

## **TERMS OF SERVICE**

Thank you for using Ident-A-Kid Visitor Management System (“IAK-VM”), a service brand of Ident-A-Kid services, Inc. (ISA) These terms of service, including the Privacy Policy, Security Policy and the Pricing Policy, which are incorporated herein by this reference and which You can access at <https://visitormanagement.identakid.com>, (collectively, the “Terms”), are a binding legal contract between ISA, Inc., its subsidiaries, affiliates and licensors (collectively, “ISA”) and the individual or legal entity who subscribes to the ISA Services (“You”). By clicking the “I AGREE” button or by installing, accessing or using the Services, You represent that You have the authority to enter into these Terms. If You do so on behalf of a legal entity, You represent and warrant that You have the authority to accept these Terms on behalf of that legal entity.

These Terms govern Your use of the ISA online service, any service offerings or features provided by ISA, the ISA websites, any ISA downloadable Client software which is provided solely for the purpose of accessing the services (a “Client”), and any updates and written documentation (together with the Client, the “Services”). Your continued use of the Services following modification to the Services or these Terms constitutes Your agreement to be bound by the modified Terms. To stay informed of any changes, please review the most current version of these Terms at [identakid.com/terms](http://identakid.com/terms) . If You do not agree to be bound by these Terms, You may not use the Services.

### **YOUR ACCOUNT**

To access and use the Services, You must create an ISA account that is protected by a username and password (Your “Account”). You agree to provide ISA with accurate and complete information when You register for an Account. You agree to keep Your password and other Account details secret, and not share them with anyone else, in order to prevent unauthorized access to Your Account. If Your contact information or other Account information changes, You must update Your Account details promptly. After You create an Account, You may upload Your information, files and folders which You have a legal right to copy, share, upload, download or otherwise use, to Your Account.

If You obtained access to the Services through a legal entity such as Your business, or through a ISA authorized reseller, You acknowledge and agree that other users may have been designated to access, control or manage any information or content that is protected by Your Account. You, not ISA, are solely responsible for access to, content in or sharing and use of Your Account. ISA is not liable for any loss or damage arising from any access to, content in, or sharing and use of Your Account. If You believe there has been unauthorized access to Your Account, You must notify [info@Identakid.com](mailto:info@Identakid.com) immediately.

### **PRIVACY AND SECURITY**

ISA takes Your right to privacy and the security of Your data very seriously. The Services are built with a series of administrative, physical and technical safeguards designed to protect Your Account. ISA’s Privacy Policy and Security Policy can be accessed by navigating the links above or visiting <https://visitormanagement.identakid.com> .

### **YOUR CONDUCT**

ISA may terminate Your access to and use of the Services if You (1) harm, disrupt or otherwise engage in activity that diminishes the ISA brand, Services, computer system or network, (2) misrepresent Your identity, impersonate any person or attempt to gain access to any Account, computers or networks related to the Services, without

authorization, (3) attempt to interfere with any other person's use of the Services, (4) use a Service inappropriate for Your usage (for example, if You are backing up external hard drives and servers, You must use the appropriate ISA solution specially designed for such use), (5) use the Services in a manner that results in excessive bandwidth usage, as determined by ISA, (6) use the Services to store, backup or distribute any illegal files or data, (7) use the Services to store, backup or distribute material protected by intellectual property rights of a third party unless You own or have rights to such material, (8) use the Services to store, backup or distribute material that contains viruses, Trojan horses, worms, corrupted files or any other similar software that may damage the operation of the Services or another person's computer or property, (9) reverse engineer, decompile, disassemble, modify or create derivative works of the Services, (10) alter or modify any disabling mechanism which may be included in the Services, (11) assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Services, (12) directly or indirectly permit any third party to copy the Services, (13) remove or fail to reproduce on any permitted backup or archival copy of the Services any proprietary notices (e.g., copyright and trademark notices) from the Services, or (14) infringe the intellectual property or other legal rights of third parties.

You are solely responsible for ensuring that Your use of the Services is in compliance with all applicable foreign, federal, state and local laws, rules and regulations. You shall defend, indemnify and hold ISA, its officers, directors, shareholders, affiliates, suppliers and licensors, harmless from and against any and all damages, fines, penalties, assessments, liabilities, losses, costs and expenses (including attorneys' fees, expert fees and out-of-pocket expenses) in connection with Your use of the Services, Your violation of these Terms, Your violation of any third-party rights, including any intellectual property rights, any misuse or fraudulent use of credit and debit cards, any claims that the Services or any party thereof were exported or otherwise shipped or transported by You in violation of applicable laws, rules and regulations, or any claim of misuse of the Services, including but not limited to any claim that You are storing illegal files or data in Your Account.

## **ISA PROPERTY**

You may be required to download a Client. The Client is licensed to You for the sole purpose of accessing the Services. The Services may automatically update the Client installed on Your computer when a new version is available. While you have an active Account, ISA grants You a revocable, limited, non-transferable, non-exclusive license to access the ISA website(s) and use the Client and Services. You may use the Services only in accordance with the then-current documentation and customer support available at [www.ISA.com](http://www.ISA.com) or as specified in other documentation provided by ISA or an authorized reseller. The Services may contain or ISA may provide to You third-party hardware, products, software or programming, or You may obtain third-party hardware, products, software or programming from third parties directly, ("Third-Party Components") and You acknowledge that license terms accompanying such Third-Party Components will govern their use. For a list of open source Third Party Components contained in the locally installed Client, please [click here](#). Except for the limited license granted herein, You acknowledge that ISA or third parties own all right, title and interest in and to the Services, all copies thereof and all proprietary rights therein, including copyrights, patents, trademarks, logos, domain names or other brand features of ISA. You may provide feedback to ISA with respect to the Services and ISA may use feedback for any purpose without obligation of any kind. To the extent a license is required under Your intellectual property rights to make use of the feedback, You hereby grant ISA an irrevocable, non-exclusive, perpetual, royalty free license to use the feedback in connection with ISA's business, including enhancement of the Services.

ISA may discontinue, suspend or modify the Services, any feature included in the Services, or the availability of the Services on any particular device or communications service, at any time and without notice to You. If any third

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#### **DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY**

YOUR INSTALLATION, USE AND ACCESS OF THE SERVICES IS AT YOUR SOLE DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER, SOFTWARE AND THE LOSS OF STORED DATA THAT RESULTS FROM THE USE THEREOF. YOUR STORED DATA MAY NOT BE AVAILABLE OR RESTORABLE IF (1) ISA HAS NOT COMPLETED COPYING YOUR SELECTED FILES OR CHANGED FILES, (2) FOR FILES, FOLDERS OR DISK DRIVES THAT THE SERVICES DO NOT AUTOMATICALLY BACKUP PURSUANT TO ISA DOCUMENTATION, YOU DO NOT MANUALLY SELECT THEM FOR BACKUP OR YOU UNSELECT A FILE FOR BACKUP, (3) YOU DELETE A FILE FROM YOUR COMPUTER AND DO NOT RESTORE IT WITHIN 30 CALENDAR DAYS AFTER DELETION, OR YOU DELETE A COMPUTER FROM YOUR ISA ACCOUNT, (4) YOU MOVE A FILE TO A LOCATION ON YOUR COMPUTER THAT IS NOT AUTOMATICALLY SCANNED TO SELECT FILES FOR BACKUP OR YOU UPGRADE YOUR OPERATING SYSTEM RESULTING IN CHANGES TO YOUR FILE MAPPING, (5) YOUR COMPUTER IS UNABLE TO ACCESS THE INTERNET OR ISA SERVERS, (6) YOU FAIL TO FOLLOW ISA'S TECHNICAL REQUIREMENTS, INCLUDING UPGRADING THE VERSION OF THE SERVICES AS REQUIRED, OR (7) YOU TERMINATE YOUR LICENSE OR FAIL TO RENEW YOUR SUBSCRIPTION TO THE SERVICES.

THE SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT ISA DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT (1) VIRUSES, WORMS, TROJAN HORSES AND OTHER UNDESIRABLE DATA OR SOFTWARE, OR (2) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE YOUR DATA, WEBSITES, COMPUTERS AND NETWORKS. ISA IS NOT RESPONSIBLE FOR SUCH ACTIVITIES. YOU ARE SOLELY RESPONSIBLE FOR THE SECURITY AND INTEGRITY OF YOUR ACCOUNT AND YOUR COMPUTER SYSTEMS. THE SERVICES AND THIRD-PARTY COMPONENTS ARE PROVIDED "AS IS," "WHERE IS," "AS AVAILABLE," "WITH ALL FAULTS" AND, TO THE FULLEST EXTENT PERMITTED BY LAW, WITHOUT WARRANTY OF ANY KIND. ISA DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES AND THIRD-PARTY COMPONENTS EXCEPT FOR WARRANTIES THAT MAY BE PROVIDED SEPARATELY BY PRODUCT MANUFACTURERS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES REGARDING QUIET ENJOYMENT, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SERVICES. ISA DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT ENCRYPTION ALGORITHMS, ASSOCIATED KEYS AND OTHER SECURITY MEASURES WILL BE SECURE OR EFFECTIVE. YOU UNDERSTAND AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ISA SHALL CREATE ANY ADDITIONAL ISA WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF ISA'S OBLIGATIONS HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ISA BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY COST TO PROCURE SUBSTITUTE SERVICES OR DATA, OR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR ANY OTHER DAMAGES, INCLUDING DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOSS OF DATA, LOSS OF STORED DATA OR BUSINESS INTERRUPTION, ARISING OUT OF YOUR USE OR INABILITY TO USE THE SERVICES, EVEN IF ISA HAS BEEN ADVISED ABOUT THE POSSIBILITY OF SUCH DAMAGES (WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE). IN ANY CASE AND WITHOUT LIMITING THE FOREGOING, THE ENTIRE LIABILITY OF ISA FOR ALL DAMAGES OF EVERY KIND AND TYPE (WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING

NEGLIGENCE) OR OTHERWISE) SHALL BE LIMITED TO THE SUBSCRIPTION FEES PAID BY YOU TO ISA IN THE 12 CALENDAR MONTHS IMMEDIATELY PRIOR TO THE DAMAGES ARISING. IF THE SERVICES ARE PROVIDED TO YOU WITHOUT CHARGE, THEN ISA SHALL HAVE NO LIABILITY TO YOU WHATSOEVER. THE FOREGOING TERMS SET A LIMIT ON THE AMOUNT OF DAMAGES PAYABLE AND ARE NOT INTENDED TO ESTABLISH LIQUIDATED DAMAGES. YOU EXPRESSLY RECOGNIZE AND ACKNOWLEDGE THAT SUCH LIMITATION OF LIABILITY IS AN ESSENTIAL PART OF THESE TERMS AND ISA'S AGREEMENT TO PROVIDE YOU THE SERVICES, AND IS AN ESSENTIAL FACTOR IN ESTABLISHING THE PRICE OF THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR THE LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SOME OF THE FOREGOING TERMS MAY NOT APPLY TO YOU.

## **MISCELLANEOUS**

Additional Service Terms. Depending on the Services that You use, additional terms may apply. Visit Additional Service Terms at [www.ISA.com](http://www.ISA.com) for more information.

Government Use. The Services constitute Commercial Off The Shelf ("COTS") items as that term is defined in the U.S. Government Federal Acquisition Regulations ("FAR"). Government use rights are limited to those minimum rights required by the appropriate provisions of the FAR.

Export; Terms of Service for Non-U.S. Residents. You shall not export the Services or any part thereof, directly or indirectly, to any country for which the United States requires an export license or other governmental approval. In particular, You acknowledge that the Services or any part thereof, may not be exported or re-exported to, or otherwise used in, any U.S.-embargoed countries or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons or Entity List. By using the Services, You represent and warrant that You are not located in any such country or on any such list.

Shipping/Returns. All orders for products are shipped by UPS ground. Additional charges may apply for shipping to Alaska, Hawaii or outside the United States. Your account must be current in order to receive a shipment from ISA. Any equipment returned to ISA shall be subject to a 25% restocking charge.

Sales Tax. ISA does not collect sales tax on online orders. You are solely responsible for payment of any sales and/or use tax to the applicable state authority.

Governing Law and Arbitration. These Terms shall be governed, construed and enforced in accordance with the laws of the state of Florida, without reference to conflicts of law principles, and You acknowledge sufficient contacts with that forum state. The parties agree that the exclusive jurisdiction of any actions arising out of, relating to or in any way connected with these Terms, shall be in the state or federal courts, as applicable, located in or nearest to Pinellas County, Florida, the location of ISA's corporate office. Any dispute, controversy or claim arising out of or relating to this Agreement, including the arbitrability of the matter or the formation, interpretation, scope, applicability, termination or breach thereof, shall be referred to and finally determined by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures, or JAMS International Arbitration Rules, if the matter is deemed "international" within the meaning of that term as defined in the JAMS International Arbitration Rules. The arbitration shall be administered by JAMS, shall take place before a sole arbitrator and shall be conducted in Pinellas County, Florida. If the JAMS International Arbitration Rules apply, the language to be used in the arbitral proceedings will be English. Judgment upon the arbitral award may be entered by any court having jurisdiction. This section shall apply to and require arbitration of all disputes, controversies

and claims, regardless of whether such disputes, controversies or claims concern a single individual, entity or other person, multiple individuals, entities or other persons, or classes of individuals, entities or other persons.

General. These Terms constitute the entire understanding of the parties and supersede all prior and contemporaneous written and oral agreements with respect to the subject matter hereof. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of these Terms. If one or more of the provisions herein shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforcement of the remaining provisions shall not be affected or impaired. Any inconsistency between these Terms in English and these Terms in any other language shall, to the fullest extent permitted by applicable law, be resolved by reference to the English version. The failure to enforce or the waiver by either party of a default or breach of the other party shall not be considered to be a waiver of any subsequent default or breach. If You or ISA cannot perform its obligations under these Terms because of any act of God, accident, strike, court order, fire, riot, war, failure of third-party equipment or any other cause not within the affected party's reasonable control and that could not be avoided through the exercise of reasonable care and diligence (a "Force Majeure Event"), then the non-performing party will (1) promptly notify the other party, (2) take reasonable steps to resume performance as soon as possible, and (3) not be considered in breach during the duration of the Force Majeure Event. If a Force Majeure Event continues for 5 or more days, ISA may terminate Your subscription to the Services and these Terms by providing electronic notice to You. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT. The following provisions shall survive termination or expiration of this Agreement: Your Account, Privacy and Security, Your Subscription, Your Conduct, ISA Property, Disclaimer of Warranties; Limitation of Liability; and General Legal Terms.

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