

# Purchase Terms & Warranty

## Purchase Terms

By purchasing/leasing the SiteCams 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 SiteCams, LLC.

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

SiteCams accepts credit cards, checks, and ACH bank wire transfers.

## Monthly Service Plan

Payments for the Monthly Service plan are billed in advance of the upcoming month of service and will commence upon shipment of the 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.

Payment for monthly service shall be automatically debited from either the credit/debit card or checking account on file monthly 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), SiteCams 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 SiteCams prior to reconnection, at owner's expense.

## Security & Storage of Images

All video and images will be stored on SiteCams' secure cloud database or on device. The privacy of videos & images that are stored are protected by a username and password(that is configurable per customer). SiteCams shall bare no responsibility whatsoever for any videos or images stored on the SiteCams database or devices. 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, customer's image and video content shall be retained on the SiteCams secure cloud database or devices.

Images stored in the SiteCams cloud database will be available for download periodically. Typically after 90 days. Client will be given the opportunity to save that data or let it expire. SiteCams does not guarantee the retention of images beyond that. Each device records video locally and that video overwrites itself when it is full. We expect up to 7 days of recording to be available at any given time from the date on which it was recorded.

SiteCams can not guarantee the image quality or availability.

## Cellular Data Service

SiteCams utilizes various coverage maps based on computerized, mathematical predictions of expected coverage provided by the cellular providers. Immediate low lying areas may have intermittent coverage due to the terrain. The actual coverage area may differ from that shown on coverage maps, and such things as weather, foliage, buildings, and other factors may affect coverage.

SiteCams 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).

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

## Customer Initiated Suspension or Termination 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 the suspension. Customer Initiated Suspension of Service shall not exceed two (2) months.

During a Customer Initiated Suspension of Service, access to download all recorded content up to the date of suspension can be made available for viewing or download.

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

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, monthly billing shall cease.

#### Customer Requested Termination of Service

In the event of 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 SiteCams database will be deleted.

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

#### Termination of Service

Written notice by email (info@SiteCams.com) 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, each line of service disconnected shall receive twenty-five percent (25%) of the remaining prepaid balance as a refund within sixty days (60) of the date of termination.

## 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 SiteCams 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 SiteCams office.

For cameras returned within this time period, barring rejected requests for damaged units, the purchase price and only the purchase price will be reimbursed within sixty (60) days of receipt of camera(s).

Any customers wishing to return a camera must first 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 info@SiteCams.com.

Cameras are to be returned to:  
SiteCams, LLC.  
7500 W Hwy 71, Ste 100, Austin, TX 78735

## Installation & Support

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

Tech Support (512) 518-0038

## 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 SiteCams, LLC.

## Intellectual Property

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

Under no circumstances without direct guidance from SiteCams technical support is an End User to open the SiteCam or attempt to connect to or change any internal components or configurations.

## Warranty

SiteCams, LLC 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"). SiteCams 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 SiteCams's principal place of business for all warranty repair(s) shall be the cost of the End User.

Removing any tamper tape on the Camera Housing or opening the housing in any way will automatically void the warranty.

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 lease 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 lease 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. The End User is responsible for shipping the Product back to the SiteCams facility on all Warranty claims. The Product must be shipped in the packaging materials, which it was received in.

SiteCams will inspect the Product and the contact User by email within seventy- two (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), SiteCams will undertake to repair damaged Products that are repairable, as determined in SiteCams's discretion, provided that SiteCams will charge you \$75/hr plus cost of material. Such repair and all shipping costs shall be invoiced directly to the User. SiteCams requires payment in full prior to releasing any Product back to the User. If during the inspection process SiteCams identifies a Warranty defect, the Product will be fixed, fully inspected, and shipped back to the User at no additional cost.

## Limited Liability & Lawful Purpose

The End User agrees that the use or intent of SiteCams is at the End User's sole risk. Under no circumstances, including negligence, shall SiteCams, LLC, 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 SiteCams, LLC, 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.

The End User may only use SiteCams 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.

The End User is responsible for ensuring the installation is completed in accordance with local laws and building regulations pertaining to electrical power as well as security licensing as required for cameras with recording capabilities.

## 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 SiteCams reserves the right to amend and modify the Terms and Conditions of Service at any time, by providing the End User within 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 SiteCams to the customer, as a 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 SiteCams 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, Texas, Travis County shall be the jurisdiction and venue.

## Indemnification

The End User agrees to indemnify SiteCams, LLC against liability for any and all use of the SiteCams system. The End User also agrees to defend, indemnify, save and hold SiteCams, LLC harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, asserted against SiteCams, LLC, 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 SiteCams, LLC 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.

## 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 circumstances, 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 Texas, county of Travis.

## Agree to Marketing Use

Customer agrees to allow SiteCams LLC the use of all feedback, pictures and videos attained either through the site images or of the install in marketing campaign as well as for training purposes. This includes in publications, news releases, online, and in other communications related to marketing, sales and training.