

VTech Terms of Use

VTech ('VTech', 'we', 'us' or 'our') is pleased to offer, to its valued customers ('Customer', 'you', 'your'), the product purchase by you and any related software and services. VTech is committed to protecting your security and privacy. This Terms of Use Agreement (this 'Agreement') is entered into by and between VTech and you, individually or on behalf of the user you may represent ('User' or 'you'). This Agreement, along with any other terms or rules that we may post on the www.vtechphones.com website ("Site") and/or present as part of the Services, govern any and all use of the Site and/or the Services (as such terms are defined below). Please read this Agreement carefully as it affects your legal rights and obligations. You could consider whether to engage the services of an attorney to help you understand your rights with respect to this Agreement.

BY USING THE PRODUCT, THE SITE AND/OR THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT ALL THE TERMS OF THIS AGREEMENT, YOU SHOULD NOT USE (AND YOU HAVE NO RIGHT TO USE) THE SITE OR SERVICES, AND YOU SHOULD STOP ANY SUCH USE IMMEDIATELY.

1.0: Terms of Service

VTech operates the www.vtechphones.com, <https://myvtechcams.vtech.com> , <https://myvtechbaby.vtech.com/websites> and <https://myvtechsupport.vtech.com> including all content and features offered on the website (the 'Site' or 'Sites'). VTech also offers software on the Sites (the 'Web Applications' or 'Web Apps') and software that can be downloaded to mobile devices, smartphones and tablets (the 'Mobile Applications' or 'Mobile Apps') to be used with connected devices ('Device Profiles,' 'Devices,' 'Camera,' 'Cameras,' or 'Baby Monitors') that are compatible with the Web Apps and Mobile Apps(collectively, the 'Service' or 'Services'). The Web Apps and Mobile Apps are referred to herein collectively as the 'Software'.

The Service is offered to consumers as a companion to approved devices only. An approved device is enabled for use with the Services by a unique ID that must be present in order to link the camera with an active account. Once activated, the features of the camera are combined and enhanced by features that are deployed from the Service for a variety of platforms.

VTech may discontinue the operation of, or prohibit you from accessing or using, the Site or Services (or components thereof) at any time and without liability to VTech, for any reason, including if you violate this Agreement or fail to make payments to VTech under the terms of this Agreement or as otherwise specified on the Site, or for other reasons at VTech's discretion. We may modify this Agreement from time to time. If this Agreement is modified, we will post the updated Agreement on the Site, and any use of the Site after we post the updated Agreement constitutes your agreement with the modified terms.

2.0: VTech Privacy Policy

In addition to the terms and conditions of this Agreement, your use of the Site and Services is subject to the VTech Privacy Policy which can be found at <https://www.vtechphones.com/legal/privacy-policy>. The Privacy Policy applies to and classifies the collection of personally identifiable information ('Personal Information') that is collected from you when the Service is activated, such as name, physical address, email address, telephone number, credit card information, etc. It also applies to and classifies the existence of unique materials ('Personal Data') created by your use of the Service and stored on our infrastructure as a part of the Service delivery. Personal Data includes video streams, captured images or snapshots and other audio and/or video content. Sections of this Agreement that discuss Personal Information are not discussing Personal Data unless it is explicitly named. A third classification of public data ('Non-Personal Information') will also be generated by the Service in customizing the user experience. The Privacy Policy is located at <https://www.vtechphones.com/legal/privacy-policy> and all aspects of the Service are restricted by that policy. In the event of a disagreement with this Privacy Policy, it is that policy that will be in force.

3.0: User Representations

By using the Site or any Services, you represent to us that you are:

- a. An adult, at least 16 years of age;
- b. An individual with the right, authority and the mental capacity to accept and agree on behalf of yourself or an individual with the right, authority and the capacity to accept and agree on behalf of the entity you represent, as the case may be; and
- c. An individual with no legal restrictions that would prevent agreeing to the terms and conditions of this Agreement or the access and purchase of the Site and Services.

4.0: Copyright Notice

All content and copyrighted and copyrightable materials on the Site or used in the Services, including, without limitation, the text, graphics, pictures, videos, sound files and other files, design, compilation, VTech logo, software code, and documentation, along with the selection, arrangement, organization and magnetic translation thereof (collectively, the 'Materials') are the property of VTech or its third-party licensors and are protected by country-specific and international copyright laws. VTech or its third-party licensors own all right, title and interest in and to the Materials, and nothing in this Agreement shall be interpreted to grant a license or ownership interest in or to the Materials. None of the Materials may be copied, in whole or in part, without the express written permission of the copyright holder.

Any unauthorized use of the materials appearing on this Site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

5.0: Trademark Notice

All domain names, logos, trademarks and service marks associated with the Site and/or Services, including without limitation VTECH and the VTECH logo, are the sole property of VTech or its partners, suppliers or licensors, and may not be copied, imitated or used as trademarks or otherwise, in whole or in part, without the express prior written permission of VTech or the applicable owner.

6.0: Use Rights and Limitations

6.1: LICENSE GRANT; RESERVATION OF RIGHTS

VTech hereby grants to you a royalty-free, personal, non-exclusive, non-transferable, non-sublicensable, limited right and license to use the Site and Services and to use, download and install the Mobile Apps on your personal computer(s) or personal mobile device(s) for your personal, non-commercial use and subject to the terms of this Agreement and any documentation and/or use instructions that accompany the Services or other features on the Site and only in connection with authorized use of the Site and/or Services. The Site and Services are protected by copyright and other intellectual property laws and VTech or its licensors own all right, title and interest therein. Except as expressly stated in this Agreement or a third-party agreement, no ownership right or license is granted under any patent, trademark, copyright, or any other intellectual property or proprietary right of VTech or any third party by reason of using the Site or the Services.

6.2: LIMITATIONS ON USE OF SOFTWARE

Unless and to the extent specifically provided otherwise in the Software or related documentation (including any Readme file), you may not:

- a. Separate any individual component of the Software for use;
- b. Incorporate any portion of the Software into other software or compile any portion of it in combination with other software;
- c. Use the Software, or any portion of it, with any other product or service or over a network;
- d. Sell, rent, lease, lend, loan, distribute, assign or sublicense the Software or otherwise attempt to transfer any rights to it in whole or in part;
- e. Misrepresent the Software or any features of the Service as your own;
- f. Modify, reverse engineer, decompile, remove any proprietary notices, obscure or remove branding or trademarks, disassemble the Software in whole or in part, create any derivative works from or of the Software, or encourage, assist or authorize any other person to do any of these things; or
- g. Make copies of or distribute the Software or electronically transfer it or any portion of it from one computer to another or over a network.

You agree to abide by all laws and regulations in effect regarding your use of the Software, including without limitation, its unauthorized use in connection with any copyrighted content. You may not authorize or assist any third party to do any of the things prohibited in this Section 6.2.

6.3: LIMITATIONS ON USE OF THE SITE AND SERVICES.

Unless as otherwise specifically stated in this Agreement or as agreed upon in writing between you and VTech, you may not, and you agree not to:

- a. Collect or use, in any manner and for any reason not specifically associated with your permitted use of the Site or the Services under the terms of this Agreement, any information or descriptions on the Site or related to the Services;
- b. “Frame” or use inclusion techniques to enclose any VTech or its licensees’ trademarks, logos, Services, or other content on the Site within another website or within any other digital content or otherwise misrepresent features of the Site or Services as your own;
- c. Use any data mining, scrapers, robots, or similar data gathering or extraction methods to obtain content or information about other users or otherwise from the Site or Services;
- d. Send malware, Trojans or any other type of damaging file or code;
- e. Share your account information with any stranger or limited acquaintance or knowingly use another user’s account or password, impersonate or misrepresent your true identity;
- f. Access or attempt to access information from our employees or other third parties through unauthorized methods;

- g. Encourage others to commit illegal activities;
- h. Share any content that is abusive, threatening, libelous, defamatory, obscene or pornographic or use lewd, or inappropriate language, in any public forum;
- i. Use the Service to advertise products or services or solicit any person to buy or sell something or solicit donations or investments;
- j. Collect Personal Information from any part of the website for the purposes of marketing, solicitation or otherwise;
- k. Tamper with, copy or steal data, whether personal or otherwise, that does not belong to you;
- l. Record Personal Data for legal, forensic or commercial uses;
- m. Harm minors in any way;
- n. Forge headers or text, or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the website Activity; distribute, modify, license, resell, or make any commercial use of the Site or any content on the Site apart from using the Services for their intended uses;
- o. Use the Site or Services in any manner that violates a third party's intellectual property rights, including the rights of copyright owners in any content that you use or modify in connection with the Site or Services;
- p. Attempt to gain unauthorized access to the Site or Services by any means, including hacking or password mining;
- q. Use the Site or Services for any purpose or post any content that is unlawful or prohibited by this Agreement; or
- r. Attack the security of our servers or any part of our networks or otherwise use the Site or Services in any way that could damage or overburden the Site or Services or interfere with any VTech server or networking equipment, VTech's provision of the Site or Services, or any user's use or enjoyment of the Site or Services.

We may discontinue some or all of the Services and/or Site functionality at any time. We may also terminate your right to use or access the Site and/or Services at any time, and we may also modify the Site and/or Services to make them unavailable or inoperable. You may not authorize or assist any third party to do any of the things prohibited in this Section 6.3.

7.0: Copyright Infringement Notification Procedure

To file a copyright infringement notification with VTech, you should send a written communication that includes the following details (please consult your legal counsel or the applicable law in your region):

- (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

(3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity which you are requesting be removed or access to which be disabled, and information reasonably sufficient to permit us to locate the material. Please provide a URL to the material that is claimed to be infringing if possible.

(4) Information reasonably sufficient to permit contact with the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.

(5) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

(6) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Such written notice should be sent, postage prepaid, to:

VTech Communications Inc.,

Attention: General Counsel 9020 SW Washington Square Road, Suite 555 Tigard, OR 97223 USA.

Upon receiving a claim of copyright infringement, VTech may, at its sole discretion, immediately remove any materials that are the subject of the claim without providing prior notice to the user responsible for such materials. VTech may, at its sole discretion, decide to restore any removed materials depending on the facts of a situation.

8.0: Disclaimer of Warranties

VTech will use commercially reasonable efforts to maintain acceptable performance of the Site and Services. However, except as expressly stated herein or in other written documentation executed by an authorized representative of VTech, the Site and Services are provided by VTech “as is,” without any other warranty or representation of any kind. Your use of the Site and Services, and the results and performance achieved using the Site and Services, is at your own risk. VTech makes no representations or warranties about the accuracy, completeness, or suitability of any of the content included in the Site and/or Services and hereby disclaims all other warranties, express, implied or statutory, including

but not limited to implied warranties of merchantability, fitness for a particular purpose, and any warranties arising from course of dealing, usage or trade practice with respect to the Site or Services. VTech also makes no warranty that the website will be available, uninterrupted, error-free, or free of viruses or other harmful components. Except as otherwise expressly warranted herein or in other written documentation executed by an authorized representative of VTech, the entire risk as to the quality, or arising out of the use or performance of, the Site or Services remains with you.

9.0: Public Forums and User-Submitted Content

The Site and/or Services may include functionality that allows you to post reviews or feedback, interact with other users of the Site or Services, to post text and/or other content on message boards, or other publically accessible locations. You acknowledge that VTech will not, and has no obligation to, monitor or regulate any user-submitted content on any publically accessible forum, but VTech reserves the right to remove any user-submitted content or posts at its sole discretion. Opinions expressed on unmoderated message boards or in product reviews are the personal opinions of the original authors. VTech accepts no responsibility for these opinions and they do not necessarily reflect VTech's opinions. Any content that you post or upload to any public forum on the Site or related to the Services is not confidential, and VTech has no obligations (whether of confidentiality, compensation or otherwise) with respect to such content.

If you choose to post or upload any content to any public forum on the Site or related to the Services, you hereby grant VTech a non-exclusive, perpetual, irrevocable, transferable, sub-licensable, royalty-free worldwide license and right to use, copy, modify, translate, prepare derivative works, perform publically, distribute, display publically, and exploit any content that you post or upload to any public forum on the Site or related to the Services.

If you elect to provide suggestions, ideas, proposals, concepts or other feedback to us (whether written, verbal or in any other format or manner) in connection with these Terms of Use or use of our Site or Services ('Feedback'), you acknowledge and agree that we have no obligation (whether of confidentiality, compensation or otherwise) with respect to such Feedback, and we will be free to use and exploit such Feedback in any manner without restriction of any kind. You acknowledge and agree that all Feedback will be the sole and exclusive property of VTech. You hereby irrevocably transfer and assign, and agree to transfer and assign, to VTech all of your right, title, and interest in and to all Feedback, including all intellectual property rights therein.

When you use the Site or any of the Services, you agree not to upload, post, modify, distribute, email, transmit, or otherwise make available any user-submitted content that:

- (a) is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise injurious to third parties;
- (b) is protected by any patent, trademark, trade secret, copyright or other intellectual or proprietary right, unless you own such rights or have received all necessary consent;
- (c) impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity, or interfere with someone else's use of the Site;
- (d) constitutes a charity request, petition for signatures, chain letter, letter or information relating to one or more pyramid schemes, advertising or solicitation for funds, political campaigning, mass mailing, any form of unsolicited commercial email or "spam," or an offering or dissemination of fraudulent goods, services, schemes or promotions;
- (e) is sent via unsolicited emailings, if such email could reasonably be expected to provoke complaints from its recipients;
- (f) is harmful, including without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancelbots, or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or Personal Information; and/or
- (g) violates any applicable local, state, provincial, national or international law.

By posting user-submitted content, you represent and warrant that you own or otherwise control all of the rights to your user-submitted content, including, without limitation, all the rights necessary for you to post or upload the user-submitted content. You further represent and warrant that public posting and use of your content by VTech will not infringe or violate the rights of any third party.

10.0: Contact Information for VTech

Contact phone numbers are published on the Sites at <https://www.vtechphones.com/support/contact-us>, <https://myvtechsupport.vtech.com/app/cams/ask> and <https://myvtechsupport.vtech.com/app/baby/ask> for phones, wireless monitoring and baby monitors. General inquiries or notifications related to this Agreement can be submitted via e-ticket at <https://www.vtechphones.com/support/contact-us>. You should include a valid phone number and account information, to ensure a quicker response.

Urgent communications with VTech require expediency and should be handled differently. Please use the phone as a preference unless it is otherwise not possible to do so. If you submit an e-ticket @ <https://www.vtechphones.com/support/contact-us>, a response should be received within two business days or you should phone the support phone number instead. It is important to note that e-mail will never be sent to you requesting Personal Information. The mechanism for collection and updates will always be either the Service (forms on the Website, prompts) or phone conversation after identity has been verified.

11.0: The Service

The Services include the Site and the features offered via the Site and the Software, including user accounts; remote access to live-streaming data on mobile devices or computer tablets via your account; motion detection and monitoring of private space using enabled connected cameras via your account; storage and retrieval of data via one of our service plans (outlined under plan management when signed in to your myvtech cams account); access to third-party applications and software to work in conjunction with our services; and purchase of services or products.

A more detailed description of product features and services can be found on the Site: <https://www.vtechphones.com/products/wireless-monitoring/ip-camera>

If your use of the Site or Services or disclosure of certain information to VTech would violate any law that is applicable to you, your right to use the Services and/or disclose such information is revoked.

12: VTech Account

In order to access our services, you will be asked to register for an account. Each account set-up will require us to collect personally identifiable information from you, including but not limited to, a user ID and password. The information you provide must be accurate and correct. If you register for an account using inaccurate information, VTech reserves the right to terminate your account without notice. Should your account be terminated for any reason, this may result in the deletion of all the information and data contained in your account.

Once your account is activated, you are solely responsible for maintaining the confidentiality of your account and personally identifiable information. VTech reserves the right to take any action that it deems necessary or reasonable to ensure the security of the Site, the Services or

your account, including without limitation terminating your account, changing your password or requesting additional information to authorize transactions on your account.

Notwithstanding the above, VTech may rely on the authority of anyone accessing your account or using your password. VTech will not be liable to you for any action or inaction of VTech under this section, any compromise of the confidentiality of your account or password not caused by VTech, or any unauthorized access to your account or use of your password. On the other hand, you may be liable for losses incurred by VTech as a result of someone else using your account or any unlawful use of your account. You are required to report immediately any unlawful use of your account or suspected violation of this Terms of Service. VTech reserves the right to involve local law enforcement as it deems appropriate for criminal acts it becomes aware of.

The Service will place small digital non-personal cookies on your hard drive when you customize the account. This mechanism will customize the interface and remember information about your visit so it persists when you load the site again later. You must enable cookies in your browser to take advantage of this feature. More information about our use of tracking cookies is available in the Privacy Policy.

13: Termination

All of the terms of this Agreement shall remain in effect until you or VTech terminates your account. You may terminate your account at any time. Please note that if you violate any of the terms of this agreement, VTech reserves the right to terminate your account without notice or liability, and Termination of your account may result in the destruction of all information and data, including but not limited to video and audio recordings, associated with your account. You will be responsible for immediate payment of any outstanding charges to your account.

Your basic account is free. In addition, you can prepay for data storage services (“Cloud Services”) offered to you by VTech. To terminate your basic account and any associated Cloud Services, you should submit a support request by selecting “Email Us” at <https://myvtechsupport.vtech.com/app/cams/home> for IP Cameras and <https://myvtechsupport.vtech.com/app/baby/home> for Remote Access Baby Monitors, and state that you would like to terminate your basic account and all Personal Information associated with it. If you terminate your basic account, that will also terminate any prepaid Cloud Services for data storage. You can terminate the Cloud Services only, at any time, and retain your basic account; to do this, you should submit a support request by selecting “Email Us” at <https://myvtechsupport.vtech.com/app/cams/home> for IP Cameras

and <https://myvtechsupport.vtech.com/app/baby/home> for Remote Access Baby Monitors, and state that you would like to terminate your Cloud Services only. In this event, you will be refunded any prepaid Cloud Services charges, beginning with the first day of the month following your termination request (but you will be charged for at least the first thirty (30) days that you use the Cloud Services). Any such refund will be paid within thirty (30) days after VTech's receipt of your termination request.

Digital content cannot be returned by VTech because it cannot be removed from a customer's machine with any degree of certainty.

You will be responsible for immediate payment of any outstanding charges to your account in the event of any termination.

14: Payment of Fees

All applicable fees are outlined on the Site. Please note that fees may change over time. It is your responsibility to regularly review the fees and take note of any changes. You will pay all fees associated with your account and use of Services, in advance by credit card or PayPal. All fees paid to VTech are non-refundable except as otherwise provided in this Agreement.

In the event that you do not pay the fees when they are due, we reserve the right to terminate your account or to restrict your access to Services.

15: Indemnity

You agree to indemnify and hold harmless VTech and all of its agents, employees, parent companies, subsidiaries and affiliates from and against any and all damages, losses, claims, liabilities, obligations, penalties, judgments, awards, costs, and expenses, including without limitation, legal fees, (collectively, 'Damages') that might arise as a result of your violation of this Agreement, or resulting from your use of the Site and/or Services or your infringement upon the rights of any other party.

16.0: Limitation of Liability

VTech is not responsible for the users who access its Services, the data you encounter via the Services, how you interpret or use such data, or any actions taken as a consequence of your encounters with such data. Exchanges or communications with persons or entities that occur

via our Site, including exchanges of products or Services, and any policies corresponding to such relations are solely the responsibility of you and the other party (or parties).

IN NO EVENT SHALL VTECH BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR SPECIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE OR SERVICES, ANY PROVISION OF OR FAILURE TO PROVIDE SUPPORT, OR OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF VTECH, AND EVEN IF VTECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL VTECH BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, DIRECT OR INDIRECT, TO CUSTOMER OR THIRD-PARTY SUPPLIED EQUIPMENT ARISING OUT OF YOUR USE OF THE SITE OR SERVICES UNLESS SUCH DAMAGES ARE THE DIRECT RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF VTECH. THE LIABILITY OF VTECH FOR ANY CLAIMS OR DAMAGES ARISING FROM USE OF THE SITE AND/OR SERVICES, OR CLAIMS OR DAMAGES ARISING FROM THE INTERRUPTION OR LOSS OF USE THEREOF, SHALL BE LIMITED TO, AND YOUR EXCLUSIVE REMEDIES SHALL BE, AN OUTAGE CREDIT FOR THE AFFECTED SERVICE WHICH IS SPECIFIED IN 'PLANS' SECTION OF THE WEBSITE. IN ANY EVENT, VTECH'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL SERVICE CHARGES PAID TO VTECH HEREUNDER IN THE THREE (3) MONTH PERIOD PRIOR TO THE OCCURRENCE GIVING RISE TO THE DAMAGES.

17.0: Updates

VTech takes security seriously. As such, all Web Apps are updated periodically when bug fixes, patches and feature improvements are finalized. This functionality is necessary for the integrity of the Service. These updates affect the core functionality of the Service, but they do so in accordance with the Privacy Policy and they do not access or allow access to data or content from your Device(s). If you disagree or are prevented by law to allow automatic updates, you must stop using the Service immediately and terminate your account.

VTech will also push out Mobile Apps updates when bug fixes, patches and feature improvements are finalized. We highly recommend that you enable automatic updating on your mobile device or that you promptly install all updates as they appear.

18.0: Not Intended to Provide Critical Services

VTech is not a critical services provider and the Service is not intended to provide critical services. In other words, VTech cannot guarantee that the Devices, Software and Services will remain online, and will function properly, at all times. Furthermore, VTech is not responsible for, and assumes no liability relating to or arising out of, your Devices or any firmware installed thereon.

YOU UNDERSTAND THAT VTECH IS NOT A “CRITICAL SERVICES PROVIDER” AND THE SERVICES ARE NOT “CRITICAL SERVICES” THAT ARE MONITORED OR GUARANTEED. DOWNTIME MAY OCCUR DUE TO FACTORS OUTSIDE OUR CONTROL. DO NOT RELY ON THE SERVICES FOR ANY LIFE THREATENING, CRITICAL OR EMERGENCY PURPOSE OR REQUIREMENT. DO NOT USE OR RELY ON THE SERVICE FOR CRITICAL SERVICES THAT MUST ALWAYS BE ONLINE OR OPERATE WITHOUT A BACKUP PLAN FOR DETECTING IF THE SERVICE BECOMES UNAVAILABLE FOR ANY REASON. YOU AGREE THAT VTECH IS NOT LIABLE TO YOU OR ANY THIRD-PARTY IN ANY WAY FOR DAMAGES AS A RESULT OF SERVICE OUTAGES, WHETHER OR NOT CAUSED BY VTECH.

YOU ACKNOWLEDGE THAT ONLY YOU HAVE ACCESS TO YOUR DATA AND VIDEO/AUDIO STREAMS, SO CONTENT IS NOT MONITORED AND WILL NOT RESULT IN EMERGENCY SERVICES BEING DISPATCHED TO YOU.

Notifications are provided through the Service to provide warning of outages, account changes and other events that are worthy of attention. Though we strive to deliver notifications as appropriate, the nature of e-mail, SMS or any other form of communication is inherently only as reliable as the service. YOU ACKNOWLEDGE THAT NOTIFICATIONS MAY NOT ARRIVE FOR REASONS OUTSIDE OF THE CONTROL OF VTECH AND/OR ITS PARTNERS. YOU AGREE THAT VTECH IS NOT LIABLE TO YOU OR ANY THIRD-PARTY FOR DAMAGES THAT RESULT BECAUSE THE SERVICE WAS UNABLE TO PROVIDE A NOTIFICATION FOR ANY REASON.

19.0: Availability of Services

Subject to the terms and conditions of this Agreement, VTech will use commercially reasonable efforts to provide access to the Services twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement. You acknowledge and agree that from time to time, the Services may be inaccessible or inoperable for various reasons, including: periodic maintenance procedures or upgrades (‘Scheduled Downtime’); software malfunctions; and causes caused by third parties or otherwise beyond VTech’s control or which are not reasonably foreseeable by VTech, including the interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion, third-party failures or other failures (collectively ‘Non-Scheduled Downtime’). VTech will use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Services in connection with a Non-Scheduled Downtime.

In the event VTech discovers or is notified by you of the existence of Non-Scheduled Downtime, VTech will take reasonable actions to determine the source of the problem. If the source of the problem is outside of the control of VTech, we will use commercially reasonable efforts to notify the responsible party(ies) and cooperate with such party(ies) to resolve the problem as soon as possible. If the source of the problem is within the control of VTech, we will use commercially reasonable efforts to resolve the problem as quickly as is reasonably possible after determining the source of the Non-Scheduled Downtime. However, it is also important to note that the source of any issues with the Services could be related to your own internet connection or the improper, inadequate or unsupported performance of your Device, computer, mobile device or other hardware or firmware installed on your Device.

YOU AGREE THAT VTECH IS NOT LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY SUSPENSION, DISRUPTION, OUTAGES, ALTERATION OR DISCONTINUATION OF ANY PART OF THE SERVICES OR SITE FUNCTIONALITY THAT IS CAUSED BY ANYTHING OUT OF THE CONTROL OF VTECH, INCLUDING, WITHOUT LIMITATION, AN INADEQUATE OR UNSTABLE INTERNET CONNECTION FOR THE DEVICE OR THE SERVICES, DEVICE OR HARDWARE MALFUNCTIONS OR INADEQUACIES, OR ANY FAILURES OF ANY THIRD PARTY.

20.0: Device Issues

The Service may include Devices that can exist without a connection or those that require the Service to operate fully and completely. Information provided by the Device manufacturer should clearly identify dependency on the Service in the documentation or any license agreements that accompany the Device and on the specifications or packaging. If the end user

is not permitted to use the Service pursuant to the documentation, agreements or specifications that accompany the Device, the ability to use certain Devices in connection with the Services may be limited or may be otherwise impacted negatively. VTech is not responsible for providing this information or for any inability to use the Service with a given Device. YOU AGREE THAT YOUR SOLE REMEDY FOR ANY ISSUES WITH, OR ANY INABILITY TO USE, A DEVICE OR FIRMWARE INSTALLED THEREON, IS WITH THE DEVICE SELLER OR MANUFACTURER. VTECH IS NOT RESPONSIBLE OR LIABLE FOR FUNDS LOST DUE TO PRODUCT PURCHASES WHERE THE SERVICE IS NOT ACCESSIBLE FOR REASONS RELATED TO THE DEVICE, THE FIRMWARE INSTALLED THEREON, OR THE DOCUMENTATION ACCOMPANYING SUCH DEVICE OR FIRMWARE.

Some Devices have features that need to be enabled. For example, to use a Camera as a baby monitor it must detect sound to trigger an action, whether it be recording video or sending notifications. This feature may not be enabled by default and it may be in a disabled state on your Device. You are responsible at all times for configuration of Devices to deploy features and the correct configuration of notifications so they are received correctly. You can refer to the User Manual for your Device for specific instructions on how to enable or disable optional features. VTECH IS NOT RESPONSIBLE OR LIABLE FOR DAMAGES RELATING TO DEVICE OR FIRMWARE CONFIGURATION OR THE LACK THEREOF OR FOR NOTIFICATIONS THAT DO NOT SEND CORRECTLY OR REACH THE INTENDED RECIPIENT.

21.0: Applicable Territory

The Service is available worldwide, but it not intended for all countries. If you use or access the Site or Service outside of the supported countries, as listed on the Site or in related documentation, it is at your own risk. YOU ACKNOWLEDGE THAT THE SERVICE IS NOT DESIGNED FOR USE IN A NON-SUPPORTED COUNTRY AND SOME OR ALL OF THE FEATURES MAY NOT WORK. VTECH IS NOT LIABLE FOR ANY DAMAGE OR LOSS CAUSED BY ACCESSING THE SERVICE FROM OUTSIDE A SUPPORTED COUNTRY.

22.0: Open Source Software

Code may be included in the Web Applications, Mobile Applications or Device firmware that is subject to the GNU General Public License (“GPL”) or other open source licenses (“Open Source Software”). Open Source Software is licensed under the terms of the license that

accompanies the specific software. This Agreement not restrict your right to copy, modify, and distribute such Open Source Software that is subject to the terms of the GPL or other open source licenses, and it is published in repositories online or available upon request.

The formal process to request access to open source code should be in writing. Format a simple request via e-mail or send a letter to the address below that contains the following information:

- (i) A clear description, URL to, or screenshots of the component that is of interest to you. This will help us to identify which part of the software you are looking for.
- (ii) Your mailing address or e-mail address for correspondence.
- (iii) Your intended purpose for the request for our records.

Such written notice should be sent to our designated agent as follows:

Open Source Request
Attention: Project Manager
VTech Communications
9020 SW Washington Square Road, Suite 555
Tigard, OR 97223
USA

23.0: Security of Data in Transit

Personal Information is protected on the Service and accountable to the Privacy Policy. We use industry standard Transport Layer Security (TLS) to protect your data in transit wherever feasible. However, it is impossible to guarantee 100% protection from compromise when data is in transit over public networks. You understand and assume the risk when interacting with the Service over the Internet.

Personal data, including content transmitted by your Device(s), is protected on the Service and accountable to the Privacy Policy. Encryption of data moving to the Service across the Internet depends on the Device (and the firmware installed thereon) and its ability to support encryption. Not all Devices can support encryption to deliver the functions they provide. Devices may support optimized encryption that has minimal impact on the performance of a video or audio stream. Devices may support Transport Layer Security through SSL to fully encrypt the payload wherever relevant and feasible.

Non-Personal Information is provided to the Service without encryption and is considered anonymous and unrelated to an individual. Non-Personal Information is considered Non-Confidential Information for purposes of this Agreement.

VTech is not responsible for how you use your own Personal Data or other users' data. You, the user, bear sole responsibility for all Personal Data and content (including without limitation any audio and/or video content) you create and/or share using the services, as well as any claims made against you by another party or entity relating to your Personal Data. Should you choose to share your Personal Data with others, you do so at your own risk. Further, you are responsible for any loss or damage incurred as a result of exposure to any content you access using our services.

24.0: Stored Data and Content

Unless specifically purchased by you as a subscription upgrade to the Service, VTech will not store any data or content transmitted from any Device associated with your account, and such data or content is not available or accessible by you or any third party. If you do purchase one of the subscription upgrade plans, the motion-detected video and audio captured by your Device(s) will be stored by VTech's Cloud Service partners, and you will be able to download or access such video, for the time period and as specified in the plan description. Any content captured by your Device(s) that is beyond the timeframe specified in your plan description will be permanently deleted. VTech will not backup or provide redundancy for any data or content, and if you decide that backup or redundancy is desirable it is solely your responsibility. **YOU AGREE TO ASSUME ANY AND ALL RISK ASSOCIATED WITH FAILING TO BACKUP OR MAKE COPIES OF YOUR DATA OR CONTENT, AND VTECH HEREBY DISCLAIMS ALL LIABILITY ASSOCIATED WITH A FAILURE TO BACKUP OR PROVIDE REDUNDANCY FOR SUCH DATA OR CONTENT.**

Even if you purchase a subscription upgrade for the Service for the purpose of adding historic recall of data and video/audio content, your data and/or video/audio content will be permanently deleted from the VTech platform and associated servers if any of the following occur:

- If a Device is removed or disassociated from an account, all recorded data and content from that Device will be permanently deleted;

- If your subscription lapses or you otherwise fail to renew or pay for your subscription plan, all recorded data and content associated with your account will be permanently deleted;

25.0: Third-party Websites and Products

VTech may post links to websites or products not owned by VTech, belonging to a third party. In so doing, we are not endorsing any such website or products. VTech bears no responsibility for the practices, content, functionality or accessibility of third party websites, Services and products. It is your sole responsibility to review and familiarize yourself with the terms and policies of third party websites, products and services, and to act in accordance with such third party policies. WE ARE NOT LIABLE FOR ANY LOSS OR DAMAGES RELATING TO THIRD PARTY PRODUCTS OR SERVICES THAT ARE FOUND ON THE SITE.

26.0: Response to Law Enforcement Inquiries

As a general matter, VTech will not view or access, or allow third parties to view or access, any data or content associated with your account. However, VTech may need to comply with efforts by law enforcement officials, with appropriate jurisdiction, to obtain access to stored data, including content associated with an account or a specific Device. You acknowledge that VTech has no obligation to notify you of any such warrants, subpoenas, court orders or other law enforcement requests and, in some cases, VTech may be compelled to refrain from notifying you of such requests. VTech's compliance with any warrant, subpoena, court orders or other law enforcement requests shall in no way be interpreted as VTech's agreement or acquiescence to be governed by or subject to the laws of the subject jurisdiction or to be subject to personal jurisdiction of such jurisdiction.

27.0: Dispute Resolution; Choice of Law

If you are a resident of the United States of America, this Agreement shall be construed and controlled by the laws of the state of Oregon, U.S.A, and the exclusive venue for any action related to this Agreement shall be in the federal courts located in Multnomah County, Oregon, U.S.A. You irrevocably submit to the venue and jurisdiction of such courts and waive any objections to such venue and jurisdiction, including, without limitation, objections based on venue, jurisdiction or an inconvenient forum.

If you are a resident of any country other than the United States of America, this Agreement shall be construed and controlled by the laws of the Hong Kong Special Administrative

Region of the People's Republic of China ("Hong Kong"). Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by a single arbitrator appointed by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The location of any such arbitration shall be Hong Kong.

28.0: Severability

If any provision of this Agreement or portion thereof is determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, then such provision will, to the extent permitted by the court, not be voided but will instead be construed to give effect to its intent to the maximum extent permissible under applicable law and the remainder of this Agreement will remain in full force and effect according to its terms.