

**Last Modified: January 15, 2018**

**1. Acceptance of the Terms of Use.**

Wirepath Home Systems, LLC d/b/a SnapAv (“Company”, “we” or “us”) maintains the Luma Surveillance, Wirepath and Visualint apps, including any content, functionality and services offered on or associated with the apps (collectively the “App”). The following terms and conditions (“Terms of Use”) govern your access to and use of the App, whether as a guest or a registered user. Please read the Terms of Use carefully before you start to use the App. By using the App, or by clicking to accept or agree to the Terms of Use if or when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use. If you do not want to agree to these Terms of Use, you must not access the App. If you have any questions about these Terms of Use, we welcome your feedback and suggestions. Please contact us at [Support@SnapAV.com](mailto:Support@SnapAV.com)

**2. Acceptance of Privacy Policy.**

All information we collect through the App is subject to our Privacy Policy, described after these Terms of Use. By using the App, or by clicking to accept or agree to the Terms of Use if and when this option is made available to you, you accept and agree to be bound and abide by our Privacy Policy. If you do not want to agree to our Privacy Policy, you must not provide us any personal information.

**3. Changes to the Terms of Use.**

We may revise and update these Terms of Use from time to time at our sole discretion. If we make material changes to these Terms of Use or our Privacy Policy, we will let you know either through a notice on the App’s homepage or via email (at the email address you provide). All changes are effective immediately when we post them. Your continued use of the App following the posting of revised Terms of Use means that you accept and agree to the changes. You must check this page frequently so that you are aware of any changes, and immediately discontinue access or use of the App if you do not want to agree to the revised Terms of Use.

**4. Website and App Access and Account Security.**

Our customer’s ability to access the App is of the utmost importance to us. We will make a commercially reasonable effort to ensure that the App remain available to registered users. However, we cannot always control Internet access, and we will not be liable if for any reason all or any part of the App is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have Internet access to the App. We may at any time decide to alter, amend, modify, terminate or change any functionality or portion of either the App at our sole discretion, and you understand that there is no guarantee that the App or any portion or functionality of either will continue to operate or be available for any particular period of time. To access the App or some of the resources it offers, you will be asked to provide certain registration details or other information. You must provide information that is correct, current and complete. You must treat your user name and password as confidential, and not disclose them to any other person or entity, or allow any other person to obtain services using your user name and password. You agree to notify us immediately of any unauthorized access to or use of your user name or password.

**5. Intellectual Property Rights.**

The App and their entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) are

owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You may not reproduce, distribute, modify, create derivative works of, publicly display, republish, download, store, transmit, copy or use any portion of the Website, the App or their entire contents, features and functionality without our consent.

#### **6. Trademarks.**

The Company name and all related names, logos, product and service names, designs and slogans are trademarks of the Company. You may not use or display such marks, or any substantial similar marks, in whole or in part in any jurisdiction, without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Website or the App are the trademarks of their respective owners.

#### **7. Prohibited Uses.**

You agree not to use the App or any services we may provide to you in any way that violates any applicable federal, state, local or international law or regulation, that restricts or inhibits anyone's use or enjoyment of the App, or that may harm the Company or users of the Website and the App or expose them to liability. Additionally, you agree not to use the App or any services in any manner that could disable, overburden, damage, or impair the App or interfere with any other party's use of the App, including their ability to engage in real time activities through the App.

#### **8. International Use.**

The App is controlled and operated by the Company and its agents from their offices within the United States. The Company makes no representations or guarantees that the App or their content or any services provided therein are appropriate or available for use in other locations. Access to the App may not be legal by certain persons or in certain countries. If it is illegal or prohibited in your country of origin to access or use the App, then you should not do so. If you access the App from outside the United States, you do so on your own initiative and are responsible for compliance with local laws and regulations.

The United States controls the export of any software downloadable from the App. No software or any other materials associated with the App may be downloaded or otherwise exported or re-exported to countries or persons prohibited under export control laws, including but not limited to countries against which the United States has embargoed goods, or to anyone on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Table of Deny Orders. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of any such materials. By using and/or downloading any such materials from the App, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country to which such import, export, or re-export is prohibited or are not a person or entity to which such export is prohibited. These assurances and commitments shall survive any termination of the Terms of Use and your use of the App.

#### **9. Disclaimer of Warranties.**

We cannot and do not guarantee or warrant that files available for downloading from the Internet or the App will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL

NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE THE APP OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY LINKED WEBSITE. YOUR USE OF THE APP, AND THEIR CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP IS AT YOUR OWN RISK. THE APP, AND THEIR CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE APP. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE APP, THE CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR APP OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE APP OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**10. Limitation on Liability.**

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE APP, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE, THE APP OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP OR SUCH OTHER WEBSITES. THIS DISCLAIMER INCLUDES ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**11. Indemnification.**

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the App, including, but not limited to, any use of the App's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the App.

**12. Jurisdiction.** The App is not intended to submit the Company to the laws or jurisdiction of any state, country or territory other than the State of North Carolina. The laws of the State of North Carolina (without regard to conflict of law principles) will govern the enforcement of these Terms of Use and any disputes that may arise hereunder or result from your use of the App, and you agree to submit to the exclusive personal jurisdiction and venue of any state or federal court located therein (except that we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country) and you waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. Any cause of action by you with respect to the App (and/or any content, information, data, files, software, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in the Terms of Use. The language in the Terms of Use shall be interpreted as to its fair meaning and not strictly for or against either party.

**13. Limitation on Time to File Claims.**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE, THE APP MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**14. No Waiver.**

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

**15. Entire Agreement.**

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and us with respect to the App and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the App.

**16. Cancelling Your Account.**

You can cancel your account at any time by sending an email to [Support@SnapAV.com](mailto:Support@SnapAV.com). Upon cancelling your account, your data will be marked for deletion.

**Privacy Policy**

**1. Introduction**

Wirepath Home Systems, LLC d/b/a SnapAv (“Company”, “we” or “us”) provides online and mobile services, including the Luma Surveillance, Wirepath and Visualint mobile applications (the “App”) to connect with and control the hardware and devices provided by the Company. We respect your privacy and are committed to protecting it through our compliance with this policy. This policy describes the types of information we may collect from you or that you may provide when you visit any SnapAV website (the “Website”) or use the App,

or our services, and our practices for collecting, using, maintaining, protecting and disclosing that information. This policy applies to any information that we collect on the Website or through the App, including any information in any e-mails, posts, texts and other electronic messages between you and the Website and any information about you transferred to the Website from the App or from other websites. This policy does not apply to any information that we collect by any other means, including offline collection. Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, you can choose not to use the Website or the App. By accessing or using the Website or the App, you agree to this privacy policy. This policy may change from time to time. Your continued use of the Website or the App after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

## **2. What Information Do We Collect?**

We collect several types of information from and about users of the Website and the App, including information by which you may be personally identified, such as name and e-mail address ("Personal Information"). The information we collect on or through the Website and the App may include information that you provide by registering to use the Website or the App, using our services, posting material, requesting further services or reporting a problem with the Website or the App or information provided to us through an installer that installed the product the App supports. We will also retain records and copies of your correspondence (including e-mail addresses), if you contact us. As you navigate through and interact with the Website or the App, we may automatically collect certain traffic data and usage information to help us manage our content and improve your use of the Website and the App. This may include information about your equipment, your IP address and your browsing actions and patterns when you visit the Website or the App, including the referring and exit pages. The technologies that we use for this automatic data collection may include cookies that are stored on your computer or mobile device and small embedded electronic files known as web beacons (also referred to as clear gifs, pixel tags and single-pixel gifs) on the Website or the App that permit us to count users and obtain other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity). You also may provide information to be posted or displayed on public areas of the Website and the App ("User Contributions"). Your User Contributions are posted on and transmitted to others at your own risk. We cannot control the actions of other users of the Website or the App with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

## **3. Do We Track Your Information?**

We do not collect Personal Information about your on-line activities over time and across third party websites or on-line services when you use the Website, the App or their services. Other parties may be able to collect Personal Information about your on-line activities over time and across third party websites or on-line services when you use the Website, the App or their services.

## **4. How Do We Use Your Information?**

We use information that we collect about you or that you provide to us, including any Personal Information, to present the Website's and the App's contents to you, to respond to your customer support requests, to provide you with information, products or services that you request from us and to fulfill any other purpose for which you provide the information. We may also use your Personal Information to notify you about changes

to the Website or the App, or any products or services we offer or provide through them and to carry out our obligations and enforce our rights arising from any contracts entered into between you and us. We may also use the information that you provide in any other way that we describe when you provide the information and for any other purpose with your consent. We will never share your Personal Information with advertisers or send you promotions for unrelated services.

#### **5. How Do We Disclose Your Information?**

We may convert or combine some Personal Information of users into de-identified or aggregated data that does not disclose any of the Personal Information of any individual user. We do this to analyze how we can improve our service. We may disclose any such de-identified or aggregated data without restriction, and may share this information with third party analytics companies, but such aggregate information does not contain Personal Information. We may disclose Personal Information to our subsidiaries and affiliates and to any contractors, service providers and other third parties who need to know such information to support our permitted uses of Personal Information. We may disclose such Personal Information to a buyer or other successor to our business in the event of a sale of equity or assets, reorganization, merger or a similar corporate transaction. Some of the information that we collect from cookies relates to your personal use of the Website or the App and allows us to store information about your preferences, speed up your searches and recognize you when you return to the Website or the App. Except as otherwise expressly provided in this policy, this information is not shared with third parties. Other information that we collect from cookies and web beacons is not tied to your Personal Information and enables us to estimate our audience size and usage patterns. This traffic data may be shared with third parties. We may also disclose your Personal Information for any other purpose disclosed when the information is provided, and for any other purpose with your consent. We may also disclose your Personal Information to comply with any court order, law or legal process, including to respond to any government or regulatory request and to enforce or apply our terms of use or terms of sale, including for billing and collection purposes, or if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of our customers or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

#### **6. What Choices Do You Have About How We Use and Disclose Your Information?**

You have certain choices regarding the Personal Information you provide to us. You can set your browser to refuse all or some browser cookies. If you disable or refuse cookies, some parts of the Website or the App may then be inaccessible or not function properly.

#### **7. How Can You Access and Correct Your Information?**

You can review and change your Personal Information by logging into the Website or the App and visiting your account profile page. You may also send us an e-mail at [Support@SnapAV.com](mailto:Support@SnapAV.com) to request access to, correct or delete any Personal Information that you have provided to us. We cannot delete your Personal Information except by also deleting your user account. We may not accommodate a request to change Personal Information if we believe the change would violate any law or legal requirement or cause the information to be incorrect. You can cancel your account at any time by sending an email to [Support@SnapAV.com](mailto:Support@SnapAV.com). Upon cancelling your account, your data will be marked for deletion. If you delete your User Contributions from the Website or the App, copies of your User Contributions may remain viewable in cached and archived pages, or might have been copied or stored by other Website users.

## **8. Children Under the Age of 13**

The Website and the App are not intended for children under 13 years of age, and no one under age 13 may provide any information to the Website or the App. We do not knowingly collect Personal Information from children under 13. If you are under 13, do not use or provide any information on the Website or the App, use any of the interactive or public comment features of the Website or the App or provide any information about yourself to us, including your name, address, telephone number, e-mail address or any screen name or user name you may use. If we learn we have collected or received Personal Information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at [Support@SnapAV.com](mailto:Support@SnapAV.com).

## **9. Your California Privacy Rights**

If you are a California resident, you may obtain certain information regarding our disclosure of your Personal Information to third parties for their direct marketing purposes. To make such a request or to opt out, please send an e-mail to [Support@SnapAV.com](mailto:Support@SnapAV.com) or write us at: 1800 Continental Blvd, Suite 200, Charlotte, NC, 28273.

## **10. Users Outside of the United States**

The Website and the App are hosted in the United States and our services are provided from the United States. It is possible that certain information will be stored on servers in multiple other countries on the "cloud" or other similar distributed hosting platforms. If you are a user accessing the Website, the App, or their services from another country, please be aware that information you provide to us or that we obtain as a result of your use of the Website or the App may be processed in and transferred to the United States and will be subject to United State law, which may not be equivalent to the laws in your country of residence. By using the Website or the App, you consent to the collection, transfer, storage, and processing of information to and in the United States and other jurisdictions as indicated above, and to our use of your Personal Information in accordance with this Policy.

## **11. How Is Data Secured?**

We have implemented measures designed to secure your Personal Information from accidental loss and from unauthorized access, use, alteration and disclosure. All information that you provide to us is stored on our servers behind firewalls and certain Personal Information will be encrypted using secure socket layer (SSL) technology. The safety and security of your information also depends on you. When we have given you (or where you have chosen) a password for access to certain parts of the Website or the App, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information in public areas of the Website or the App such as message boards. The information you share in public areas may be viewed by any user of the Website or the App. Unfortunately, the transmission of information over the Internet is not completely secure. Although we have implemented security measures that we think are adequate, we cannot guarantee the security of your Personal Information transmitted to the Website or the App. Any transmission of Personal Information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website or the App.

## **12. Changes to Our Privacy Policy**

We post any changes we make to our Privacy Policy on this page. If we make material changes to how we treat our users' Personal Information, we will let you know either through a notice on the Website's or the App's homepage or via email (at the email address you provide). The date the Privacy Policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable e-mail address for you, and for periodically visiting the Website or the App and this Privacy Policy to check for any changes.

## **13. Contact Information**

To ask questions or comment about this Privacy Policy and our privacy practices, contact us at [Support@SnapAV.com](mailto:Support@SnapAV.com)