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Terms and Conditions

The OxBlue Product owned and operated by OxBlue is provided to the Client under the terms and conditions of this End User Terms of Service, and any revisions, operating rules or policies that may be published by OxBlue on the OxBlue website (collectively, "TOS" or "Terms of Service"). The TOS, and any attachment expressly referenced in this TOS, is the complete and exclusive statement of the Agreement between OxBlue and Client and supersedes any prior agreement, oral or written, relating to the subject matter of the TOS. BY USING THE OXBLUE PRODUCT, CLIENT AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREIN. IF YOU DISAGREE WITH ANY PART OF THESE TERMS OF SERVICE, DO NOT USE OR REGISTER FOR THE USE OF THE OXBLUE PRODUCT.

Access To Site

OxBlue expressly prohibits the use of devices (including software) designed to provide repeated automated access to the online system and its Content for any purpose. We reserve the right to take all measures necessary to prevent such access, including denial or termination of service. Only human user-based access is permitted.

Billings/Payments

Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and OxBlue Corporation may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including all reasonable attorneys' fees.

Returns and Refunds

All returns require written authorization. Items shipped to OxBlue without written authorization will not be eligible for a refund and will be returned to sender.

New cameras in an unopened box can be returned for a full refund within 30 days of purchase. Open box cameras and used cameras can be returned within 30 days of purchase subject to a 20% restocking fee. Solar power stations, NPRM's and other accessories may be returned within 30 days of purchase subject to a 30% restocking fee. All sales are final on custom orders and non-OxBlue branded items.

Buyer is responsible for return shipping cost. After 30 days no returns are allowed. Items to be returned must be 100% intact, in the original packaging with all components, cables and/or accessories. We cannot accept items not in the original packaging. If a product is being returned as new, but has clearly been used or damaged prior to its return, we reserve the right to refuse refund completely.

There are no refunds on service. Clients who have a contract or prepaid contract may cancel their contract at any-time subject to paying the difference between their contract rate and the non-contract rate for the term used. For clients with prepaid contracts, should they cancel a prepaid contract and have a remaining credit,

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then this credit may only be used towards future service from OxBlue. All credits expire within 12 months.

Return process:

- Contact OxBlue to discuss the return
- Obtain written authorization from OxBlue for return
- Ship equipment in original OxBlue packaging to OxBlue
- Send corresponding shipment tracking information to OxBlue
- Include written description of reason for return with package

Risk Allocations/Limitation of Liability

It is agreed that Client will limit any and all liability for any damage on account of any error, omission or other professional negligence to a sum not to exceed the amount of the fee. If Client prefers to have higher limits of liability, the limits can be increased by Client's written request at the time of acceptance of this proposal, provided that Client agrees to pay an additional consideration for the higher liability limits because of the greater risk assumed.

Availability of Service

OxBlue uses various coverage maps based on computerized, mathematical predictions of expected coverage. Given the nature of wireless radio engineering, it is impossible to predict with 100% certainty whether a site will have coverage. Actual coverage area may differ substantially from that shown on coverage maps, and coverage may be affected by such things as terrain, weather, foliage, buildings and other construction, signal strength, equipment and other factors. OxBlue does not guarantee coverage, and coverage is subject to change and may not be relied upon. In-building coverage can and will be adversely affected by the thickness/construction type of walls, or location in the building (e.g., in the basement, in the middle of the building with multiple walls, etc.)

Weather Data

Weather data is provided by sources including The Weather Underground, Inc. OxBlue and WUI disclaim all warranties regarding the accuracy, completeness, currency or reliability of the weather data including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, non-infringement or otherwise arising by law or statute. You agree that your use of, or reliance upon, the weather data is at your own discretion and risk. The Weather Underground logo is a trademark of Weather Underground, LLC.



Installation & Support

Client is responsible for testing and installation of the OxBlue Camera System (the "System"). It is the Client's responsibility to install the System per all local codes and requirements. Client shall provide an onsite contact person who is able to provide basic services necessary for the maintenance and operation of the camera including testing, installation and, from time to time, confirmation on the status of System's indicator lights. Should the System require replacement, OxBlue will provide a replacement System (within the US) at no cost to the Client. Client's site contact shall be able to install the replacement System at no cost to OxBlue. Client is responsible for the return of the original unit within 30 days of the replacement unit arriving at site. If the original unit is not returned to OxBlue's office within 30 days of the replacement unit arriving on site, Client agrees to purchase the replacement unit at the price of the original unit which was not returned.

Ownership Documents

All images and time-lapse footage created under this Agreement are instruments of service and are, and shall remain, the property of OxBlue, including all intellectual property rights to them, until such time as they are paid for in full by the Client at which time their ownership shall pass to the Client.

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All intellectual property and other materials owned by OxBlue, including but not limited to trademarks, patents, pending patents, embedded software, and server software, shall remain the exclusive property of OxBlue Corporation. Notwithstanding the foregoing, OxBlue reserves the right to use limited samples of the photos and time-lapse footage produced for the Client for OxBlue's marketing and promotional purposes.

Applicable Law

Int. _____

Unless otherwise specified, venue and the choice of law for this Agreement shall be governed by the laws of the ~~State of Georgia~~ State of California

Safety

OxBlue shall not be responsible for site safety and shall have no right or obligation to direct, interfere with, or stop the work of Client's contractors, agents, or employees. Should OxBlue provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practice, the Contractor, or Client, will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of work and compliance with OSHA regulations, and these regulations will apply continuously and will not be limited to working hours. Any monitoring of the Contractor's procedures conducted by OxBlue does not include review of the adequacy of the Contractor's safety measures in, on, adjacent to, or near the project site.

Services

System services include the acquisition, transfer, backup, viewing access via the interface on the Internet, and online storage of images subject to payment by Client. In addition, continuous upgrades to the System will also be included.

Should the System require replacement, OxBlue Corporation may, at its discretion, use a new or reconditioned System.

Images will be permanently removed when the account they are associated with has had no billable archiving service for a period of 12 months. This process will occur at periodic intervals so Client should assume that after 12 months, any images associated with these accounts will be permanently removed.

Limited Liability

Client expressly agrees that use of the System is at Client's sole risk. Neither OxBlue Corporation, 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. Under no circumstances, including negligence, shall OxBlue Corporation, 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, Client'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 Client paid during the term of this Agreement.

Client expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and that Client is not a third party beneficiary of any agreement between OxBlue and the underlying carrier. In addition, Client acknowledges and agrees that the underlying carrier and its affiliates and contractors shall have no legal, equitable, or other liability of any kind

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to Client and Client hereby waives any and all claims or demands therefore.

Lawful Purpose

Client may only use the System for lawful purposes. Transmission 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

Client agrees to indemnify OxBlue Corporation against liability for any and all use of the Client's account.

Client agrees that it shall defend, indemnify, save and hold OxBlue Corporation harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, asserted against OxBlue Corporation, 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 Client, its agents, employees, or assigns. Client agrees to defend, indemnify and hold harmless OxBlue Corporation against liabilities arising out of (i) any injury to person or property caused by any products sold or otherwise distributed by Client 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 product which Client sold in conjunction with using the System.

Continuous Product Improvement

OxBlue Corporation reserves the right to modify, add, or remove all services and features of the System at any time.

Please report any violations of the TOS to:

OxBlue Corporation

1777 Ellsworth Industrial Blvd NW

Atlanta, GA 30318