

Sensor Concepts Incorporated
TERMS OF SERVICE

The following Terms of Service (“Terms”) are entered into by and between Sensor Concepts Incorporated, a California corporation (“SCI” or “we” or “us”) and any person who accesses and/or uses our online services (all of whom are collectively referred to as “Users” or “you”), including our website www.sensorconcepts.com, e-mail notifications, short messaging system (SMS), and applications (collectively, the “Services”).

By accessing and/or using the Services, you agree to be bound and abide by the Terms and our Privacy Policy, found at www.sensorconcepts.com, incorporated herein by reference. If you do not agree to the Terms and Privacy Policy, do not access or use the Services and exit the Services now. These Terms are effective as of February 22, 2018. Your agreement with us regarding compliance with these Terms becomes effective immediately when you access or use our Services.

Your Representations

The Services are offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. You represent, warrant, and covenant that you have the authorization to use and access the Services; that you are allowed to access and use the Services under applicable laws; that you are at least 18 years old; and that all information you enter into the Services is true, accurate, and complete.

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Use of Services to Perform or Participate in any Illegal Activity is Prohibited

You agree to access and use the Services in accordance with the Terms and only for lawful purposes. You may not use the Services in a way that violates any applicable federal, state, local or international laws or regulations.

You agree not to access or use the Services for spamming activities or to disseminate or transmit or collect material that is unlawful, abusive, deceptive, fraudulent, invasive of another's privacy, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening, malicious or that otherwise violates our rules or policies, including these Terms. You agree not to access or use the Services to commit identity theft, to impersonate an individual or a company, or to otherwise attempt to mislead any person as to the identity or origin of any communication.

You agree not to access or use the Services to infringe on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

You agree that we may at any time, and at our sole discretion, terminate your access to or use of the Services, or any feature within the Services, without prior notice to you.

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SCI may modify, revise, or update the Terms at any time, without notice to you. All changes are effective the moment we post them and apply to all access to and use of the Services thereafter. Your continued access to and use of the Services following the posting of revised Terms of Service means that you agree to and accept the changes. You agree that it is your responsibility to review periodically the Terms of Service and to be aware of any changes.

Communication

You agree to receive communications, including those generated by automatic telephone dialing systems, sent by or on behalf of SCI, including via e-mail, regular mail, calls, push notifications

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to the cellular number you provided us, text messages, SMS, MMS, postings on the Service, or other means now known or hereinafter developed.

Warranty Disclaimer

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YOU UNDERSTAND AND AGREE THAT FROM TIME TO TIME THERE MAY BE AN OUTAGE IN THE SERVICES OR THE SERVICES MAY BE INACCESSIBLE OR INOPERABLE. THIS MAY HAPPEN FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, EQUIPMENT MALFUNCTIONS, INTERNET CONGESTION, PERIODIC MAINTENANCE PROCEDURES, REPAIRS, OR CAUSES BEYOND OUR CONTROL OR WHICH ARE NOT REASONABLY FORESEEN BY US.

SCI MAKES NO REPRESENTATIONS THAT THE MATERIALS OR CONTENT CONTAINED WITHIN THE SERVICES ARE APPROPRIATE FOR LOCATIONS OUTSIDE THE UNITED STATES. IF YOU USE THE COMPANY SITE FROM LOCATIONS OUTSIDE THE UNITED STATES, YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ANY AND ALL APPLICABLE LOCAL LAWS OF THE JURISDICTION FROM WHICH YOU ACCESS IT.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

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Limitation of Liability

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THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless SCI, its officers, directors, employees, consultants, attorneys, suppliers, agents, affiliates, licensors, service providers, 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 or your access to or use of the Services.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

Waiver and Severability

No waiver, by SCI, of any term, condition, or provision set out in the Terms shall be deemed a further or continuing waiver of such term, condition, or provision, and any failure by us to assert a right or provision under the Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is adjudicated by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms will otherwise remain full in force and effect.

Reservation of Rights

SCI reserves the right to seek all remedies available at law and in equity for violations of these Terms.

Termination

SCI may terminate these Terms or access to or use of the Services, temporarily or permanently, at any time, with or without notice, for any reason.

Privacy

Our Privacy Policy, available at www.sensorconcepts.com, contains information about how we collect, use, and/or disclose information that is generated by your access to and use of the Services. The Privacy Policy also contains information about how we protect your data. You understand that through your access and use of the Services, you consent to the collection, use, and disclosure of this information, as permitted by our Privacy Policy.

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Governing Law, Jurisdiction and Venue

The Terms and any other agreement incorporated herein shall be governed by and construed with the laws of the State of California and the applicable laws of the United States, without regard to conflict of law principles thereof. You hereby consent and submit to the personal and exclusive jurisdiction of the courts of the State of California in any action or dispute related to the Terms and any other agreement incorporated thereby. You agree that any legal proceeding to interpret, enforce, or that otherwise arise out of or relate to these Terms or SCI's Services, including without limitation mediation, arbitration, administrative proceedings, and/or court litigation, shall be venued in Alameda County, California.

Arbitration

Any dispute, claim or controversy arising out of or relating to the Terms, Privacy Policy, and any other agreement referred to in the Terms, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Alameda County. Judgment on any award may be entered in any court having jurisdiction, as prescribed in the preceding clause. This agreement to arbitrate shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction.

Entire Agreement

The Terms, Privacy Policy, and any other agreement referred to in the Terms constitute the sole and entire agreement between you and SCI regarding the subject matters in those agreements, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services.

Contact Us

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