



Standard Terms & Conditions

These Standard Terms and Conditions apply to services supplied to dealers, integrators and solution providers by CAMVIEW360 LLC.

1. The Agreement

1.1. An agreement is formed when you apply to acquire the Cloud-Based Video Surveillance service from us and we accept your application. The application may be made over the phone, or by completing an online ordering process or a physical order form. Any required forms will require your signature. You warrant that you are over 18 years of age and legally entitled to enter into the agreement.

1.2. The agreement will be made up of:

- (a) Your application;
- (b) The service description;
- (c) The plan brochure or other document provided to you relating to the service during the application process; and
- (d) These Standard Terms and Conditions.

1.3. If there is inconsistency between any part of the agreement, the inconsistency will be resolved according to the following order of priority:

- (a) The plan brochure;
- (b) The service description;
- (c) These Standard Terms and Conditions; and then
- (d) Your application.

2. Period of the Agreement

2.1. The agreement commences when your application is accepted by us.

2.2. For contracts other than fixed period contracts, the agreement will continue until it is terminated by either party on 30 day's notice or otherwise in accordance with the agreement.

2.3. For fixed period contracts, the agreement will continue:

(a) For the minimum contract period referred to in your application or in the service description or plan brochure;
or

(b) Until it is terminated in accordance with clause 12.

2.4. If neither you nor we cancel the agreement at the end of the fixed period contract, we will continue to supply the service to you on a month-to-month basis.

2.5. If we will not continue to provide the service to you at the end of the fixed-period contract or if we wish to change the terms of the agreement, including charges, we will inform you of this at least 30 days before the end of the fixed period contract.

3. Changes to the Agreement

3.1. We may change the agreement in the following circumstances:

(a) Where you agree to the change;

(b) Where the change will not adversely affect you and, before the changes take effect, we have given you notice of the change;

(c) Where the change is in relation to CAMVIEW360 platform updates of Severity 1 and, before the changes take effect, we have given you notice of the change;

(d) Where the change is to deploy a non-Severity 1 update and, before the changes take effect, we have given you notice of the change;

(e) Where the change is to introduce or to vary a charge associated with a content or premium service where we rely on a third party for the service and the third party increases its price to us and, before the changes take effect, we have given you reasonable notice of the change;

(f) If the agreement is a fixed period contract and the change is adverse to you, and we provide to you not less than 30 days notice of the change.

3.2. We may withdraw any plans/packages at any time by giving you notice but such withdrawals will only take effect from the end of your then current fixed-period contract.

3.3. Notice of a change to the agreement may be given by us:

(a) By email to your nominated account email address,

(b) With or as part of a bill, or

(c) Otherwise in writing, including by fax or mail.

3.4. Changes to these standard terms or a service description will be made available online and you are encouraged to check our website regularly.

3.5. If we change the agreement under clause 3.1(f), you may cancel the agreement within 30 days of the date of the notice without incurring charges, other than usage or network access charges to the date the agreement ends and outstanding amounts for installation or for equipment with other suppliers' services.

3.6. Your ongoing use of the service after the date of a variation, alteration, replacement or revocation or on the expiry of the 30-day period, is deemed acceptance of the variation, alteration, replacement or revocation.

4. Applications

4.1. You warrant that information provided to us in the application is true and correct in all material respects and you acknowledge that we will rely on it. You agree that, if you give us incorrect information during an application which is then relied upon and used by a third party carrier for the provision or attempted provision of a service, you will be liable for a resubmission payment to us.

4.2. An application for Service may be refused by us in the following circumstances:

(a) Where there is a technical limitation to our ability to provide you the service, including where there are network capacity constraints;

(b) Where you have not completed an application process correctly or have been unwilling to provide us with a document or information we require;

(c) Where you do not meet our credit assessment criteria.

4.3. By applying for a service, you authorize to communicate with credit referencing bodies/associations about your credit history and in so doing to provide them with the details that you have provided to us. We may do this from time to time during the term of the agreement

4.4. We may apply restrictions to a service where you have not met our credit assessment criteria. We will advise you of the general nature of the reasons for these restrictions and, if applicable, how you may access services which have been restricted.

4.5. We may pay commission to a dealer or agent acting on our behalf who is involved in your application process.

5. Your Private Information

5.1. As part of your application and in connection with the provision of service to you, we may obtain private information about you. CAMVIEW360 is required by law to collect certain Personal Information about you, including your name, address and telephone service number.

5.2. We use our best endeavors to comply with a privacy policy which is available on our website or by contacting us. This policy governs the information we collect on you, how we use it and your rights to access it. You consent to us to collect and disclose your personal information including any unlisted telephone number and address from or to:

(a) Any credit providers or credit reporting agencies to use the information for all purposes permitted by the Privacy Act (1974) including to obtain a credit report about you or your registered business, maintaining a credit information file about you, or notifying a default by you;

(b) Any law enforcement agencies to use the information to assist them in the prevention or prosecution of criminal activities;

(c) To conduct ongoing credit management of your account;

(d) Any of our shareholders, related entities, suppliers, agents or professional advisers for reporting, accounting, product supply and service, marketing and audit purposes;

(e) Any upstream supplier to us to use the information for any purposes connected with the service or your use of the service; and

(f) Any person who provides us with your username(s) or password(s).

5.3. From time to time we will update you on our services, news, promotions and offers including those from related or affiliated organizations. You consent to us contacting you at any time (including after you have terminated the agreement), for this purpose through any available contact methods. You can withdraw your consent at any time by contacting us.

6. Minimum Contract Period

6.1. The minimum contract period is the minimum fixed period during which you must acquire the service. The minimum contract period may be specified in your application or in the plan. The minimum contract period commences when the service is activated.

6.2. If, during the minimum contract period, you cancel the service or we cancel the service because of your default, you may be liable to pay an early termination charge which is either set out in the plan brochure or in the service description.

6.3. Once the Minimum Contract Period is over, your service will continue to renew automatically, and you will continue to be charged for the service, until such time as you or we cancel the service by giving 30 days notice.

7. Usage

7.1. You acknowledge that charges will be incurred when the service is used. It is therefore important that you take steps to ensure that such usage does not occur without your authorization. You should ensure that you are in control of devices that might make use of your services, such as computers, handsets, mobile phones, and wireless devices connected to your service and that third parties cannot access or use such equipment without your authority. You acknowledge that usage of some services can occur because of an infection of your computer with a virus or due to other unauthorized third party intrusions. You should ensure that you have appropriate protection systems operating on your equipment to restrict or limit the possibility of unauthorized usage.

7.2. As we are not able to control access or storage / usage of your IP cameras and other equipment, you are responsible for all usage and storage charges in respect of the use of the service, whether or not such usage was authorized by you, unless the usage was caused by a mistake by us.

7.3. You are not permitted to authorize a third party to use your service without direct supervision and/or written authorization by us.

7.4. You acknowledge that we cannot be held responsible for any loss incurred by you because of faults and/or failures within a third party carrier's network and associated infrastructure.

7.5. While we will use our best endeavors in providing the service, you use it at your own risk. Even if you lose some equipment or video or permit another person to use your service, you are solely responsible for its use including:

- (a) The video and images captured and stored and notifications /messages sent;
- (b) The sites and content accessed;
- (c) The content or software downloaded and the effect it may have on your equipment or service;
- (d) The products and services purchased;
- (e) The information provided to others;
- (f) The installation or use of any equipment or software whether provided by us or not;
- (g) The modification of any settings or data on your service or related services or equipment whether instructed by us or not;
- (h) The personal supervision of any users under the age of 18 who use the service; and
- (i) The lawfulness of your activities when using the service and accessing any sites and third party content.

7.6. The service is provided to you on the basis that it is used only for approved purposes. In particular you must:

- (a) Not use the service in any manner involving illegal, malicious, deceptive or misleading activity; not use the service in any way which creates a conflict or negatively impacts the platform provider.
- (b) Not breach any standards, content requirements or codes set out by any relevant authority or industry body;
- (c) Not use the service in any way which interferes with the operations of the service network, the video web portal and platform and anyone else's enjoyment of their service or which upsets or offends any person;
- (d) Not use the service for any purpose other than described in the application and agreements or in any way distribute or resell the service without our written permission;
- (e) Obey all laws, regulations, guidelines and our reasonable instructions concerning your use of the service;
- (f) Give us all information and cooperation that we may need in relation to the service; and
- (g) Advise us of changes in your personal information such as account details, debit or credit card details and expiry dates and billing and service addresses.

7.7. You must not use the service in a way which contravenes any fair use policy, acceptable use policy or fair go policy that applies to the service.

7.8. We may suspend or terminate, with or without notice, your service if, in CAMVIEW360's reasonable opinion, the service has been directly or indirectly involved in activities that are detrimental to our video service, storage or jeopardizes the use of our service or its performance for other customers or how the wider community will perceive CAMVIEW360. Such activities include but are not limited to:

- (a) Illegal or unlawful video streaming and storage; Video recording and storage of any content which is deemed unacceptable by CAMVIEW360.
- (b) Being listed or causing the listing of us or our other customers on any real-time blacklist;
- (c) Video recordings or images to unsolicited recipients making commercial advertising, informational announcements, charity requests, petitions for signatures, chain letters and political or religious messages;
- (d) Attempting to obtain unauthorized access to other video storage systems; and
- (e) Making misrepresentations or abusive or offensive behavior in newsgroups and other online facilities.

In any of the above circumstances, if we elect to proceed without giving notice, we will initially only suspend the service and will provide you notice of the suspension having occurred and the grounds on which the suspension was made. We will reasonably consider any evidence or submissions you may provide to us to demonstrate that the service was not used for the activity. If we are satisfied that the service was not used for the activity, we will reinstate the service as soon as practicable. If we are not so satisfied, we will terminate the service by giving notice.

7.9. You must not use the service in a way or post to or transmit to or via the service any material which interferes with other users or defames, harasses, threatens, menaces, offends or restricts any person or which inhibits any other customer from using or enjoying the service. You must not use the service to send unsolicited images or video recordings to anyone. You must not attempt any of these acts or permit another person to do any of these acts.

7.10. We may suspend without notice your account if it has been used in offensive and/or illegal activities under Federal, State and/or Commonwealth laws. This includes the dissemination of banned pornographic material and other illegal content. In such cases, the relevant law enforcement agency(ies) will be notified, and offending material(s) may be passed on to them.

7.11. If who use a website or web hosting service provided by us for the public dissemination of violent or pornographic material, you must issue appropriate content warnings and provide viewing guidelines on your website, as per the Classification Act. This is especially important with respect to content which is likely to be considered unsuitable for children according to the Classification Guidelines provided in the Act. If it is brought to our attention that these appropriate content warnings and/or viewing guidelines have not been provided, then we reserve the right to suspend or terminate your account and pass this information on to the relevant authorities.

7.12. What constitutes inappropriate use will be determined by us, at our sole discretion provided that we act reasonably.

7.13. We may monitor the use of your service, however we do not promise to do so. If we identify excessive use or unusual activity, we may temporarily restrict or suspend your service. If we do so we will endeavor to contact you via your nominated primary contact details. We may require an advance payment before your service is restored. You should not rely on us to contact you or to suspend your service in the event of excessive or unusual activity.

7.14. We may investigate any misuse of the service by you, in conjunction with relevant law enforcement agencies. If your use of the service results in loss to other users or us, you may be liable to pay compensation.

8. IP Addresses

8.1. You agree that the IP Address(es) issued to you for use in connection with a service are only issued to you for use during the term of your acquisition of the service. On termination of the service, your right to use the IP Address(es) ceases.

8.2. We are responsible for all DNS delegation and routing in connection with the service.

9. Billing and account payment

9.1. The plan brochure or service description has provided that bills will be issued. Payment will be made via credit card, debit card, wire, ach or via check.

9.2. Payments may be made to us through our available payment methods. Invoices will be sent to you by mail and/or email notification for billing period. You must pay all outstanding amounts by the due date as shown on your invoice.

9.3. If you have chosen to use our direct debit facilities, including credit card and we have not received your payment by the due date, unless we agree with you otherwise, we will debit / credit your nominated account on or after the due date. We may continue to do so at any time until all amounts due are paid.

9.4. Where in our opinion you have a reasonable claim or dispute with an invoice or a debit, we will suspend our collection or recovery processes until a determination on your claim or dispute has been made. We will reimburse any incorrectly debited amount as soon as reasonably practicable.

9.5. All administration, registration and set-up fees are non-refundable.

9.6. If you require us to send to you a printed copy of an invoice, this may be subject to an administration fee of \$3.00 will apply per request.

9.7. Accepted credit cards: Visa, Mastercard, American Express, Diners Club. Accounts paid with an American Express or Diners Club card will incur a surcharge of 3.2% of the debited amount when we debit the card.

9.8. You are responsible for ensuring there is sufficient funds/credit available in your nominated credit card or direct debit account at any time we debit the account. You must pay dishonor fees and any other charges, expenses or losses resulting from our attempting unsuccessfully to debit the credit card or direct debit account unless the failure was due to a clear error on our part. Dishonored checks incur a \$16.50 handling charge. Direct Debit rejections incur a \$10.00 charge.

9.9. You are required to inform us if your credit card is due to expire at least two weeks prior to the expiry date and are required to provide us with details of a current credit card. You must also advise us if your nominated direct debit account is transferred or closed, or the account details have changed.

9.10. Where a customer provides a new credit card number or re-advises a credit card number, CAMVIEW360 will immediately debit the credit card for any outstanding amount owing or an amount of \$1 if there is no current amount owing. This debit is to confirm with the Customer's financial institution that the card number and CVC are correct. The CVC is not retained by CAMVIEW360. The amount received is credited to the customer's account.

9.11. CAMVIEW360 will not accept Prepaid Visa/Master credit cards or gift cards.

9.12. If you have failed to pay to CAMVIEW360 an amount which is due, we may send an appropriate notice to you refer the debt to a third party collections agent for the purpose of collection activity. You must pay all costs, charges and expenses that we may incur in relation to our attempts to recover all debts due by you to us, including accounting, mercantile agent's costs and interest.

10. Bank account direct debit terms

10.1. If you have arranged to pay us by providing a Direct Debit Request ("Your Direct Debt Request"), this clause sets out the terms on which we accept and act to debit amounts from your account under the Direct Debit System.

10.2. We agree to be bound by this clause when we receive your Direct Debit Request complete with the particulars we need to draw an amount under it.

10.3. We may have requested from you an online or verbal declaration giving us authority to deduct monies from your bank account. By agreeing to this declaration you will be regarded as having 'signed' a Direct Debit Request (DDR) Form. You also agree that we may reproduce this document from our electronic records and that the reproduced document shall, in the absence of error, be an accurate copy of this document signed by you.

10.4. If you are not authorized to operate this bank account by yourself then those person(s) whose authority is required must complete and sign a DDR and return it to us.

10.5. As recipient of a Direct Debit Facility (DDF) from you, we will:

(a) Provide you with a statement of the amounts we draw under your Direct Debit Request every month;

(b) Provide you at least 21 days notice in writing, if we propose to:

(i) Change our procedures in this agreement;

(ii) Change the terms of your Direct Debit Request; or

(iii) Cancel your Direct Debit Request.

(c) Agree to deal with any dispute raised under your Direct Debit Request as follows: We will investigate the dispute and if it is found that the amount has been debited in error we will refund the disputed amount within 5

business days. Where it is found that the disputed amount has been debited correctly and in accordance to the terms of the Direct Debit Agreement, we will notify you of that outcome in writing within 5 business days; and

(d) Not disclose any personal information provided to us under the Direct Debit Request, which is not generally available, unless: you dispute any amount we draw under your Direct Debit Request and we need to disclose any information relating to your Direct Debit Request or to any amount we draw under it to the Financial Institution at which your account is held or the Financial Institution which sponsors our use of the Direct Debit System or both of them; you consent to that disclosure; or we are required to disclose that information by law.

10.6. As the provider of DDF you:

(a) Authorize us to draw money from your account in accordance with the terms of your Direct Debit Request and the agreement;

(b) Acknowledge that if the day on which you are due to make payment to us is not a business day we draw under your Direct Debit Request on the next business day following the normal payment date. You will need to enquire directly with your Financial Institution if you are uncertain when they will process an amount we draw under your Direct Debit Request on a day that is not a business day;

(c) May ask us to:

(i) Alter the terms of your Direct Debit Request;

(ii) Defer a payment to be made under your Direct Debit Request;

(iii) Stop a drawing under your Direct Debit Request. In such instances an alternative method of payment must be arranged 3 days prior to the due date and payment received by the due date; or

(iv) May cancel all your services including your Direct Debit Request by sending a written request including your customer number and telephone number to us;

(d) Will advise us of any disputed amount drawn under your Direct Debit Request as soon as practically possible by notifying us of your dispute by letter or fax, (include your customer number and telephone number to us) and provide us with details of the payments in dispute and reasons for the dispute. We will endeavor to resolve any dispute within 21 days. Disputes may also be directed to your own Financial Institution;

(e) Acknowledge it is your responsibility to ensure there are sufficient clear funds available in your account by the due date, on which we will draw any amount under your Direct Debit Request, to enable us to obtain payment in accordance with your Direct Debit Request;

(f) Acknowledge that if your Financial Institution rejects any of our attempts to draw an amount in accordance with your Direct Debit Request, we will recharge any dishonor fees charged to us by the Financial Institution, to your account. We will make two attempts to draw outstanding amounts in accordance with your Direct Debit Request. If these fail, we will contact you by telephone or in writing to seek alternative methods of payment for the outstanding balance of your account, and to agree a suitable payment method for future account payments;

(g) Acknowledge not all accounts held with a Financial Institute are available to be drawn under the Direct Debit System and that prior to providing your account details to us under the Direct Debit Request, have verified those details against a recent statement from your Financial Institution to ensure those details are correct.

11. Suspension/Disconnection of the service

11.1. If your fixed period contract has expired or you are on a month-to-month contract, you or we may disconnect the service and cancel the agreement at any time by giving 30 days notice.

11.2. If you fail to comply with what we consider to be an important term or condition of this agreement or should you fail to comply with a number of less important terms and conditions, then we can suspend or disconnect your service or reroute calls from your service. We will generally provide you with notice of your failure and allow you a reasonable time to remedy it. However, we may suspend or disconnect your service without notice to you were:

(a) There has been, in our opinion, unusual activity on your service such as:

(i) Activity that is consistent with your service or equipment connected to your service having been infected with a virus or other malicious software; or

(ii) Other activity that CAMVIEW360 reasonably believes is evident that the service is being used for fraudulent or other illegal purposes;

(b) You have not paid charges when due and have not remedied that failure within what we consider to be a reasonable time;

(c) You do something which we believe may damage the service network;

(d) You are no longer approved by us under our assessment policies or otherwise to receive the service;

(e) An authority such as the FCC or enforcement agency instructs us to do so;

(f) We believe that you have used your service to commit unauthorized, criminal or unlawful activity;

(g) You vacate the premises in which you are provided the service without notifying us beforehand;

(h) There are technical problems with the service network or the service network requires repairs or maintenance;

(i) We believe it is necessary to comply with our legal obligations;

(j) We are entitled to do so under the specific terms and conditions of your plan or package;

(k) You verbally abuse, attempt, threaten or cause harm to any staff, equipment or network infrastructure of ours or any of the service networks.

11.3. In the following additional circumstances, we may suspend or disconnect your service(s) or reroute calls from your service(s) but we will provide you with reasonable notice prior to doing so:

- (a) You have a mobile service and you inform us that you have lost your SIM card;
- (b) You have a mobile service which does not toll in any three-month period;
- (c) You do anything which we believe may damage the service network;
- (d) You have used the service, in our opinion, other than in accordance with the agreement;
- (e) You do not comply with the terms set out in a Plan Brochure or a Service Description.

11.4. Where one or more services included in a bundled offer(s) are disconnected, entitlement to any discounts under such offers may be forfeited.

11.5. While your service is suspended or disconnected we will continue to charge you any applicable fees and charges. We will only do so where the suspension or disconnection is due to your failure to comply with your obligations under this agreement, or is performed at your request.

11.6. Where we disconnect your service prior to the expiration of the minimum term of your plan you will be liable for any outstanding fees and charges, including the remaining access fees on your plan plus a plan cancellation fee if applicable. We will only charge a plan cancellation fee in circumstances where you have failed to comply with an important term or condition of our agreement.

11.7. We are not liable to you or any person(s) claiming through you for any loss or damage arising from suspension or disconnection of your service in accordance with this clause.

12. Force Majeure

13.1. We will not be liable for:

- (a) Any delay in installing any service.
- (b) Any delay in correcting any fault in any service.
- (c) Failure or incorrect operation of any service, or
- (d) Any other delay or default in performance under this Agreement

If it is caused by any event or circumstance reasonably beyond our control, including but not limited to; war, accident, civil commotion, riot, military action, sabotage, act of terrorism, vandalism, embargo, judicial action, labor dispute, an act of a government or a government authority, acts of God, earthquake, fire, flood, plague or other natural calamity, computer viruses, hacker attacks or failure of the internet or delay, or failure or default by any other supplier.

13. Liability

1. IN NO CASE SHALL CAMVIEW360 LLC, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF CAMVIEW360 VIDEO SURVEILLANCE SERVICE OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE

OF CAMVIEW360 VIDEO SURVEILLANCE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY PRODUCT OR SERVICE, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY PRODUCT OR SERVICE, POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA ITUNES CONNECT, EVEN IF ADVISED OF THEIR POSSIBILITY.

2. CAMVIEW360 DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF CAMVIEW360 VIDEO SURVEILLANCE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME CAMVIEW360 MAY REMOVE CAMVIEW360 VIDEO SURVEILLANCE SERVICE (OR PARTICULAR PRODUCTS OR SERVICES THEREIN) FOR INDEFINITE PERIODS OF TIME, OR CEASE TO OFFER ITUNES CONNECT IN ITS ENTIRETY, AT ANY TIME, WITHOUT NOTICE TO YOU.
3. CAMVIEW360 DOES NOT REPRESENT OR GUARANTEE THAT CAMVIEW360 VIDEO SURVEILLANCE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND CAMVIEW360 DISCLAIMS ANY LIABILITY RELATING THERETO.
4. Indemnity. BY USING THE CAMVIEW360 VIDEO SURVEILLANCE SERVICE, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD CAMVIEW360, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THESE TERMS OF SERVICE, ANY REPRESENTATIONS OR WARRANTIES MADE BY YOU HEREIN, OR YOUR OTHER IMPROPER, UNAUTHORIZED OR UNLAWFUL USE OF CAMVIEW360 VIDEO SURVEILLANCE SERVICE.
5. YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, CAMVIEW360 VIDEO SURVEILLANCE SERVICE IS AT YOUR SOLE RISK. CAMVIEW360 VIDEO SURVEILLANCE SERVICE AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH CAMVIEW360 VIDEO SURVEILLANCE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

13.1. You must let us know as soon as you become aware or believe that you have a claim against us.

13.2. We are not liable for any defamatory, offensive or illegal conduct or material found in connection with our services, including such conduct or material transmitted by any means by any other person

13.3. You indemnify us from and against all actions, claims, suits, demands, liabilities, losses, costs and expenses arising out of or in any way connected with your use of the service or the equipment in a manner contrary to the terms of this agreement.

13.4. Where you are two or more persons your liability will be joint and several.

14. Assignment

14.1. You may not transfer your rights and obligations under this agreement to other person(s) unless approved by CAMVIEW360.

14.2. Where we reasonably consider there will be no detriment to you, we can without your permission and without notice:

- (a) Transfer our rights and obligations under this agreement to our nominee;

(b) Temporarily or permanently delegate our obligations under this agreement to our nominee; or

(c) Novate this agreement to our nominee by ending this agreement and entering into a new agreement between you and our nominee, on terms similar to this agreement.

14.3. If we do any of the above the transfer or delegation or novation will take effect when the relevant document is signed. You irrevocably appoint us as your attorney to sign any necessary documents to enable the transfer, delegation or novation to take effect.

15. Governing law

15.1. This agreement is governed by the laws of the state or territory of Texas. You and we agree to submit to the jurisdiction of the courts of such state or territory.

Complaint Handling Policy

CAMVIEW360 aims to provide our customers with the best possible service. If you haven't received the service you expected or you would like to make a suggestion we always appreciate your feedback.

Consumers and former customers have the right to make a complaint for escalation within CAMVIEW360.

A complaint means an expression of dissatisfaction made to us in relation to our products or the complaints handling process itself, where a response or resolution is explicitly or implicitly expected by you. Contacting CAMVIEW360 to request support or to report a service difficulty is not necessarily a complaint.

Level 1 Customer Support

You are responsible for providing Level 1 Technical Support to your customers.

You are responsible for providing Level 1 Technical Support contact information to your customers..

Level 2 Customer Support

CAMVIEW360 will provide Level 2 Technical Support to resolve issues of a technical nature.

CAMVIEW360 Level 2 Customer Care is the main point of contact within CAMVIEW360 for questions regarding your account or for information about our services.

If you are having difficulties with your Customer Service or Technical Support representative, a supervisor may be called upon to assist.

CAMVIEW360 believes that our internal resolution process is the most effective and quickest way to resolve issues.

CAMVIEW360 Technical Support can be contacted by:

Email - Solutions@camview360.com

Phone – 817.900.3377

Fax – 512.314.5130

Mail – 2625 8th Avenue Fort Worth, Texas 76110

Our Customer Service staff can be contacted by:

Email - customer@camview360.com

Phone – 817.900.3377

Fax – 512.314.5130

Mail - 2625 8th Avenue Fort Worth, Texas 76110

Making a Complaint

If our Customer Service or Technical Support teams have been unable to satisfy your issue, you can request for your call to be considered a complaint.

You may also make a complaint directly to Customer Relations, a specialist complaint resolutions team, by:

Email - customerrelations@camview360.com

Fax – 512.314.5130

Mail - 2625 8th Avenue Fort Worth, Texas 76110