



Eyecon Technologies, Inc.
824 San Antonio Road
Palo Alto CA 94303

Tel: 650.488.4080
Fax: 650.856.8168
www.eyecontechnologies.com

EYECON TECHNOLOGIES, INC. TERMS OF SERVICE

Last Updated: 9/22/09

Eyecon Technologies, Inc. (“**Eyecon Technologies**”) provides software (“**Software**”) which allows you to aggregate, search, navigate, access, preview, view route and control personal and premium content (the “**Services**”) and www.eyecontechnologies.com or www.eyecontec.com (the “**Site**”). Please read the following terms and conditions and our Privacy Policy, which may be found at <http://www.eyecontec.com/content/privacy-policy>, and which is incorporated herein by this reference (“**Terms of Service**”). These Terms of Service govern your access to and use of the Services and the Site and, except as otherwise provided in these Terms of Service, all text, graphics, images, music, software, audio, video, information or other materials generated by Eyecon Technologies and provided through the Services and the Site (“**Eyecon Content**”), and constitute a binding legal agreement between you and Eyecon Technologies.

Your access to or use of the Services or certain Eyecon Content may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions, including but not limited to the Software which is governed by the End User License Agreement located at <http://www.eyecontec.com/content/license-agreement>. If there is a conflict between these Terms of Service and terms and conditions posted for a specific Service or portion of Eyecon Content, the latter terms and conditions shall take precedence with respect to your use of or access to that specific Service or portion of Eyecon Content. If there is a conflict between these Terms of Service and terms and conditions governing any content provided by a party other than Eyecon Technologies and made available or accessed through the Services (“**Third Party Content**”), the latter Third Party Content terms and conditions shall take precedence with respect to your use of or access to that Third Party Content. Third Party Content, together with the Eyecon Content and User Content (as defined below) shall be referred to herein as “**Content**.”

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SERVICES OR BY ACCESSING ANY CONTENT THROUGH THE SERVICES OR THE SITE, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE, WHETHER OR NOT YOU HAVE REGISTERED WITH EYECON TECHNOLOGIES. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SERVICES, THE SITE OR EYECON CONTENT.

Modification

Eyecon Technologies reserves the right, at its sole discretion, to modify, discontinue or terminate the Services or the Site or to modify these Terms of Service, at any time and without prior notice. If we modify these Terms of Service, we will post the modification on the Site or provide you with notice of the modification. We will also update the “Last Updated Date” at the top of this page. By continuing to access or use the Services or the Site after we have posted a modification on the Site or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms of Service. If the modified Terms of Service are not acceptable to you, your only recourse is to cease using the Services and the Site.

Eligibility and Account Registration

In order to access certain features of the Services you must register to create an account (“**Account**”) and become a “**User**.”

During the registration process, you will be required to provide certain information and you will establish a username and a password. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Eyecon Technologies reserves the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete.

You are responsible for safeguarding your password. You agree not to disclose your password to any third party and to take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. You will immediately notify Eyecon Technologies of any unauthorized use of your Account.

Networks and In-Network Accounts

The Services provide Users with the option of allowing others to access their “**Network**” by creating “**Network Accounts**” for those individuals to whom Users wish to grant such access (your “**Network Account Holders**”). Network Accounts Holders will be able to access the Network with their own separate usernames and passwords and have ability to create their own content personalization settings. By choosing to establish a Network and establishing a Network Account for another individual’s use, you agree and acknowledge that you are responsible for ensuring that any use of your Network complies with these Terms of Service and that you assume any and all liability for any activities conducted through your Network including but not limited to any liability related to Third Party Content (defined below). Any violation of these Terms of Service by your Network Account Holders will be deemed to a violation committed by you.

Fees

Eyecon Technologies reserves the right, at any time, to impose or restructure any fees charged for your use of the Services, Site or Eyecon Content. In particular, we may charge

fees in addition to any amounts that are imposed by your wireless provider in connection with your use of the Site or Services.

Mobile Services

We may provide the means through which you can utilize the Services and the Site on your phone or wireless device (“**Mobile Services**”). If you choose to utilize Mobile Services, you thereby agree to receive such service on the device you provide for such purposes and understand that your wireless provider’s standard rates and data rates may apply to these services. By using the Mobile Services, you agree to be responsible for any fees that we may impose or are incurred as a result of your use of the Mobile Services. You represent that you are the owner or authorized user of the wireless device you use to access the Mobile Services and that you are authorized to approve the applicable charges.

Privacy

Please see Eyecon Technologies’ Privacy Policy at <http://www.eyecontec.com/content/privacy-policy> for information and notices concerning our collection and use of personal information.

Ownership

The Services, Site and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms of Service, Eyecon Technologies and its licensors exclusively own all right, title and interest in and to the Services, Site and Eyecon Content, including all associated intellectual property rights. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services, Site or Content.

Eyecon Content License

Eyecon Technologies authorizes you to download, view and print, search, access, preview, route, control any Eyecon Content solely for your personal and non-commercial purposes, and subject to the restrictions set forth in these Terms. Neither You, nor any of your Network Account Holders, will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services, Site or Eyecon Content, except as expressly permitted in these Terms of Service. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Eyecon Technologies or its licensors, except for the licenses and rights expressly granted in these Terms of Service. Our Software is governed by the End User License Agreement which can be found here <http://www.eyecontec.com/content/license-agreement>.

Third Party Content

The Services allow you to access Third Party Content. You acknowledge and agree that, in order to use the Services, Eyecon Technologies may need to interact with certain Third Party Content providers with whom you or your Network Account Holders have an account. You hereby designate us your agent for those limited purposes. Actions we take with those companies on your behalf will be deemed to be actions taken by you. By providing or allowing Eyecon Technologies to access certain types of Third Party Content on behalf of your Network, you are granting Eyecon Technologies all of the necessary rights and permissions to provide the Services to you and your Network Account Holders. Furthermore, you agree and acknowledge that by using the Services, you and your Network Account Holders are in compliance with the terms and conditions of those Third Party Content providers whose materials is accessed through the Services and your Network and that you remain liable for any such usage.

User Content

Users may post, upload, publish, submit or transmit text, graphics, images, music, software, audio, video, information or other materials to be made available through the Services (“**User Content**”). By making available any User Content through the Services, you hereby grant to Eyecon Technologies a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such User Content only on, through or by means of the Services and the Site. Eyecon Technologies does not claim any ownership rights in any such User Content and nothing in these Terms of Service will be deemed to restrict any rights that you may have to use and exploit any such User Content

You acknowledge and agree that you are solely responsible for all User Content that you make available through the Services or the Site. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available through the Services or the Site or you have all rights, licenses, consents and releases that are necessary to grant to Eyecon Technologies the rights in such User Content, as contemplated under these Terms of Service; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or Eyecon Technologies’ use of the User Content (or any portion thereof) on, through or by means of the Services or the Site will infringe, misappropriate or violate a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Feedback

We welcome and encourage feedback, comments and suggestions for improvements to the Services and Site (“**Feedback**”). Feedback may be submitted by emailing us at

support@eyecontechnologies.com. You acknowledge and agree that all Feedback will be the sole and exclusive property of Eyecon Technologies and you hereby irrevocably assign to Eyecon Technologies and agree to irrevocably assign to Eyecon Technologies all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent rights, copyright rights, trade secret rights, and other proprietary or intellectual property rights therein. At Eyecon Technologies' request and expense, you will execute documents and take such further acts as Eyecon Technologies may reasonably request to assist Eyecon Technologies to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback

General Prohibitions

You agree that you will not and your Network will not be used to:

- Post, upload, publish, submit or transmit any text, graphics, images, software, music, audio, video, information or other material that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances (including but not limited to activities that promote or provide instructional information regarding the manufacture or purchase of illegal weapons or illegal substances).
- Display, mirror, frame or utilize framing techniques to enclose the Site, or any individual element or materials within the Site, Eyecon Technologies' name, any Eyecon Technologies trademark, logo or other proprietary information, the content of any text or the layout and design of any page or form contained on a page, without Eyecon Technologies' express written consent;
- Access, tamper with, or use non-public areas of the Site, Eyecon Technologies' computer systems, or the technical delivery systems of Eyecon Technologies' providers;
- Attempt to probe, scan, or test the vulnerability of any Eyecon Technologies system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Eyecon Technologies or any of Eyecon Technologies' providers or any other third party (including another user) to protect the Services, Site or any Content;

- Attempt to access or search the Services, Site or Eyecon Content or download Eyecon Content or User Content from the Services or Site through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the Software and/or search agents provided by Eyecon Technologies or other generally available third party web browsers (such as Microsoft Internet Explorer, Mozilla Firefox, Safari or Opera);
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Utilize any meta tags or other hidden text or metadata utilizing a Eyecon Technologies trademark, logo URL or product name without our express written consent;
- Utilize the Services, Site or Eyecon Content for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms of Service;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services, Site or Content to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the Software used to provide the Services, Site or Content;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site;
- Collect or store any personally identifiable information from the Services or Site from other users of the Services or Site without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

Eyecon Technologies will have the right to investigate and prosecute violations of any of the above, including intellectual property rights infringement and security issues, to the fullest extent of the law. Eyecon Technologies may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms of Service. You acknowledge that Eyecon Technologies has no obligation to monitor your Network or your access to or use of the Services, Site or Content or to review or edit any User Content, but has the right to do so for the purpose of operating the Services and Site, to ensure compliance with these Terms of Service, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Eyecon Technologies reserves the right, at any time and without prior notice, to remove or disable access to any Content, including any User Content, that Eyecon Technologies,

in its sole discretion, considers to be in violation of these Terms of Service or otherwise harmful to the Services or Site.

Copyright and IP Policy

Eyecon Technologies respects copyright law and expects its users to do the same. Eyecon Technologies has adopted and implemented a policy that provides for the termination in appropriate circumstances of registered users or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. Please see Eyecon Technologies' Copyright and IP Policy at <http://www.eyecontec.com/content/dmca-notice> for further information.

Links

The Service and Site may contain links to third-party websites or resources. You acknowledge and agree that Eyecon Technologies is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources, including but not limited to Third Party Content accessed through the Services. Links to such websites or resources do not imply any endorsement by Eyecon Technologies of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use, including but not limited to your Network Account Holders' use, of any such websites and resources, as well as all responsibility and risk related to any terms and conditions which govern such websites and resources.

Termination and Account Cancellation

If you or any of your Network Account Holders breach any of these Terms of Service, Eyecon Technologies will have the right to suspend or disable your Account or terminate these Terms of Service, at its sole discretion and without prior notice to you. Eyecon Technologies reserves the right to revoke your access to and use of the Services, Site, Eyecon Content and User Content at any time, with or without cause. You may cancel your Account at any time by sending an email to support@eyecontechologies.com.

Use At Your Own Risk

Your access to and use of, as well as your Network's access to and use of, the Services, Site and Content is at your own risk. Eyecon Technologies will have no responsibility for any harm to any devices, including but not limited to your computer system, wireless device, network attached storage devices or other playback devices, or other loss of data, or other harm that results from your access to or use of, or your Network's access to and use of, the Services, Site or Content. You agree to use the Services and your Network, including but not limited to accessing Third Party Content, only where permitted by law.

Disclaimers

THE SERVICES, SITE, AND CONTENT ARE PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, EYECON TECHNOLOGIES EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

EYECON TECHNOLOGIES MAKES NO WARRANTY THAT THE SERVICES, SITE OR CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. EYECON TECHNOLOGIES MAKES NO WARRANTY REGARDING THE QUALITY OF ANY PRODUCTS, SERVICES OR CONTENT PURCHASED OR OBTAINED THROUGH THE SERVICES OR SITE OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED OR ACCESSED THROUGH THE SERVICES OR SITE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM EYECON TECHNOLOGIES OR THROUGH THE SERVICES, SITE, OR CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF THE COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES, SITE, AND WITH OTHER PERSONS WITH WHOM YOU OR YOUR NETWORK ACCOUNT HOLDERS COMMUNICATE OR INTERACT AS A RESULT OF THE USE OF THE SERVICES OR SITE, WHICH TAKE PLACE THROUGH YOUR ACCOUNT OR YOUR NETWORK. YOU UNDERSTAND THAT EYECON TECHNOLOGIES DOES NOT SCREEN OR INQUIRE INTO THE BACKGROUND OF ANY USERS OF THE SERVICES OR SITE, NOR DOES EYECON TECHNOLOGIES MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SERVICES OR SITE. EYECON TECHNOLOGIES MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SERVICES OR SITE OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SERVICES OR SITE. YOU AGREE TO TAKE, AND TO INSTRUCT YOUR NETWORK ACCOUNT HOLDERS TO TAKE, REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES OR SITE AND WITH OTHER PERSONS WITH WHOM YOU OR YOUR NETWORK ACCOUNT HOLDERS COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES OR SITE, PARTICULARLY IF YOU OR YOUR NETWORK ACCOUNT HOLDERS DECIDE TO MEET OTHERS OFFLINE OR IN PERSON.

IT IS POSSIBLE THAT CERTAIN INDIVIDUALS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE SERVICES, SITE OR CONTENT. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, OR ANY OF YOUR

NETWORK ACCOUNT HOLDERS HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE SERVICE. IMMEDIATELY DISCONTINUE USE OF THE SERVICE AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE SERVICE: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

Indemnity

You agree to defend, indemnify, and hold Eyecon Technologies, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of, and your Network Account Holders' access to or use of, your Network, the Services, Site, Content, or any related violation of these Terms of Service. This defense and indemnification obligation will survive these Terms of Service and the use of your Network, the Services, Site and Content.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF, AND YOUR NETWORK ACCOUNT HOLDERS' ACCESS TO AND USE OF, YOUR NETWORK, THE SERVICES, SITE AND CONTENT REMAINS WITH YOU. NEITHER EYECON TECHNOLOGIES NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING YOUR NETWORK, THE SERVICES, SITE OR CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE YOUR NETWORK, THE SERVICES, SITE OR CONTENT, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES OR SITE OR OTHER PERSONS WITH WHOM YOU OR YOUR NETWORK ACCOUNT HOLDERS COMMUNICATE OR INTERACT AS A RESULT OF THE USE OF YOUR NETWORK, THE SERVICES OR SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT EYECON TECHNOLOGIES HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. YOU SPECIFICALLY ACKNOWLEDGE THAT EYECON TECHNOLOGIES IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE

RISK OF INJURY TO YOU, OR YOUR NETWORK ACCOUNT HOLDERS, FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHER, EYECON TECHNOLOGIES WILL HAVE NO LIABILITY TO YOU, YOUR NETWORK ACCOUNT HOLDERS OR TO ANY THIRD PARTY FOR ANY USER CONTENT UPLOADED ONTO OR DOWNLOADED FROM, OR ANY THIRD PARTY CONTENT ACCESS THROUGH, THE SERVICES OR THROUGH THE SITE.

IN NO EVENT WILL EYECON TECHNOLOGIES' AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, SITE OR CONTENT [EXCEED THE AMOUNTS YOU HAVE PAID TO EYECON TECHNOLOGIES FOR USE OF THE SERVICES, SITE OR CONTENT.] THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN EYECON TECHNOLOGIES AND YOU.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Proprietary Rights Notices

All trademarks, service marks, logos, trade names and any other proprietary designations of Eyecon Technologies used herein are trademarks or registered trademarks of Eyecon Technologies. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

Controlling Law and Jurisdiction

These Terms of Service and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms of Service will be the federal or state courts located in the Northern District of California and each of the parties hereto consents to the personal jurisdiction and venue in such courts.

Entire Agreement

These Terms of Service constitute the entire and exclusive understanding and agreement between Eyecon Technologies and you regarding the Services, Site and Content, and these Terms of Service supersede and replace any and all prior oral or written understandings or agreements between Eyecon Technologies and you regarding the Services, Site and Content.

Assignment

You may not assign or transfer these Terms of Service, by operation of law or otherwise, without Eyecon Technologies' prior written consent. Any attempt by you to assign or

transfer these Terms of Service, without such consent, will be null and of no effect. Eyecon Technologies may assign or transfer these Terms of Service, in its sole discretion, without restriction. Subject to the foregoing, these Terms of Service will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices

Any notices or other communications permitted to required hereunder, including those regarding modifications to these Terms of Service, will be in writing and given: (i) by Eyecon Technologies via email (in each case to the address that you provide) or (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

General

The failure of Eyecon Technologies to enforce any right or provision of these Terms of Service will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Eyecon Technologies. Except as expressly set forth in these Terms of Service, the exercise by either party of any of its remedies under these Terms of Service will be without prejudice to its other remedies under these Terms of Service or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms of Service invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms of Service will remain in full force and effect.

Contacting Eyecon Technologies

If you have any questions about these Terms of Service, please contact Eyecon Technologies at info@eyecontechnologies.com.