place), and/or (3) any laws or regulations requiring (a) that installation of any product which takes visual and/or audio recordings be installed at such an angle that it does not take any recordings beyond the boundary of your property (including public pavements or roads); and (b) that you comply with laws governing the monitoring of employees.

If your use of the services or any products is prohibited by applicable laws, then you aren't authorized to use the services or products. Company cannot and will not be responsible for your using the services or any products in a way that breaks the law.

You (and any of your employees, contractors or other third parties you authorize) may be required to sign up for an account, and select a password and user name ("User ID"). You agree to provide us with accurate, complete, and updated registration information about yourself. You may not select as your User ID a name that you don't have the right to use, or another person's name with the intent to impersonate that person. Also, you will not share your account or password with anyone, and you must protect the security of your account and your password. You're responsible for any activity associated with your account.

You represent, warrant, and agree that you will not capture or contribute any content (as defined below) or otherwise use the services or products or interact with the services or products in a manner that:

- Infringes or violates the intellectual property rights or any other rights of anyone else (including us);
- Violates any law, ordinance, or regulation, including privacy and other laws referenced above and any applicable export control laws;
- Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- Jeopardizes the security of your account with us or anyone else's (such as allowing someone else to log in to the services as you);
- Attempts, in any manner, to obtain the password, account, or other security information from any other user;
- Violates the security of any computer network, or cracks any passwords or security encryption codes;
- Runs Mail list, Listserv, any form of auto-responder or "spam" on the services, or any processes that run or are activated while you are not logged into the services, or that otherwise interfere with the proper working of the services (including by placing an unreasonable load on the services' infrastructure);
- "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the services or Content (through use of manual or automated means); or
- Copies or stores any significant portion of the content, except as permitted through intended use of a product or service feature.

Comment [VW1]: Clients and their employees may have access to the portal. We should include some language regarding their employees' potentially unlawful use of the portal.

Comment [MR2]: See if this new language works.

A violation of any of the foregoing is grounds for termination of your right to use or access the products and services.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Products Facilitating Access to Property

Some products facilitate access to a property. If you are installing one of these products at a property owned, operated or managed by a third party or where other individuals live, work or are otherwise present (collectively, “Other Parties”), you represent and warrant to us that you have notified those Other Parties, to the extent required by law, and obtained all necessary approvals, permissions, consents and authorizations, if and as required from such Other Parties, for installation and operation of the product at the installation location, use of the product to facilitate individuals (including, for example, delivery drivers) to have unaccompanied access to the location for deliveries to you and others, and removal of the product.

You further represent and warrant to us that the location where the product is installed is safe for individuals who access the property, including those who access by using the product, and that the installation of the product at that location will not disrupt or negatively affect any other systems, locks, or other protections or infrastructure of the property.

Intellectual Property Rights

The Website and its entire contents (with the sole exception of the “Content”, as defined below), features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your commercial, non-personal use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-

Comment [WV3]: I’m not entirely sure what you’re

ring to here. Could you elaborate?

Comment [MR4]: My thinking here was for products that you may offer like keypads or key code door locks. If these types of products won’t be offered, I can remove this section.

commercial use, provided you agree to be bound by our end user license agreement for such applications.

- If we provide *social media features* with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: support@ivisecurity.com

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Content

You are solely responsible for all of your Content (including Content you share with us or third parties). "Content" means all audio, video, images, text, or other types of content captured by products or provided to us (including content posted by you) in connection with the services.

You represent and warrant that:

(a) you own the intellectual property rights in Content posted by you or otherwise have the right to post the Content and grant the license set forth below, and (b) the posting and use of your Content on or through the services does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person.

You hereby grant Company and its licensees an unlimited, irrevocable, fee free and royalty-free, perpetual, worldwide right to use, distribute, store, delete, translate, copy, modify, display, and create derivative works from such Content that you share through services including, without limitation, any current or future features or applications or via a share link, for any purpose and in any media format. You shall not use, reproduce, modify, upload, publish, transmit, distribute, display, or otherwise exploit for any purposes whatsoever any Content: (i) not owned by you without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right. Company reserves the right, but shall not be obligated, to remove any Content from the services at any time in its sole and absolute discretion. You agree that you will indemnify and hold harmless Company for all claims and resulting from Content you share through services, including, without limitation, any current or future feature or application. If you see Content that you believe violates these Terms of Use, please flag it in the mobile application or report it to us by emailing support@ivisecurity.com

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.

- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

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connection with such product or service. These Terms of Use apply to your use of all the products and services, including software that may be downloaded to your smartphone or tablet to access the services (the "Application"). The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the products and services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms of Use as they are applicable to the products and services. You will only use the Application in connection with a device that you own or control. You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.

Software Updates

From time to time, we may develop updates, upgrades, patches and other modifications to improve the performance of the services and/or the products or for other reasons in our sole discretion ("Updates"). You agree that we may automatically install such Updates without providing any additional notice to you or receiving any additional consent from you.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send emails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

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THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's

content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas, in each case located in the City of Odessa and County of Ector. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At Company's sole discretion, it may require You to submit any disputes arising from these Terms of Use or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying California law. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use constitute the sole and entire agreement between you and Company regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

Your Comments and Concerns

This Website is operated by Company.

All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: support@ivisecurity.com