



## Terms of Service

### Eyecloud.ai Terms of Service

This is an agreement between you and EyeCloud, Inc (“Company”, “we”, “us”, or “our”). Please read Eyecloud.ai Terms of Service and the other applicable rules, policies, and terms available at eyecloud.ai website, or mobile application before using eyecloud.ai websites, devices, products, services, and applications.

This agreement applies to all information collected through our websites, mobile application, ("Apps"), and/or any related services, sales, marketing or events (we refer to them collectively in this agreement as the "Services").

By using, accessing or purchasing our eyecloud.ai services, products or Third Party Services you agree to be bound by the terms of this Agreement. Please read them carefully. If you do not accept the terms of this Agreement, then you may not use eyecloud.ai services and products. This includes eyecloud.ai products, which you may return in accordance with our return policy. Please also review our Return Policy and Limited Warranty Terms available at eyecloud.ai website, or mobile application.

For Eyecloud.ai Terms of Service:

“eyecloud.ai products” means the eyecloud.ai hardware products, including without limitation eyecloud.ai devices and related accessories.

“eyecloud.ai Recordings” means all audio, video, images, or other types of recordings made by eyecloud.ai Devices or provided to us in connection with eyecloud.ai Services.

“Software” means all software that we make available to you for use of eyecloud.ai Services, including eyecloud.ai app (or website) that provides access to video clips, eyecloud.ai Services, eyecloud.ai Device settings, and other information.

“Software Terms” apply to any Software (including any updates or upgrades to the software) and any related documentation we make available to you in connection with eyecloud.ai Services.

## Eyecloud.ai Privacy Policy

Please review our Privacy Policy available at [eyecloud.ai](http://eyecloud.ai) website, or mobile application as it will help you make informed decisions about sharing your personal information with us. We are committed to protecting your personal information and your right to privacy.

### Electronic Communications, Reviews, Comments and other content

When you use any [eyecloud.ai](http://eyecloud.ai) Services or send emails, text messages, and other communications from your devices to us, you are communicating with us electronically. We will communicate with you electronically in a variety of ways, such as by email, text, in-app push notices, newsletter, support platforms or by posting e-mail messages or communications on the website. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide you electronically satisfy any legal requirement that such communications be in writing, unless mandatory applicable laws specifically require a different form of communication.

You may post reviews, comments, photos, videos, and other content; send other communications; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights (including publicity rights), or otherwise injurious to third parties or objectionable, and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam” or unsolicited commercial electronic messages.

You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of content. [Eyecloud.ai](http://eyecloud.ai) reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content. If you do post content or submit material, and unless we indicate otherwise, you grant [eyecloud.ai](http://eyecloud.ai) a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant [eyecloud.ai](http://eyecloud.ai) and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify [eyecloud.ai](http://eyecloud.ai) for all claims resulting from content you supply. [Eyecloud.ai](http://eyecloud.ai) has the right but not the obligation to monitor and edit or remove any activity or content. [Eyecloud.ai](http://eyecloud.ai) takes no responsibility and assumes no liability for any content posted by you or any third party.

## Member/ User Account

You may need your own account to use certain eyecloud.ai Services. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may use the eyecloud.ai Services only with involvement of a parent or guardian. Eyecloud.ai reserves the right to refuse service, terminate accounts, terminate your rights to use eyecloud.ai Services, remove or edit content, or cancel orders in its sole discretion.

## Trademarks, Copyrights and Patents

Except as otherwise noted, eyecloud.ai is the owner of all trademarks and service marks on or in the Products and Services, whether registered or not. Eyecloud.ai expressly forbids the unauthorized use of its logos, trademarks or other graphics. All registered trademarks are registered in the United States of America (and/or other applicable jurisdictions).

All content eyecloud.ai or its affiliates make available through any eyecloud.ai Service, such as text, graphics, logos, button icons, images, audio clips, digital downloads and data compilations is the property of eyecloud.ai, its affiliates, or its content suppliers and is protected by US and international copyright.

Eyecloud.ai's trademarks and trade dress may not be used in connection with any product or service that is not eyecloud.ai's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits eyecloud.ai. All other trademarks not owned by eyecloud.ai that appear in any eyecloud.ai Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by eyecloud.ai.

One or more patents owned by eyecloud.ai apply to the eyecloud.ai Services and to the features and services accessible via the eyecloud.ai Services. Portions of the eyecloud.ai Services may operate under license of one or more patents.

## Eyecloud.ai Products and Software

Eyecloud.ai attempts to be as accurate as possible. However, eyecloud.ai does not warrant that product descriptions or other content of any eyecloud.ai Service is accurate, complete, reliable, current, or error-free. If a product offered by eyecloud.ai itself is not as described, your sole remedy is to return it in accordance with our Return Policy.

Eyecloud.ai reserves the right, in its sole discretion, to refuse or cancel any order and limit order quantity. Eyecloud.ai may also require additional qualifying information prior to accepting or processing any order. We reserve the right to refuse or cancel your order if we suspect you are purchasing products for resale.

Downloading or using our software (including our mobile application) does not give you title to such software, including any files, data and images incorporated in or associated with the software. Your use of any such software shall be only in accordance with these Terms. Our software is copyrighted by eyecloud.ai or its licensor(s), and may be protected by one or more patents owned by eyecloud.ai or its licensor(s). Software may not be copied, redistributed or placed on any server for further distribution. You may not sell, modify, decompile, disassemble or otherwise reverse engineer the software. Products and Services offered through this website shall be warranted, if at all, through the written license or warranty provided in connection with such product or software. These Terms 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 as they are applicable to the Products and Services.

From time to time, eyecloud.ai 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”). We may offer automatic or manual updates to the eyecloud.ai Software at any time and with or without notice to you. You agree that eyecloud.ai may automatically install such Updates without providing any additional notice to you or receiving any additional consent from you.

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. We can’t and won’t be responsible for your using the Services or any Products in a way that breaks the law.

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:

- (a) Infringes or violates the intellectual property rights or any other rights of anyone else (including us);
- (b) Violates any law, ordinance, or regulation, including privacy and other laws referenced above and any applicable export control laws;

- (c) Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- (d) Jeopardizes the security of your eyecloud.ai account or anyone else's (such as allowing someone else to log in to the Services as you);
- (e) Attempts, in any manner, to obtain the password, account, or other security information from any other user;
- (f) Violates the security of any computer network, or cracks any passwords or security encryption codes;
- (g) Runs Maillist, 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);
- (h) Copies or stores any significant portion of the Content.

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

Some of our 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 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 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.

## Eyecloud.ai Recordings

Eyecloud.ai does not claim ownership of your intellectual property rights in your Content . Other than the rights you grant to us under these Terms, you retain all rights you have in your Content.

However, by purchasing or using our Products and Services, you give eyecloud.ai the right, without any compensation or obligation to you, to access and use your Content for the limited purposes of providing Services to you, protecting you, improving our Products and Services, developing new Products and Services.

Eyecloud.ai Recordings are streamed to the cloud. Eyecloud.ai processes and retains your eyecloud.ai Recordings in the cloud to provide and improve our products and services. You give us all permissions we need to use your eyecloud.ai Recordings to do so. These permissions include, for example, the rights to copy your eyecloud.ai Recordings, modify your eyecloud.ai Recordings to generate clips, use information about your eyecloud.ai Recordings to organize them on your behalf, and review your eyecloud.ai Recordings to provide technical support.

Additionally, by electing to publicly share your Content via our Services to other users or the general public, you give eyecloud.ai the right, without any compensation or obligation to you, to access and use your Content and related location information for the purposes of publicly sharing such recordings and information with current and future users and allowing those users to comment on the Content.

You are solely responsible for all of your Content (including Content you share through the application). “Content” means all audio, video, images, text, or other types of content captured by our 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
- (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.

In addition to the rights granted above, you also acknowledge and agree that eyecloud.ai may access, use, preserve and/or disclose your Content to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if we have a good faith belief that such access, use, preservation or disclosure is reasonably necessary to:

- (a) comply with applicable law, regulation, legal process or reasonable governmental preservation request;
- (b) enforce these Terms, including investigation of any potential violation thereof;
- (c) detect, prevent or otherwise address security, fraud or technical issues;
- (d) protect the rights, property or safety of eyecloud.ai, its users, a third party, or the public as required or permitted by law.

Deleted Content and User Recordings may be stored by eyecloud.ai in order to comply with certain legal obligations and are not retrievable without a valid court order.

## Other Vendors

Links to the sites of affiliated companies and other businesses may be available through eyecloud.ai Services. If you purchase any of the products or services offered by these businesses or individuals, you are purchasing directly from those third parties, not from eyecloud.ai. We are not responsible for examining or evaluating, and we do not warrant, the offerings of any of these businesses or individuals (including the content of their websites). Eyecloud.ai does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.

All purchases of physical items from eyecloud.ai are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

## Safety and Critical Use

You understand and agree that any customer service and any customer care and support offered or provided by eyecloud.ai is not a Monitoring Service, a 911 service or dispatch center, or an emergency service provider or dispatch service. Please do not contact eyecloud.ai customer service or any support offered by us with any life or safety concerns, property risk, fires, floods, burglaries, robberies, medical issues or other emergencies. If you have an emergency you should immediately contact the police, fire department, 911 or the emergency telephone number designated to the country where you encounter these emergencies or appropriate emergency response service.

Eyecloud.ai makes no warranty or representation that use of the Products or Services will affect or increase any level of safety. You acknowledge that the Products and Services are not intended to be 100% reliable and are not a substitute for a third-party monitored emergency notification system. We cannot and do not guarantee that you will receive notifications in any given timeframe or at all. All life threatening, safety and emergency events should be directed to the appropriate response services. You are solely responsible to backup your Content to another location outside the Services to avoid loss of your Content and other data.

## Suspensions and Termination

Your rights under this Agreement will automatically terminate without notice if you fail to comply with any of its terms. We may terminate the Agreement or restrict, suspend, or terminate your use of eyecloud.ai Services at our discretion without notice at any time, including if we determine that your use violates the Agreement, is improper, substantially exceeds or differs from normal use by other users, or otherwise involves fraud or misuse of eyecloud.ai Services or harms our interests or those of another user of eyecloud.ai Services.

If your use of eyecloud.ai Services is restricted, suspended, or terminated, you may be unable to access your video clips and you will not receive any refund or any other compensation. In case of termination, eyecloud.ai may immediately revoke your access to eyecloud.ai Services without refund. Eyecloud.ai's failure to insist upon or enforce your strict compliance with this Agreement will not constitute a waiver of any of its rights.

## Disputes

Any dispute or claim relating in any way to your use of any eyecloud.ai Service will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Conditions of Use as a court would.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

## Notice

If you have questions or comments about this policy, you may contact or post to: EyeCloud, Inc., Po Yuan, 171 Branham Lane, Suite 10 #243, SAN JOSE, CA 95136, United States. If you are a resident in the European Economic Area, the "data controller" of your personal information is EyeCloud, Inc.. EyeCloud, Inc. has appointed Timotei Redis to be its representative in the EEA. You can contact them directly regarding the processing of your information by EyeCloud, Inc., by email at [timotei.redis@eyecloud.ai](mailto:timotei.redis@eyecloud.ai), or by post to: AIKLOD International, Timotei Redis, P-ta Unirii nr 13, Et. M, Ap. Birou 13, Timisoara, Timis 300085, Romania.

Claims concerning copyright infringement must include the following information: A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest; A description of the copyrighted work that you claim has been infringed upon; A description of where the material that you claim is infringing is located on the site; Your address, telephone number, and e-mail address; A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and a statement

by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Please note that this procedure is exclusively for submitting notices of intellectual property infringement.

Eyecloud.ai is free to revise these Terms or any other part of this Agreement at any time by updating this document. By continuing to use our Products and Services after such changes, you are expressing your acknowledgement and acceptance of the changes. Please check these Terms periodically for updates.

We're always trying to improve the Products and Services, so they may change over time. 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 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. We have the sole right to decide whether you are in violation of any of the restrictions set forth in this Agreement.



*last update 15.02.2021*