

Purchase Terms

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, and ACH bank wire transfers.

Monthly Service Plan

Payments for the Monthly Service Plan are controlled on the web based User Interface. Starting and stopping the monthly service is up to the discretion of the End User. The Monthly Service Plan will include the use of the User Interface software, cellular data connection, and cloud storage.

Every thirty (30) days the Credit Card on file will be charged to continue Monthly Service unless prepaid by check or ACH bank wire. Any Credit Card that is not valid or does not allow charges within (30) days will result in a discontinuation of all services. End Users will have thirty days to correct the Credit Card issue or all pictures in Eye Trax's database will be deleted.

Storage of Images

All images will be stored in Eye Trax's database for a time period of one year (365 days) from end date of the monthly service per camera. All images will be deleted from the data base thirty (30) days following the inability to charge credit card on file.

Security of Images

All images that are stored in the Eye Trax secure database is only available to the End User and privacy protected by the User Name and Password.

Wireless Service

Eye Trax utilizes various coverage maps based on computerized, mathematical predictions of expected coverage. Immediate low laying areas have a tendency to have intermittent coverage due to the terrain. Actual coverage area may differ from that shown on coverage maps, and coverage may be affected by such things as weather, foliage, buildings, and other factors. 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).

30 Day Money Back Return Policy

If the End User is not satisfied with the Eye Trax service and/or Camera Systems, the system can be returned for a full reimbursement bearing that there are no damages to the unit upon arrival at the Eye Trax office. For cameras returned within this time period, provided the condition(s), the purchase price and only the purchase price will be reimbursed with thirty (30) days of receipt of camera(s). An RMA form will be emailed to End User once the RMA request has been emailed to SALES@EYETRAX.NET.

Cameras are to be returned to:

Eye Trax, Inc
4200 Performance Rd
Charlotte, NC 28214

Installation & Support

The End User is responsible for installing the Eye Trax Camera System in a suitable location for operation. It is the End User's responsibility to install and test the Eye Trax Camera System per all local codes and requirements. Installation instruction can be found on the Eye Trax website in the Footer named "Installation Instructions".

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 Camera System 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 Camera System 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 Limited Warranty.

Removing the security lock from rear latch of the Unit will automatically void warranty unless Eye Trax requests that the End User removes it for troubleshooting.

If something goes wrong with the Camera System, send it postage paid with a brief written description of the problem to:

Eye Trax, Inc
4200 Performance Rd
Charlotte, NC 28214

This Limited Warranty does not cover the following:

- (1) any defect in or damage to the Camera System that occurs due to mishandling of the Camera System;
- (2) any defect in or damage to the Camera System that occurs due to repair, modification, or other similar activity after your purchase of the Camera System;
- (3) any defect in or damage to the Camera System that occurs due to the transport, dropping, shock, or other similar activity after your purchase of the Camera System; (4) any defect in or damage to the Camera System that occurs due to careless or improper storage, or improper use or maintenance of the Camera System; and
- (5) any defect in or damage to the Camera System that occurs due to foreign objects such as dirt or grime, sand, water or liquids entering the inside of the Camera System.

At "no" charge, Eye Trax will inspect the Camera System and contact you within seventy-two (72) hours to give the results of our inspection. If the Camera System is damaged in a manor that the Warranty "does not cover" (i.e., the damage occurred as a result of misuse of the Camera System), Eye Trax will determine the cost to fix the Camera System and communicate this amount with the End User. Upon request from the End User Eye Trax will repair damaged components of the Camera System that are repairable, as determined in Eye Trax's discretion, provided that Eye Trax will charge the End User \$75/hr plus cost of material. Upon receiving payment for the repairs, if any, the Camera System will be sent back to the End User at the expense of Eye Trax.

Limited Liability

The End User agrees that the use or intent of the Camera System 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 Camera System be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Camera 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 the End User paid for the Camera System.

Neither Eye Trax, Inc, its employees, affiliates, agents, third party information providers, merchants, licensors, or the like, warrant that the Camera 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 Camera 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 Camera 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 Camera System sold by Client, 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 Camera Systems sold or otherwise distributed by End User in connection with the use of the System; (ii) any material supplied by Client infringing or allegedly infringing on the proprietary rights of a third party; (iii) copyright infringement and (iv) any defective Camera System which Client sold in conjunction with using the Camera System.