

Terms of Service Agreement

[Our Terms of Service were updated on May 25th, 2016]



WELCOME! PLEASE READ THESE TERMS CAREFULLY BEFORE CONTINUING TO USE ANY PORTION OF THE SYSTEM (as defined below).

This Terms of Service Agreement (this “**Agreement**”) is made by and between IC REAL TECH, INC., a Delaware corporation (“**IC Real Tech**,” “**We**,” “**Our**,” or “**Us**”) and the party agreeing to these terms and conditions by clicking or checking the “Accept” icon pertaining to this Agreement on the Sites (as defined below) (“**You**” or “**Your**”). This Agreement is effective as of the date You click or check such “Accept” icon (the “**Effective Date**”). IC Real Tech and You are sometimes referred to as the “**Parties**” and each individually as a “**Party**”.

We operate multiple internet websites located at www.icrealtime.com, www.ic720.com, and www.clearviewcctv.com (the “**Sites**”), which Sites can be accessed through any computer, tablet or smartphone. We offer for sale surveillance camera and related equipment (the “**Equipment**”) and offer for free download in the Apple iTunes Store and Android Marketplace Our tablet and smartphone applications (together, the “**Applications**”). We offer and operate a software cloud subscription service which allows users to operate, and record, store and share video from, the Equipment (the “**Service**” and together with the Sites, the Applications, and the Equipment, the “**System**”). The Service is accessed and used through both the Sites and the Applications.

This Agreement governs your access to and use of the System. Please read these terms carefully. They require the use of binding arbitration to resolve disputes rather than jury trials or class actions. This Agreement gives You specific legal rights, and You may also have other legal rights in addition, which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under this Agreement will not apply to the extent prohibited by applicable law. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages or other rights, so those provisions of this Agreement may not apply to you.

You desire to subscribe to and use the Service. Therefore, the Parties agree as follows with the intent to be legally bound.

1. Acceptance.; Term and Termination.

1.1. This Agreement constitutes Your agreement with Us with respect to Your use of the System. You must agree to abide by all of the terms and conditions in this Agreement to continue using the System.

1.2. You shall pay the current charges for the Service and any and all taxes thereon, if applicable. The Service shall continue until the earlier of such time as (i) You provide Us with notice that You wish to discontinue the Service, (ii) Your

subscription to the Service is terminated or canceled by Us, as set forth herein, or (iii) We cease to offer the Service. Notice must be received by Us in order to terminate your monthly or annual Service subscription.

1.2.1 By accessing the Service, You are agreeing to be bound by this Agreement. You are also agreeing to be bound by and to comply with all applicable federal, state, local and foreign laws, rules, and regulations. If You do not agree with any of the terms set forth in this Agreement, You are prohibited from using the System.

1.2.2 We grant you a non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable, limited right to access and use the System during the Term (as defined below). Such license is not a transfer of title. Under this license You may not:

1. Modify or copy any content found on or accessed through the System;
2. Use the content for any commercial purpose, or for any public display (commercial or non-commercial);
3. Attempt to decompile or reverse engineer any software comprising, contained on, or used in the System;
4. Remove any copyright or other proprietary notations from Our content;
5. Transfer the content to another person or “mirror” the content on any other server.

The license granted above shall automatically terminate if You violate any of the above restrictions and may be terminated by Us at any time. Upon termination of the license or this Agreement, You must destroy any downloaded content in Your possession whether in electronic or printed format.

1.3. The term of this Agreement (and Your Subscription to the Service and access to the System hereunder) will start on the Effective Date and will remain in full force and effect so long as you continue to access or use the Service and the System, or until terminated pursuant to Section 1.4 below (the “Term”).

1.4. This Agreement (and Your Subscription to the Service and access to the System hereunder) may be terminated [(i) by either Party upon thirty (30) days prior notice to the other Party, or (ii) by Us effective immediately upon notice to You in the event of your breach of this Agreement.

1.5. This Agreement is an electronic contract that sets out the legally binding terms of Your purchase of a subscription for the Service and Your use of the System. You indicate Your acceptance of this Agreement by clicking or checking the “Accept” icon in connection with Your purchase of a subscription for the Service from Us. This action creates an electronic signature that has the same legal force and effect as a handwritten signature. By clicking or checking the “Accept” icon, You agree to the terms and conditions contained or referenced in this Agreement. When you click or check the “Accept” icon, You also consent to have this Agreement provided to you in electronic form. Please print a copy of this Agreement for Your records.

2. Registration and Fees.

2.1. For purposes of identification, billing and marketing, You shall provide accurate, complete, and updated information to register for use of the System, including Your legal name, address, telephone numbers, email address, and applicable payment data (for example, a credit card number and expiration date).

2.2. IC Real Tech shall bill Your credit card for all charges. In the event legal action is necessary to collect on balances due, You agree to reimburse IC Real Tech for all expenses incurred to recover sums due, including attorneys' fees and other legal expenses. You are responsible for purchase of, and payment of charges for, Internet access services and telecommunications services needed for use of the System.

2.3. All payments are nonrefundable. You hereby acknowledge and agree that You will not receive a refund of any paid fees.

3. Member Responsibilities and Use Limitations.

3.1. You are responsible for any misuse of Your account, even if the inappropriate activity was committed by a friend, family member, guest, or employee. Therefore, You must take steps to ensure that others do not gain access to Your account. In addition, You may not use Your account to breach security of another account or attempt to gain unauthorized access to another network or server. You must adopt adequate security measures to prevent or minimize unauthorized use of Your account. You may not attempt to circumvent user authentication or security of the System. This includes, but is not limited to, attempting to access data not intended for You, logging into or making use of a server or account You are not expressly authorized to access, or probing or disrupting the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools. Users who violate systems or network security may incur criminal or civil liability. IC Real Tech shall cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

3.2. IC Real Tech respects the intellectual property of others, and requires that Our users do the same. You agree that You shall not, or allow anyone using Your account to, upload, embed, post, email, transmit, or otherwise make available on the Internet or through the System any material that infringes any copyright, patent, trademark, trade secret, or other proprietary rights of any person or entity without the permission of the owner or persons authorized by the owner to grant permission. You are responsible for obtaining the necessary permission before permitting any protected material that belongs to others to be placed on the Internet or the System. For the avoidance of doubt, You shall not place any copyrighted music, video, or other data on the Internet or the System if You do not have the legal right to use the music, video, or other data. IC Real Tech reserves the right to immediately delete such content (if possible) and terminate the subscriptions of infringers.

3.3. You may download the material available on the System only for Your personal use. Except as authorized to use material without express permission under the copyright laws, You are responsible for obtaining permission before reusing any copyrighted material that is available on the System.

3.4. Nothing contained in this Agreement may be construed to convey to You any interest, title, or license in the user ID, URL, IP Address, or domain name used by You in connection with the System.

3.5. IC Real Tech reserves the right to suspend or terminate Your access to the System, or any user ID, URL, IP Address, or domain name used by You, in the event it is used in a manner which:

3.5.1. Constitutes a violation of any law, rule, regulation or tariff including, without limitation, copyright and intellectual property laws;

3.5.2. Is defamatory, fraudulent, indecent, obscene or deceptive;

3.5.3. Is intended to threaten, harass, abuse, or intimidate others;

3.5.4. Tends to damage the name or reputation of IC Real Tech, its parent, affiliates, employees, owners, and subsidiaries; or

3.5.5. Interferes with other customers' use and enjoyment of the System.

3.6. Without limitation, You may not use the System to:

3.6.1. Transmit obscene content;

3.6.2. Intentionally spread or threaten to spread computer viruses;

3.6.3. Gain or attempt to gain unauthorized access to any network, including IC Real Tech's private network infrastructure;

3.6.4. Access or attempt to access information not intended for You; or

3.6.5. Transmit pirated software.

3.7. You are responsible for ensuring that the services obtained from IC Real Tech by You are used in an appropriate manner. Therefore, You shall take steps to manage the use of the System in such a way that network abuse is minimized. You shall respond in a timely manner to complaints concerning misuse of the System. Failure to responsibly manage the use of the System may be cause for termination of Your access to the System.

3.8. You understand and agree IC Real Tech accounts operate on shared network resources. Excessive use or abuse of these shared network resources by one customer may have a negative impact on all other customers. Therefore, Your misuse of network resources in a manner which impairs network performance is prohibited by this Agreement and may result in termination of Your account. You are expressly prohibited from excessive consumption of network resources, including CPU time, memory, disk space, and session time. You may not use resource-intensive programs which negatively impact other customers or the performance of IC Real Tech Service, systems, or networks. IC Real Tech reserves the right to terminate or limit such activities.

3.9. You understand and agree that any attempt to breach any account or network security, or to access an account which does not belong to You, shall be considered a material breach of this Agreement, and such breach may, without limiting IC Real Tech's other remedies, result in suspension or termination of the System.

3.10. You may not use screen scraping or other automated data mining type programs (a.k.a. "spiders," "crawlers," "webbots," or "bots") to systematically access and extract data from the System website(s).

3.11. You further agree to immediately notify IC Real Tech of:

3.11.1. any unauthorized use of Your account; and

3.11.2. any breach, or attempted breach, of security known to You.

3.12. Any violation of such rules, regulation, and policies, or any network policy document issued by IC Real Tech, shall be cause for IC Real Tech to suspend or terminate Your use of the System. IC Real Tech reserves sole discretion to determine whether any use of the System is a violation of this Agreement and to terminate Your account or use of the System without notice. We may also suspend the account, restrict access to it, or remove content from it if necessary or appropriate. We prefer to advise customers of inappropriate behavior and any necessary corrective action. However, flagrant violations of this Agreement shall result in immediate termination of Your access to the System. Our failure to enforce this Agreement, for whatever reason, shall not be construed as a waiver of Our right to do so at any time. This information is only a guideline, and is not intended to be all-inclusive.

4. Copyright; Trademark.

4.1. The System (including, without limitation, all software, hardware, websites, technology, and documentation associated with or underlying the System, as well as all derivative works thereof), is Our sole and exclusive property. Subject to the limited rights expressly granted in this Agreement, we reserve all rights, title and interest in and to the System (including, without limitation, all software, hardware, websites, technology, and documentation associated with or underlying the System, as well as all derivative works thereof), including all related intellectual property and proprietary rights (including, without limitation, all copyrights, patent rights, trademark and service mark rights, trade secret rights, and moral rights). No rights are granted to You other than as expressly described in this Agreement.

4.2. The System is protected by copyright pursuant to U.S. copyright laws, international conventions and other copyright laws. All content contained on the System is protected by copyright and is owned or controlled by Us or the party credited as the provider of the content. You agree to abide by any and all additional copyright notices, information, or restrictions contained in any part of the System. Copying or storing any part of the System is expressly prohibited without prior written permission from Us or the copyright holder as identified on the System.

4.3. We own many trademarks (the “Trademarks”). You agree not to delete any Trademark or similar notice from any contents that You obtain from the System. Any questions concerning the use of Trademarks should be referred to Us in accordance with the section captioned “Notices” below.

4.4. We have the exclusive legal right to use the IC Real Tech, IC Realtime, IC720, and ClearViewCCTV trademarks and logos.

4.5. All other products and company names mentioned on the System may be trademarks of their respective owners.

5. Digital Millennium Copyright Act Infringement Claims.

5.1. We respect the rights of all copyright holders and, in this regard, We have adopted and implemented a policy that provides for the termination, in appropriate circumstances, of subscribers and account holders who infringe the rights of copyright holders. If You believe that Your work has been copied in a way that constitutes copyright infringement, please provide IC Real Tech’s copyright agent the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. § 512:

5.1.1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

5.1.2. Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

5.1.3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Us to locate the material;

5.1.4. Information reasonably sufficient to permit Us to contact the complaining party;

5.1.5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

5.1.6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

5.2. IC Real Tech's copyright agent for notice of claims of copyright infringement on or regarding the Website can be reached as follows:

Katie Shenko, Esq.

3050 N Andrews Ave EXT

Pompano Beach, FL 33064

katie.shenko@icrealtech.com

6. Changes to the System; Usage; Temporary Suspension.

6.1. We may change, suspend, or discontinue any aspect of the System at any time. We may also impose limits on certain features and services or restrict access to parts of or all of the System without notice or liability.

6.2. In the event that a law, ruling, regulation, or order issued by a judicial, legislative or regulatory body causes IC Real Tech to believe that this Agreement or the System provided hereunder, may be in conflict with such rules, regulations, or orders, IC Real Tech may suspend or terminate the System, or terminate this Agreement, without liability to You of any kind.

6.3. Any changes to the System or Your usage thereof will be effective on the date specified in the notice posted on the Sites and/or delivered to You via email or physical mail. If any modification to the System is unacceptable to You, You may terminate Your subscription to the Service and Your use of the System. However, if You do not terminate Your

subscription to the Service or continue to use the System following such changes, Your continued use shall mean that You have accepted and agreed to be bound by any such change.

6.4 Temporary Suspension. The Service may be suspended temporarily without notice for security reasons, system failure, maintenance and repair, or other circumstances. You agree that You will not be entitled to any refund or rebate for such suspensions. IC Real Tech does not offer any specific uptime guarantee for the Service.

7. Representations and Warranties. You represent, warrant and covenant that:

7.1. You are at least eighteen (18) years old;

7.2. You own or have obtained the necessary licenses, rights, consents, and permissions, to use and authorize IC Real Tech to use all intellectual property rights in Your Content (as defined below) to enable the inclusion and use of Your Content in the manner contemplated by this Agreement; and

7.3. You shall not upload, post, transmit, distribute or otherwise publish through the System any content which:>

7.3.1. Restrict or inhibit any other user from using and enjoying the System;

7.3.2. Are unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or indecent;

<p>7.3.3. Constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate the law;</p>

7.3.4. Violate, plagiarize or infringe the rights of any third party including, without limitation, copyright, trademark, patent, rights of privacy or publicity, or any other right of any third party;

7.3.5. Contain a virus or other harmful or potentially harmful component;

7.3.6. Contain any unsolicited or unauthorized advertising, promotional content, spam, or any other kind of solicitation; and/or

7.3.7. Constitute or contain false or misleading indications of origin or statements of fact.

8. Links.

8.1. The Sites and the Service may contain hyperlinks to other World Wide Web sites (the “Other Sites”). If You use such hyperlinks to access these Other Sites, You shall leave the System and Your browser shall be re-directed to the Other Sites. We have not reviewed the content of any Other Site, and do not guarantee any Other Site’s accuracy or authenticity. Hyperlinks to Other Sites do not constitute an endorsement by Us of any third party sites or resources, or their content. We only provide these links to You as a convenience, and the inclusion of any link does not imply endorsement by Us of the Other Site.

8.2. Any Other Sites that links to the Site:

8.2.1. May link to, but not replicate, Our content;

8.2.2. Shall not imply that We are endorsing or sponsoring it or its products;

8.2.3. Shall not present false information about Us or Our products or the System;

8.2.4. Shall not use Trademarks without the prior written permission from Us; and

8.2.5. Shall not contain content that could be construed as distasteful, offensive, or controversial.

8.3. Notwithstanding anything to the contrary contained in this Agreement, We reserve the right to deny permission to link the Sites to any other website for any reason in Our sole and absolute discretion.

9. Registration and Payment Policy. Registration and the payment of a fee may be required for the use of certain portions of the System. Your registration shall not impose any duty on Us to provide any particular service to You. As noted above, all paid fees are nonrefundable.

10. Notice Specific to Documents Available on Our System.

10.1. Permission to use documents like press releases, new stories, and FAQs from the System (the “Documents”) is granted provided that:

10.1.1. The copyright notice below appears in all copies and that both the copyright notice and this permission notice appear;

10.1.2. Use of such Documents is for informational and non-commercial or personal use only and shall not be copied or posted on any network computer or broadcast in any media; and/or

10.1.3. No modifications of the Documents are made.

10.2. Elements of the System including, but are not limited to, the “look and feel,” are protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from the System may be copied or retransmitted unless expressly permitted by IC Real Tech.

11. Sites Content and Information; Features.

11.1. You understand and agree that temporary interruptions of the System may occur as normal events. You further understand and agree that IC Real Tech has no control over third party networks You may access in the course of the use of the System, and therefore, delays and disruption of other network transmissions are completely beyond the control of IC Real Tech.

11.2. The System contains information, advice, text, content, and goods and services for sale (collectively, the “Materials”) that are provided for Your convenience and enjoyment. Some of the Materials are provided by third parties. You should be aware that the Materials might contain errors, omissions, inaccuracies, outdated information, and inadequacies and that the Materials may be subject to terms and conditions which may be found on the Sites or in the documents and policies of third parties. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions which may be found on the Sites or in the documents and policies of third parties, the terms of this Agreement shall control. We make no representations or warranties as to the completeness, accuracy, adequacy, currency, or reliability of any Materials and shall not be liable for any lack of the foregoing.

11.3. Third party advertisers may offer goods, services and other content to You on the System. Your correspondence and business dealings with advertisers found on or through the System including, but not limited to, the payment and delivery of goods and services, and any terms, conditions, warranties and representations associated with such dealings, are solely between You and the advertiser. You agree that We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or the offering of such goods, services, and other content on the System.

11.4. Descriptions of, or references to, products or publications within the System do not imply endorsement of that product or publication. The views and opinions expressed within the System do not necessarily reflect those of IC Real Tech.

11.5. We do not represent or warrant that every action You take with regard to Your account and related activities on the System shall be lawful in any particular jurisdiction. It is incumbent upon You to know the laws that pertain to You in Your jurisdiction and act lawfully at all times when using the System.

11.6 IC Real Tech relies on or interoperates with third party products and services. These third party products and services are beyond IC Real Tech's control, but their operation may impact or be impacted by the use and reliability of IC Real Tech's services. You acknowledge and agree that: (i) the use and availability of the Service and the System is dependent on third party product vendors and service providers, (ii) these third party products and services may not operate in a reliable manner 100% of the time, and they may impact the way that IC Real Tech operates, and (iii) IC Real Tech is not responsible for damages and losses due to the operation of these third party products and services.

12. Your Content.

12.1. From time to time, IC Real Tech may permit You as a Service subscriber to upload information, advice, text, data, images, video, music, software, messages, and other content to the System or the Internet ("Your Content"). Your Content is solely Your responsibility. Files uploaded to the System or the Internet may be denied if they exceed a reasonable size as determined by IC Real Tech, the recipient Internet website, or Your own ISP. IC Real Tech does not guarantee the quality or performance of any files that have been uploaded, and shall not be responsible for any damage to computer hardware or software as a result of uploading any files to the System or the Internet. This means that You, and not IC Real Tech, are entirely responsible for all of Your Content that You upload, post, email, transmit, or otherwise make available via the System. Under no circumstances shall We be liable in any way for any of Your Content including, but not limited to, any errors or omissions in Your Content, or for any loss or damage of any kind incurred as a result of the use of any of Your Content made available via the System. You agree to pay for all royalties, fees, and any other monies owed to any person or entity relating to Your placement of Your Content.

12.2. Except as set forth in this Agreement, You retain all rights in any material uploaded by You or others You authorize to use Your account. You grant IC Real Tech and its designated licensees a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material, regardless of the medium, technology, or form in which it is used, (i) in connection with the IC Real Tech Service and (ii) with respect to material uploaded to any public area of the Site, for any purpose whatsoever. The entire content of the System is copyrighted by IC Real Tech as a collective work under the United States copyright laws. Portions of the System are provided to IC Real Tech under license. The copying, reproduction, or publication of any part of the System is prohibited, unless expressly authorized in writing by IC Real Tech. You acknowledge that We do not pre-screen Your Content, but that We have the right, but not the obligation, in Our sole discretion to modify, transmit over various networks, refuse, or move any of Your Content that is available on the System. You agree that You must evaluate, and bear all risks associated with the use of any of Your Content including, but not limited to, any reliance on the accuracy, completeness, or usefulness of Your Content.

12.3. You acknowledge and agree that IC Real Tech may preserve Your Content and may also disclose Your Content at any time and for any reason, as permitted by law.

12.4. If complaints are received regarding language, content, or graphics contained in Your Content, IC Real Tech may, at its sole discretion, remove Your Content hosted on IC Real Tech servers and terminate Your Service. We may also suspend the account, restrict access to it, or remove Content from it if necessary or appropriate.

12.5. You may not publish content (including video and all other forms of communication that IC Real Tech may allow, including narrative descriptions, other graphics (including illustrations, images, drawings, and logos), executable programs, video recordings, music, and other audio recordings) that IC Real Tech determines, at its sole discretion, to be unlawful, indecent, or objectionable. "material" refers primarily to . Unlawful material is that which violates any law, statute, treaty, regulation, or order. This includes, but is not limited to: obscene material; defamatory, fraudulent, or deceptive statements; threatening, intimidating, or harassing statements; or material that violates the privacy rights or property rights of others (copyrights or trademarks, for example). Indecent material is that which depicts sexual or excretory activities in a patently offensive matter as measured by contemporary community standards. Objectionable material is otherwise legal material with which IC Real Tech concludes, in its sole discretion, it does not want to be associated with in order to protect its reputation and brand image, or to protect its employees, owners, and affiliates. This includes, but is not limited to, all material that, in the sole discretion of IC Real Tech, is determined to be advertising or otherwise for commercial purposes, unless expressly permitted in writing by IC Real Tech. Objectionable material may include, without limitation:

12.5.1. Materials that depict or describe scantily-clad and lewdly depicted male and/or female forms or body parts, and which lack serious literary, artistic, political or scientific value;

12.5.2. Materials that suggest or depict obscene, indecent, vulgar, lewd or erotic behavior, and which lack serious literary, artistic, political or scientific value;

12.5.3. Materials that hold IC Real Tech including its affiliates, employees or owners up to public scorn or ridicule; or

12.5.4. Materials that encourage the commission of a crime; or which tend to incite violence; or which tend to degrade any person or group based on sex, nationality, religion, color, age, marital status, sexual orientation, disability or political affiliation.

13. WARRANTY.

13.1. We offer a limited warranty on Our Equipment as set forth in Our Warranty (which is incorporated herein).

13.2. EXCEPT AS SET FORTH IN SECTION 13.1 ABOVE, THE SYSTEM AND EVERYTHING ELSE PROVIDED TO YOU BY US, INCLUDING ALL CONTENT, SOFTWARE, DOCUMENTS, FUNCTIONS, MATERIALS, GRAPHICS, AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH OR SENT FROM THE SYSTEM, ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, IC REAL TECH MAKES NO REPRESENTATION OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER ABOUT:

13.1.1. THE SYSTEM AND EVERYTHING ELSE PROVIDED TO YOU BY US;

13.1.2. THE ACCURACY, COMPLETENESS, OR APPROPRIATENESS FOR A PARTICULAR PURPOSE OF THE CONTENT ON AND PROVIDED THROUGH THE SYSTEM;

13.1.3. THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE SYSTEM;

13.1.4. THE MATERIALS, MESSAGES AND INFORMATION SENT FROM THE SYSTEM BY USERS;

13.1.5. ANY PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES OR HYPERTEXT LINKS TO THIRD PARTIES; AND/OR

13.1.6. ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SYSTEM OR ANY LINKED WEBSITE.

13.3. FURTHER, EXCEPT AS SET FORTH IN SECTION 13.1 ABOVE, IC REAL TECH DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IC REAL TECH DOES NOT WARRANT THAT THE FUNCTIONS PROVIDED BY IC REAL TECH (INCLUDING THOSE CONTAINED IN THE SYSTEM OR ANY MATERIALS OR CONTENT CONTAINED THEREIN) WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SYSTEM OR THE SERVERS THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IC REAL TECH SHALL NOT BE LIABLE FOR THE USE OF THE SYSTEM INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN.

13.4. IC REAL TECH DOES NOT WARRANT THAT YOUR ACTIVITIES OR USE OF THE SYSTEM ARE LAWFUL IN ANY PARTICULAR JURISDICTION AND, IN ANY EVENT, SPECIFICALLY DISCLAIMS SUCH WARRANTIES. YOU UNDERSTAND THAT BY USING ANY OF THE FEATURES OF THE SYSTEM, YOU ACT AT YOUR OWN RISK, AND YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SYSTEM.

13.5. IC REAL TECH MAKES NO WARRANTY THAT THE SYSTEM WILL MEET YOUR REQUIREMENTS, OR THAT THE SYSTEM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES IC Real Tech MAKE ANY WARRANTY AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SYSTEM. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA UPLOADED, DOWNLOADED, OR OTHERWISE OBTAINED, THROUGH THE USE OF THE SYSTEM IS DONE AT YOUR OWN RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE UPLOAD OR DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY IC Real Tech, ITS EMPLOYEES, LICENSORS, AGENTS OR THE LIKE, WILL CREATE A WARRANTY, AND YOU MAY NOT RELY ON SUCH ORAL ADVICE OR WRITTEN INFORMATION.

13.6. Through Your use of the System You may have the opportunities to engage in commercial transactions with other Internet users and vendors. You acknowledge that all transactions relating to any merchandise or services offered by any party, including, but not limited to the purchase terms, payment terms, warranties, guarantees, maintenance and delivery terms relating to such transactions, are agreed to solely between the seller or purchaser of such merchandise and services and You. IC Real Tech MAKES NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH THE SYSTEM, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK.

14. LIMITATION OF LIABILITY; INDEMNITY.

14.1. EXCEPT AS SET FORTH IN SECTION 13.1 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLE DAMAGES IN CONNECTION WITH OR ARISING OUT OF (i) THE SYSTEM, (ii) USE OR MISUSE OF THE SYSTEM BY YOU OR ANY THIRD PARTY, (iii) ANY PRODUCTS, SERVICES, CONTENT OR OTHER MATERIALS USED WITH THE SYSTEM, OR (iv) ANY PRODUCTS, SERVICES, CONTENT OR OTHER MATERIALS ACCESSED, ENCOUNTERED OR OBTAINED ON OR THROUGH THE SYSTEM THAT ARE SUPPLIED BY THIRD PARTIES, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH CLAIM IS BASED (WHETHER CONTRACT, TORT OR OTHERWISE) AND EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURY TO PERSON OR PROPERTY, LOSS OF PROFITS, LOSS OF GOODWILL, USE OR LOSS OF VIDEO OR DATA, OR OTHER INTANGIBLE LOSSES). IF ANY JURISDICTION DOES NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR DAMAGES, OUR LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW AND IN NO EVENT SHALL SUCH LIABILITY EXCEED ONE HUNDRED DOLLARS (\$100.00).

EXCEPT AS SET FORTH IN SECTION 13.1 ABOVE, YOU EXPRESSLY AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT FOR OUR PERFORMANCE OR THE FAILURE OF SUCH PERFORMANCE HEREUNDER, OR FOR ANY BREACH BY US HEREOF, WILL BE TO TERMINATE THIS AGREEMENT PURSUANT TO SECTION 1.4 ABOVE. YOU ACCEPT THE RESTRICTIONS ON YOUR RIGHT TO RECOVER ADDITIONAL DAMAGES AS PART OF YOUR BARGAIN WITH US, AND YOU UNDERSTAND AND ACKNOWLEDGE THAT, WITHOUT SUCH RESTRICTIONS, THE SUBSCRIPTION AND OTHER FEES WOULD BE HIGHER.

14.2. You agree to indemnify and hold harmless IC Real Tech and its shareholders, directors, officers, employees, representatives, agents, subsidiaries, affiliates, officers, partners, suppliers, and licensors (collectively referred to as "Indemnitees") from and against any claims, damages, demands, penalties, fines, liabilities, attorneys' fees, court costs, legal expenses and causes of action Indemnitees may incur, in any way, directly or indirectly, incident to, arising out of, in connection with or resulting from Your use of the System or anything else provided to You by an Indemnitee (hereinafter individually, and collectively referred to as a "Claim"). IC Real Tech shall be entitled to assume and control the reasonable defense and settlement of any Claim. You shall provide reasonable cooperation and assistance in defending against any Claim.

14.3. You agree to indemnify IC Real Tech, its affiliates and subsidiaries, in the event that Your use of the System:

14.3.1. Constitutes a violation of any law, rule, regulation or tariff (including, without limitation, copyright and intellectual property laws);

14.3.2. Is defamatory, fraudulent or deceptive;

14.3.3. Is intended to threaten, harass or intimidate; or

14.3.4. Interferes with other customers' use or enjoyment of the System provided by IC Real Tech.

14.4. You agree to indemnify IC Real Tech, its affiliates and subsidiaries for any tax caused by Your use of the System, for which You are responsible hereunder, which You fail to pay.

15. Governing Law. This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules.

16. Jurisdiction, Venue and Arbitration.

16.1. IC REAL TECH AND YOU AGREE TO ARBITRATE ALL DISPUTES AND CLAIMS THAT ARISE FROM OR RELATE TO THIS AGREEMENT OR THE SERVICE OR SYSTEM IN ANY WAY, EXCEPT FOR CLAIMS ARISING FROM BODILY INJURY. THIS AGREEMENT TO ARBITRATE IS INTENDED TO BE BROADLY INTERPRETED, INCLUDING, FOR EXAMPLE:

- CLAIMS ARISING OUT OF OR RELATING TO ANY ASPECT OF THE RELATIONSHIP BETWEEN THE PARTIES THAT IS CREATED BY OR INVOLVES THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY;
- CLAIMS FOR MENTAL OR EMOTIONAL DISTRESS OR OTHER EMOTIONAL/MENTAL INJURY ARISING FROM THE RELATIONSHIP BETWEEN THE PARTIES;
- CLAIMS THAT AROSE BEFORE YOU ACCEPTED THIS AGREEMENT (SUCH AS CLAIMS RELATED TO DISCLOSURES OR THE MARKETING OF THE SERVICES OR THE PROCESS FOR SEEKING APPROVAL TO USE THE SERVICES);
- CLAIMS THAT MAY ARISE AFTER THE TERMINATION OF YOUR USE OF THE SERVICES OR ANY AGREEMENT BETWEEN THE PARTIES; AND

• CLAIMS BROUGHT BY OR AGAINST OUR RESPECTIVE SUBSIDIARIES, PARENT COMPANIES, MEMBERS, AFFILIATES, AS WELL AS THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PREDECESSORS, SUCCESSORS, AND ASSIGNS OF THESE ENTITIES, YOU, AND IC REAL TECH.

16.2. To the extent that an action in a court is proper pursuant to this Agreement, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the Florida state courts in and for Broward County, Florida and the Federal Courts in and for the Southern District of Florida. This grant of exclusive jurisdiction shall not be applicable to the entering of a judgment upon the award rendered by an arbitrator.

16.3. The parties waive all rights to trial by jury in any action or proceeding instituted in connection with this Agreement. The parties agree not to raise the defense of forum non-conveniens.

17. Verification. All information provided is deemed reliable but is not guaranteed and should be independently verified.

18. Advertising. You shall not use IC Real Tech's name or any language, pictures, or symbols which could, in IC Real Tech's judgment, imply IC Real Tech's endorsement in any (i) written or oral advertising or presentation, and/or (ii) brochure, newsletter, book, or other written material of whatever nature, without prior written consent.

19. Force Majeure. We shall not be liable for any delay in performing Our obligations under this Agreement, if such delay is caused by circumstances beyond Our reasonable control including, without limitation, any delay caused by any act or omission of the other party, acts of God, war, floods, windstorm, labor disputes, or delay of essential content or services.

20. Notices.

20.1. Whenever under the provisions of this Agreement You are required or permitted to give notice to IC Real Tech, You shall give the notice in writing. It shall be deemed given either when delivered personally, or by courier, or three (3) days after mailing, postage prepaid by registered or certified mail, return receipt requested, addressed to IC Real Tech, at the following address:

IC Real Tech, Inc.

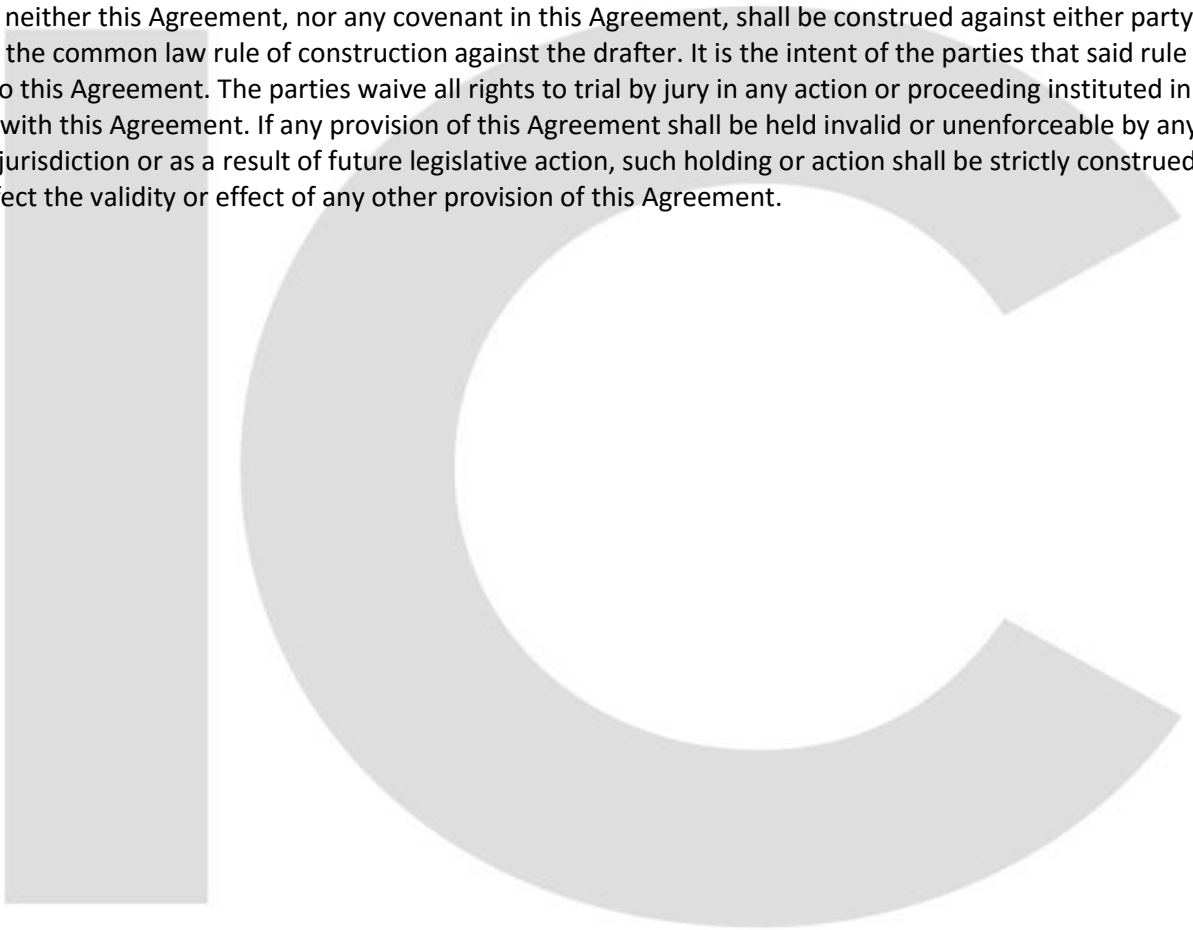
3050 N Andrews Ave EXT

Pompano Beach, FL 33064

Attention: Katie Shenko

20.2. Whenever under the provisions of this Agreement IC Real Tech is required or permitted to give notice to You, IC Real Tech may send an email to the address provided by You when You registered with the System. If You have not provided an accurate email address or if You have not registered with the System, IC Real Tech may send a notice to You in any reasonable way.

21. Miscellaneous. This Agreement contains the sole and entire agreement between the Parties with respect to the use of the System and supersedes any and all other prior written or oral agreements between them. You may not assign Your account or your rights and obligations under this Agreement to anyone without the express written consent of IC Real Tech. Upon reasonable notice, IC Real Tech may assign its rights and obligations under this Agreement. Captions contained in this Agreement are inserted only as a matter of convenience or for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision of this Agreement. It is the intent of the parties that neither this Agreement, nor any covenant in this Agreement, shall be construed against either party pursuant to the common law rule of construction against the drafter. It is the intent of the parties that said rule not be applicable to this Agreement. The parties waive all rights to trial by jury in any action or proceeding instituted in connection with this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision of this Agreement.



IC Realtime LLC

www.icrealtime.com

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