IMPORTANT—READ CAREFULLY: This End-User License Agreement, and Supplemental Privacy Policy (this “Agreement”) is a legal agreement between you and the Licensor (“Licensor”), its Reseller and the Manufacturer of the IP Camera (collectively “the Suppliers”) for the use of the Uniden® U Guard APP (the “APP”).

By installing the APP, you agree to be bound by the terms and conditions in this Agreement. If you do not agree to the terms and conditions of this Agreement, do not install the APP. Unauthorized reproduction, distribution or use is subject to civil and criminal penalties. The license granted herein shall only permit usage of the APP in the jurisdiction in which you lawfully purchase the APP.

1. LICENSE
Subject to the terms below, Licensor grants you, under this Agreement, a limited, non-exclusive, no-transferable license (without the right to sublicense except as set forth below) to use the APP on your handheld and/or mobile device, for your internal personal or commercial purposes. All rights of any kind in the APP and all other rights of Licensor, which are not expressly granted in this Agreement, are entirely and exclusively reserved to the Licensor.

2. LIMITATIONS OF USE. You may not:
   a. Sublicense the Software;
   b. Use the Software for commercial or business purpose or for any unlawful purpose;
   c. Reverse engineer, decompile, or disassemble the Software except for the cases and only to the extent when it is directly allowed by the applicable law;
   d. Modify, or create derivative works based upon the Software in whole or in part;
   e. Remove any labels or copyright, trademark or other proprietary notices from the Software or its copies;
   f. Resell, lease, rent or otherwise transfer rights to the Software; or
   g. Export, or re-export the Software outside of the country in which you obtained the Software.

3. PASSWORD AND ACCESS
The Licensor will provide you with a Product ID Code (UID Code) and temporary password which you have to install after downloading the APP. This will enable you to view your IP Camera via your handheld and/or mobile device. You should change your temporary password immediately to avoid that third parties have access to your IP Camera.

You are responsible for maintaining the confidentiality of your password, your UID Code and are fully responsible for all activities that occur under your password and your UID Code. You agree to reset you password immediately should you lose your handheld and/or mobile device or if there be any unauthorized use of your password or any other breach of security.

You agree that the terms of this Agreement shall be binding upon and govern the relationship between the Suppliers and any third party to whom you grant access to your handheld and/or mobile device. You further agree to take any and all action necessary to ensure compliance with, and enforce the terms of, this Agreement, and to indemnify the Suppliers for any and all costs, damages, losses or expenses incurred in respect of such third party user. Suppliers cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.
4. PRIVACY POLICY

You understand that through your use of the APP you consent to the collection and use of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by the Suppliers and its affiliates.

The Suppliers collect information relating to you and your use of the APP in order to provide services and features that are easy to use and responsive to your needs. We use the term “Consumer Information” to refer to any personally identifiable or anonymous information relating to you or your use of any portion of our APP. We use Consumer Information to enhance the APP and to provide you with customer service.

We collect various categories of Consumer Information in connection with your use of the APP and some of this information specifically identifies you or your household, including the following:

“Account Information” is information about you and your account, including your Contact Information (defined below) and other account related information that is necessary or useful for us to manage your account, your subscription to special features or services offered through the Services and privacy preferences. Account Information does not include any personally identifiable Usage Information. Account Information may be provided by you or a technology provider, service provider, third party website, or merchant involved in the development and/or provision of the functionality of the APP. We use your personally identifiable Account Information to establish and service your account with us, bill you for Services (if applicable), assist you in the use of the APP (including customer support), and for other business purposes.

“Contact Information” means information that allows someone to identify or contact you, including, for example: your name, address, telephone number and email address. When you register, you provide us with Contact Information.

In the event that you contact us for customer support, we may also request that you provide additional Contact Information relevant to the support requested by you. You are under no obligation to provide such information. However, we cannot guarantee that we can provide customer support in the event that relevant information related to the use of the APP is not provided. We may retain communications relating to customer support, and information drawn from such communications, for statistical and reference purposes.

“Usage Information” is information including, but not limited to, data regarding System usage. We receive this type of information from the Equipment (as defined below) and the consumer web portal as you use the APP. Usage Information can include your IP address, browser type, domain names, access times and referring website addresses and Wi-Fi service set identifier. This information is used by us for the operation of the APP, to maintain quality of the APPs, and to provide general statistics regarding use of the APP.

We may use independent contractors to assist with our operations. Such contractors may include programmers, consultants, billing and other agents, auditors, attorneys and accountants, collection agencies, and third parties who provide services necessary for us to provide the APP or conduct legitimate business activities in connection with the APP. Some of these contractors will have temporary access to our databases of Consumer Information. Their access to such information will be limited to specific tasks. We also use third parties to help with certain aspects of our operations, which may require disclosure of your Consumer Information to them. For example, we may use a third party to communicate with you (via telephone, email, or letter) about your account or upcoming features or services, to process and collect payment for your Services via your credit card, to generate demographic profiles based on Consumer Information of our customers, and to perform other work as part of or in relation to the System that we may
need to outsource. We may require these contractors and third parties to agree to protect the confidentiality of your Consumer Information and to use it only as necessary to perform the services they are asked to perform.

5. MODIFICATIONS OF THE APP
The Licensor reserves the right at any time and from time to time to modify or discontinue, temporarily, the APP (or any part thereof) with or without notice. You agree that Licensor shall not be liable to you or to any third party for any modification, suspension of the System.

6. INDEMNIFICATION BY YOU AND DEFENSE WAIVER.
In the event any third party, other than your insurance carrier (as subrogee), makes any claim or commences any action against the Suppliers, or any of their present or future officers, directors, employees, parents, subsidiaries, agents, successors, assigns, contractors, licensees or affiliates related in any manner to this Agreement, or the use, failure to use, or inability to use the APP whether based upon or due to alleged defects, acts or omissions, active or passive negligence, strict or product liability, breach of warranty or contract, libel, slander, property damage, personal injury or death, or otherwise, you agree to and shall indemnify, defend and hold them harmless, jointly and severally, from and against all liabilities, losses, claims, damages and judgments, including but not limited to payment of all costs, interest, expenses and attorney’s fees. You hereby waive any and all rights to interpose any claim, defense, counterclaim or third party claim against the Suppliers, and their present or future officers, directors, employees, parents, subsidiaries, agents, successors, assigns, contractors, licensees or affiliates in the event any action is commenced against you by any third party.

7. WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS
THIS SOFTWARE, AND ANY AND ALL ACcompanyING SOFTWARE, FILES, DATA AND MATERIALS, ARE DISTRIBUTED AND PROVIDED AS IS, AND THE APP IS PROVIDED AS IS, AND WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE SUPPLIERS EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE APP REMAINS WITH YOU. TO THE FULLEST EXTENT PERMITTED BY LAW, THE SUPPLIERS DISCLAIM ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE APP. TO THE FULLEST EXTENT PERMITTED BY LAW, THE SUPPLIERS DISCLAIM ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE APP OR RECEIVED THROUGH ANY LINKS PROVIDED, AS WELL AS FOR ANY INFORMATION RECEIVED THROUGH THE APP OR THROUGH ANY LINKS PROVIDED BY THE APP. THE SUPPLIERS SIMILARLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY WARRANTIES FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH THE APP YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SUPPLIERS DISCLAIM ANY AND ALL RESPONSIBILITY OR LIABILITY FOR (1) THE ACCURACY, COMPLETENESS, LEGALITY, RELIABILITY, OR OPERABILITY OR AVAILABILITY OF ANY CONTENT OR INFORMATION OR MATERIAL PROVIDED BY OR ACCESSIBLE THROUGH THE APP; OR (2) THE USE OF OR INABILITY TO USE THE APP; OR (3) THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL; OR (4) INFORMATION COMMUNICATED THROUGH MESSAGE BOARDS OR OTHER FORUMS; OR (5) ANY OTHER FAILURE TO PERFORM BY THE SUPPLIERS.
THE SUPPLIERS EXPRESSLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY FOR ANY HARM RESULTING FROM DOWNLOADING OR ACCESSING ANY INFORMATION OR MATERIAL THROUGH


THE APP, INCLUDING, WITHOUT LIMITATION, FOR HARM CAUSED BY VIRUSES OR SIMILAR
CONTAMINATION OR DESTRUCTIVE FEATURES.
THE SUPPLIERS MAKE NO WARRANTY REGARDING THE RELIABILITY OR ACCESSIBILITY OF ANY
DATA STORAGE FACILITIES OFFERED BY THE SUPPLIERS. YOU UNDERSTAND AND AGREE THAT
ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE APP IS
DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR
ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE
DOWNLOAD OF SUCH MATERIAL.
IF THE SUPPLIERS SHOULD NEVERTHELESS BE FOUND LIABLE, WHETHER DIRECTLY OR
INDIRECTLY, FOR ANY LOSS, DAMAGE OR INJURY ARISING UNDER THIS AGREEMENT OR
OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, (INCLUDING
WITHOUT LIMITATION BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN
TORT OR OTHERWISE), EVEN IF AS A RESULT OF THEIR NEGLIGENCE OR GROSS NEGLIGENCE,
THEIR TOTAL MAXIMUM LIABILITY IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED $100.00
WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST THEM. IN ADDITION, IN NO
EVENT SHALL THE SUPPLIERS OR THEIR RESPECTIVE PRINCIPALS, SHAREHOLDERS, OFFICERS,
EMPLOYEES, AFFILIATES, CONTRACTORS, SUBSIDIARIES, OR PARENT ORGANIZATIONS, BE LIABLE
FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER
RELATING TO THE USE OF THE APP OR ANY COMPONENT THEREOF OR TO YOUR RELATIONSHIP
WITH THE SUPPLIERS, EVEN IF THE SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH
DAMAGES.
UNDER NO CIRCUMSTANCES SHALL THE SUPPLIERS BE HELD LIABLE FOR ANY DELAY OR FAILURE
IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR
CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET
FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES,
OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS,
INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS,
STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC
OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR LOSS OF OR
FLUCTUATIONS IN HEAT, LIGHT, OR AIR CONDITIONING.

8. NO GUARANTEE
The APP is intended to operate over the internet; the Suppliers shall have no liability arising out
of or resulting from the failure to transmit or receive any message as a result of their respective
connections with or to the internet or as a result of your internet or wireless connection. You
acknowledge that you have purchased internet connectivity services from a third party provider
and that you hereby release the Suppliers from all liability resulting there from. The Suppliers do
not guarantee that the APP will be compatible with all mobile and/or handheld devices.

9. CHOICE OF LAW
This License Agreement shall be governed by the laws of the State of Texas, excluding the
application of its conflict of law rules. All disputes arising from this Agreement shall be
considered by the competent court in Tarrant County, Texas, provided that Uniden may also
initiate proceedings in the courts of the country where you are domiciled and/or residing. This
Agreement shall not be governed by the United Nations Convention on Contracts for the
International Sale of Goods, the application of which is expressly excluded.

9. MISCELLANEOUS
You hereby acknowledge that you are duly authorized to execute and deliver this Agreement. This Agreement has been duly executed and delivered by you and this Agreement constitutes a legal, valid and binding obligation, enforceable against you in accordance with its terms.

The failure of the Suppliers to enforce at any time any of the provisions of this Agreement shall not be construed to be a continuing waiver of any provisions hereunder nor shall any such failure prejudice the right of the Suppliers to take any action in the future to enforce any provisions hereunder.

It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of any provision of this Agreement by you may cause the Supplier irreparable damage for which recovery of money damages would be inadequate, and that the Suppliers shall therefore be entitled to obtain timely injunctive relief to protect the Supplier’s rights under this Agreement in addition to any and all remedies available at law.

Nothing contained herein shall be construed as creating any agency, employment, relationship, partnership, principal-agent or other form of joint enterprise between the parties.

The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement.

Neither this Agreement nor any of the rights, interests or obligations provided by this Agreement may be transferred or assigned by you without the prior written consent of the Suppliers. The Suppliers may assign this Agreement, in whole or in part, in its sole discretion.

This Agreement shall be binding upon the parties and each of their present and future officers, directors, employees, parents, subsidiaries, agents, successors, assigns, contractors, licensees, affiliates, family members and guests and authorized users.

The provisions of this Agreement shall apply to the fullest extent permitted by law and be interpreted and applied to a lesser extent, where necessary to be valid. The invalidity or unenforceability of any provision of this agreement shall not affect any other provision and all such other provisions shall remain in full force and effect without change or modification thereof. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. All notices under this Agreement shall be given in writing by mail at the addresses set forth herein or as may be supplied in the future.