

Accsense, Inc. Terms, Conditions, Warranty and Disclaimer

1.0 Agreement

This is the entire agreement governing our relationship.

1.1 Entire Agreement. These Terms and Conditions constitute the agreement ('Agreement') between Accsense Inc. ('we', 'us' or 'Accsense') and the user ('you', 'user' or 'Customer') of Accsense's Services and any related products or Services ('Service'). This Agreement governs both the Service and any Devices, such as a Wireless Gateway, Wired or Wireless Sensing Pod, or other Accsense Monitoring Device ('Device' or 'Equipment'), used in conjunction with the Service. By activating or using the Service, you represent that you are of legal age to enter into this agreement and that you have read and understand fully the terms and conditions of this agreement.

2.0 Service

A description of Annual Service and charges.

2.1 Annual Term. Service is offered on an annual basis that begins on the date that you activate your Service (begin to record data with your Accsense equipment) and ends on the day before the same date the following year. If you terminate service on one or more Devices for any reason prior to the end of the one year term, you will not be entitled to any refunds.

3.0 Copyright; Trademark; Unauthorized Usage of Device; Firmware / Software.

Copyright and Trademark Information.

3.1(a) Copyright; Trademark. The Service and Device and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on our websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of our websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively 'marks') are and will at all times remain our exclusive property. Nothing in this Agreement grants you the right or license to use any Accsense marks.

An explanation of Unauthorized Usage of Device; Firmware or Software.

3.1(b) Unauthorized Usage of Device; Firmware or Software. You have not been granted any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, other than in a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. You expressly agree that the Device is exclusively for use in connection with the Service and that we will not provide any passwords, codes or other information or assistance that would enable you to use the Device for any other purpose. We reserve the right to prohibit the use of any interface device that we have not provided to you. You hereby represent and warrant that you possess all required rights, including software and/or firmware licenses, to use any intermediate interface device that we have not provided to you. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

Please do not tamper with the Device or Service.

3.2 Tampering with the Device or Service. You shall not change the electronic serial number or equipment identifier of the Device or perform a factory reset of the Device without our prior written consent. We reserve the right to terminate your Service if we believe, in our sole and absolute discretion, that you have tampered with the Device. In the event of such termination, you will remain responsible for the full charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will immediately become due and payable. You shall not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

Instructions for reporting theft or misuse.

3.3 Theft of Service. You shall notify us immediately, in writing or by calling our customer support line, if the Device is stolen or if you become aware at any time that your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you call or write, you must provide your account number and a detailed description of the circumstances of the Device theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. Until such time as we receive notice of the theft, fraudulent use or unauthorized use, you will be liable for all use of the Service using a Device stolen from you and any and all stolen, fraudulent or unauthorized use of the Service.

You own the device.

3.4 Ownership and Risk of Loss. You will own the Device and bear all risk of loss of, theft of, casualty to or damage to the Device, from the time it is shipped to you until the time (if any) when it is returned to us in accordance with our return policy.

4.0 Charges; Payments; Taxes; Termination

Accsense's Responsibility for Taxes.

4.1 Taxes. Accsense is required to bill and collect local, state and federal taxes imposed on Accsense customers by the various taxing authorities. Accsense passes all taxes it collects on to the appropriate taxing authority.

Paying for your Service.

4.2 Payment and Collection. We accept both credit card and purchase order for annual service. If your Service is terminated for cause, you will remain fully liable to us for all charges pursuant to this Agreement and any and all costs we incur to collect such amounts, including, without limitation, collection costs and attorney's fees.

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In the event customer's service is terminated.

4.3 Termination; Discontinuance of Service. We reserve the right to suspend or discontinue the Service generally, or to terminate your Service, at any time in our sole and absolute discretion. If we discontinue the Service generally, or terminate your Service without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated on account of your breach of any provision of this Agreement, you will be responsible for the full years' charges to the end of the current term, including, without limitation, unbilled charges, plus the termination fee, if applicable, all of which will immediately become due and payable.

Customer's responsibility for Taxes.

4.4 Taxes. You are responsible for all applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service or a Device. Such amounts are in addition to payment for the Service or Devices and will be billed to your credit card as set forth in this Agreement. If you are exempt from payment of such taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive such certificate.

5.0 Limited Warranty and Limitation of Liability

We are not an insurance company.

5.1 Accsense is not an Insurance Company. It is understood by customer that any insurance, if desired, shall be purchased by the customer from a third party, and that Accsense is not responsible for prevention of any injurious event. Accsense makes no representation of warranty or merchantability of the system to prevent injurious events.

Description of Our Warranty Policy.

5.2 Warranty and Liability. This Accsense product will be free from defects in material and workmanship for one year from the date of purchase. This warranty does not cover disposable batteries, or damage from accident, neglect, misuse, alteration, contamination, or abnormal conditions of operation or handling. Resellers are not authorized to extend any other warranty on Accsense's behalf without prior written authorization. To obtain repair or replacement during the warranty period, contact Accsense to obtain return authorization information. In the event of any damage caused directly or indirectly by Accsense or its Products or Service, Accsense is only liable for the cost of the Accsense equipment itself, and will in no way be responsible for any causal damages. This Warranty is your only remedy. No other warranties, such as fitness for any particular purpose, are expressed or implied. Accsense is not liable for any special, indirect, incidental or consequential damages or losses, arising from any cause or theory.

6.0 Privacy and Ownership of Data

Data is sent over the internet.

6.1 Internet Privacy. Accsense Service utilizes, in whole or in part, the public Internet and third party networks to transmit data and other communications. Accsense is not liable for any lack of privacy which may be experienced with regard to the Service.

You own the raw data.

6.2 Ownership of Raw Data. You own your raw data. You may download it at any time for your own use. You may request that Accsense deletes your data at any time.

We will never release your data to a third party.

6.3 Release of Raw Data. Accsense will never release any customers raw data to a third party, other than to the acquirer in the event of an acquisition of Accsense, Inc.

We may look at your raw data and account settings without your knowledge.

6.4 Accsense Use of Customer Raw Data. Accsense may periodically view, download, summarize, analyze and otherwise use customer raw data for the purposes of customer support and product development.

Accsense owns calculations, statistics and account settings.

6.5 Ownership of Events and Statistics Derived From Raw Data, and Account Settings. Accsense may use statistics calculated from raw data for its own purposes, including promotion and product development. Accsense will never release any information calculated from a customers raw data in any form that may be traceable to the individual customer without the customers written permission, obtained in advance.