

Terms of Service

Last Updated: 11/18/2016

Voxx Accessories Corporation (“**Voxx**”, “**us**” or “**we**”) provides software and services that allow its customers to upload data from a Voxx [Project Nursery WiFi Monitor] electronic device (each, a “**Device**”) to Voxx’s servers (or those of Voxx’s third party vendors or contractors) for backup and archival purposes. Visitors to the Voxx website located at: [<http://www.projectnursery.com/>] (the “**Website**”) may also choose to become registered members of the Website. The services offered by Voxx include the Website, a mobile software application used in connection with the Device and/or Website (the “**App**”) together with the features, content, or services offered from time to time by Voxx through or in connection with the Website (collectively, the “**Services**”).

These Terms of Service (the “**Terms**”) set forth the legally binding terms and conditions governing your use of the Website and the Services. By using the Website or the Services, or by registering for an account on the Services, you hereby agree to be bound by these Terms, whether you are a “**Visitor**” (which means that you simply browse the Website) or a “**Member**” (which means that you have registered with Voxx and set up an account, as described in Section 3 below). Visitors and Members may be referred to collectively as “**Users**”.

BY USING THE WEBSITE OR THE SERVICES, YOU AGREE TO COMPLY WITH AND BE BOUND BY THESE TERMS AND BY THE VOXX PRIVACY POLICY (WHICH IS HEREBY INCORPORATED BY REFERENCE). IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND THE PRIVACY POLICY, YOU MAY NOT ACCESS OR USE THE WEBSITE OR THE SERVICES.

1. Additional Terms. Certain features of the Services or Website may be subject to additional guidelines, terms, or rules, which will be posted on the Services or Website in connection with such features (“**Additional Terms**”). Unless otherwise provided in such Additional Terms, all such Additional Terms are incorporated by reference into these Terms, and you hereby agree to comply with such Additional Terms. If there is any conflict between these Terms and the Additional Terms, the Additional Terms take precedence in relation to their particular feature of the Website or Service.

2. Amendments. Voxx may modify these Terms from time to time, at its sole discretion, by posting notice of the change on the Services. If you are a new User of the Services, any changes to these Terms will be effective immediately. If you are an existing Visitor, any changes to these Terms will be effective thirty (30) calendar days after posting of notice of such changes on the Services. If you are an existing Member, Voxx will also notify you of any material changes to these Terms by sending you an e-mail to the e-mail address specified in your Account profile, and such changes shall be effective for you upon the earlier of thirty (30) calendar days following posting of notice of such changes on the Services or thirty (30) calendar days after dispatch of such e-mail notice to you. Voxx may require you to provide consent to the amended Terms in a specified manner before further use of the Services is permitted. If you do not agree to any change after receiving a notice of such change, you shall stop using the Services and terminate these Terms as described below. Otherwise, your continued use of the Services constitutes your acceptance of the changes. Please regularly check the Website to view the then-current Terms.

3. Eligibility. By using the Services, you represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are of legal age to form a binding contract with Voxx and (d) your use of the Services does not violate any applicable law or regulation. We reserve the right to delete your

account on the Services (the “**Account**”) without warning if we believe that you have breached any of the foregoing representations or warranties.

4. Password. When you sign up for an Account to become a Member, you will also be asked to choose a username and a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the Account, username, or password of another Member at any time. You agree to notify Voxx immediately if you suspect any unauthorized use of your Account or access to your password. You are solely responsible for any and all use of your Account.

5. Term. These Terms shall remain in full force and effect while you use the Services or are a Member. You may delete your Account and end your membership at any time, for any reason by following the instructions on the Account profile page. VOXX MAY TERMINATE YOUR MEMBERSHIP AT ANY TIME AND FOR ANY REASON, EFFECTIVE UPON SENDING NOTICE TO YOU AT THE THEN-CURRENT E-MAIL ADDRESS IN YOUR ACCOUNT PROFILE. Even after any termination, Sections 6 through 21 of these Terms will remain in effect. You understand that termination of these Terms and your Account involves deletion of your Voxx profile information from our live databases as well as any Content that you uploaded to the Website using such Account. Voxx will not have any liability whatsoever to you for any termination of your Account or related deletion of your Content.

6. Sale of Products.

6.1 Eligibility; Payment Methods. To order any products offered on the Website (“**Products**”), you must be at least eighteen (18) years of age (or the applicable age of majority in your jurisdiction). Voxx currently accepts the payment methods specified in Voxx’s payment policy located at [\[http://shop.projectnursery.com/pages/faq\]](http://shop.projectnursery.com/pages/faq) (“**Payment Method**”). You will be required to give us valid account information for a Payment Method accepted by Voxx (“**Payment Information**”) at the time you order Products hereunder. By providing Voxx with your Payment Information, you agree that Voxx is authorized to immediately charge your Payment Method for all fees and charges due and payable to Voxx as a result of your purchase of any Products. You agree that no additional notice or consent is required before Voxx charges your Payment Method for all amounts due and payable. You agree to immediately notify Voxx of any change in your Payment Information associated with the payment method used for payment hereunder. Voxx reserves the right, at any time, to change its prices, accepted payment methods, and billing methods for Products sold in accordance with the Section titled “Amendments.”

6.2 Fees and Charges. You agree to pay all fees and charges incurred in connection with your orders and purchases (including any taxes imposed on your orders and purchases, including, but not limited to, sales, use or value-added taxes) at the rates in effect when the charges were incurred. Voxx may automatically charge and withhold such taxes for orders to be delivered to addresses within any jurisdictions that it deems is required. Voxx will ship Products ordered by you in accordance with Voxx’s shipping policy in effect on the date you place your order, as posted on the Website at www.Voxx.com/legal/commerce-terms.

6.3 Disputes. You must notify us in writing within seven (7) days after receiving your statement for your Payment Method, if you dispute any of our charges on that statement, or such dispute will be deemed waived. All notices regarding billing disputes must be sent to the following address [\[electronics@projectnursery.com\]](mailto:electronics@projectnursery.com) or to:

[Project Nursery
ATTN: Customer Service
150 Marcus Blvd.
Hauppauge, NY 11788].

If Voxx does not receive payment from your Payment Method provider or its agent, you agree to pay all amounts due upon demand by Voxx or its agents.

6.4 Returns. All sales of Products are subject to Voxx's then-current return or applicable warranty policies, as posted on the Website at [\[http://shop.projectnursery.com/pages/returns\]](http://shop.projectnursery.com/pages/returns)

6.5 Product Warranty. All Products sold by Voxx are subject to the written limited warranty terms, if any, that accompany such Product.

6.6 Order Acceptance Policy. Your receipt of an electronic or other form of order confirmation does not signify Voxx's acceptance of your order, nor does it constitute confirmation of our offer to sell. Voxx reserves the right at any time after receipt of your order to accept or decline your order for any reason. Voxx further reserves the right any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. Your order will be deemed accepted by Voxx upon our delivery of the Products that you have ordered. We may require additional verifications or information before accepting any order.

6.7 Title and Risk of Loss. All sales of Products are made Ex Works (Incoterms 2000) Voxx's designated point of shipment, and title and risk of loss to each shipment of the Products shall pass to you when Voxx makes such shipment available to a carrier.

7. Content; Acceptable Use.

7.1 Voxx Content. The Services contain text, files, design templates, images, photos, video, sounds, works of authorship, and other material ("**Content**") of Voxx and its licensors ("**Voxx Content**"). As between you and us, Voxx and its licensors (including other Users) own and retain all proprietary rights in the Voxx Content and the Services. Subject to the terms and conditions of these Terms, Voxx hereby grants you a limited, revocable, non-sublicensable license to reproduce the Voxx Content (excluding any software code) solely for your personal use in connection with viewing the Website and using the Services. Except as expressly provided in the previous sentence, you shall not reproduce, distribute, publicly perform (including by means of digital audio transmission), publicly display, create derivative works of, or otherwise use the Voxx Content.

7.2 User Content. You hereby grant to Voxx a nonexclusive, fully-paid and royalty-free license (with right to sublicense) to use, modify, create derivative works, reproduce, distribute, perform, and display any Content that you upload, post, email, transmit or otherwise make available on the Website, including any Content that you may have originally received from third parties ("**User Content**"). Upon the termination of this Agreement, Voxx will have the right to continue its use of the User Content as set forth above only to the extent that your personally-identifiable information has been removed from such User Content (for example, to the extent that such User Content is embedded in aggregate statistics or data caches). The foregoing shall not apply to the extent that you and Voxx separately agree in writing upon different terms governing Voxx's surviving use of certain User Content.

7.3 Your Content and Activity. You are solely responsible for (a) any and all User Content that is posted by or through your Account on any Services, including any e-mail, and (b) your interactions with other Users.

7.4 Prohibited Content. You agree that you will not post, submit, or otherwise provide to the Services, any Prohibited Content. "**Prohibited Content**" includes User Content that: (a) is offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; (b) bullies, harasses, or advocates stalking, bullying, or harassment, of another person; (c) involves the transmission of "junk mail," "chain letters," unsolicited mass mailing, or "spam;" (d) is false or misleading or promotes, endorses or furthers illegal activities or conduct that is abusive, threatening,

obscene, defamatory or libelous; (e) promotes, reproduces, performs or distributes an illegal or unauthorized copy of another person's work that is protected by copyright or trade secret law, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protection devices, or providing pirated music or links to pirated music files; (f) is involved in the exploitation of persons under the age of 13 in a sexual or violent manner, or solicits personal information from anyone under 13; (g) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses and other harmful code; (h) solicits passwords or personally identifying information for commercial or unlawful purposes from other Users; (i) contains viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or similar software; (j) violates any applicable law, including, but not limited to laws and regulations governing export control, unfair competition, anti-discrimination and false advertising; (k) involves commercial activities that are detrimental to the interests of Voxx; or (l) otherwise violates these Terms or potentially creates liability for Voxx. You agree to indemnify and hold Voxx and its subsidiaries, affiliates, officers, employees, suppliers, service providers, and partner companies harmless for any claims, losses, liabilities and expenses arising out of or relating to any breach of this section.

7.5 Acceptable Use. You will not (a) use the Services or any information obtained from the Services in order to harass, abuse, send spam to, or harm another person, or in order to contact, advertise to, solicit, or sell to any other User without their prior explicit consent, (b) cover or obscure (whether through HTML/CSS, scripting, or any other means) the banner advertisements that might be placed on any Voxx page; (c) interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services; (d) introduce software or automated agents to the Services, generate automated messages, or to strip or mine data from the Services; (e) attempt to impersonate another User or person, including any employee of Voxx; or (f) use the Services in violation of any applicable law or regulation.

7.6 Enforcement by Voxx. Voxx has the right (but not the obligation) to review any Content and delete any Content that in the sole judgment of Voxx (a) violates these Terms; (b) is Prohibited Content, (c) is illegal, (d) violates the rights, harms, or threatens the safety of any User or any other person; or (e) creates potential liability for Voxx, its suppliers, service providers, partner companies, or any User. Voxx reserves the right (but has no obligation) to investigate and take action in its sole discretion against you if you violate any provision of these Terms, including without limitation, by removing Prohibited Content from the Services, terminating your membership, reporting you to law enforcement authorities, and taking legal action against you.

8. Copyright Policy. It is Voxx's policy to terminate membership privileges of any Member who repeatedly infringes copyright, upon prompt notification to Voxx by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on the Service of the material that you claim is infringing; (d) your address, telephone number, and email address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Voxx's Copyright Agent for notice of claims of copyright infringement is as follows:

[Project Nursery
ATTN: Customer Service
150 Marcus Blvd.

Hauppauge, NY 11788
(866)630-1881
Electronics@projectnursery.com

9. Third Parties and Other Users.

9.1 Third Party Content. Content from other Users, advertisers, and other third parties is made available to you through the Services. Because Voxx does not control such Content, you agree that Voxx is not responsible for any such Content, including advertising and information about third party products or services. Because Voxx does not have control over such Content, Voxx makes no guarantees about the accuracy, currency, suitability, or quality of such Content, and Voxx assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful Content made available by other Users, advertisers, and third parties.

9.2 Responsibility. Your interactions with other Users or third parties, or with advertisers, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the other User, the advertiser, or third party. You agree that Voxx will not be responsible for any loss or damage incurred as the result of any such interactions and dealings listed in this section or with respect to any other User's use or disclosure of your personally identifiable information. If there is a dispute between you and any third party (including any User), Voxx is under no obligation to become involved; however, Voxx reserves the right to monitor disputes between you and other Users.

9.3 Third-Party Links. The Website or the Services may contain links to advertisements, web sites and services operated by third parties ("**Third Party Services**"). Such Third Party Services are not under the control of Voxx, and Voxx is not responsible for the content of any third party web site or any link contained in a Third Party Service. Voxx provides these links only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Services. Please be aware that the terms of our Privacy Policy do not apply to these outside websites.

10. Warranty Disclaimer. Voxx is not responsible for any incorrect or inaccurate Content (including any profile information) posted on the Services, whether caused by Users, Members or by any of the equipment or programming associated with or utilized in the Services. Without limiting the foregoing, the Services are provided for entertainment and recreational purposes only, and are not part of a physician-approved health, fitness, or exercise program. Consult your physician before undertaking any new health, fitness, or exercise program. TO THE MAXIMUM EXTENT PERMITTED UNDER THE APPLICABLE LAWS, EXCEPT TO THE EXTENT THAT A SEPARATE WRITTEN LIMITED WARRANTY MAY BE PROVIDED IN CONNECTION WITH PRODUCTS AS DESCRIBED IN SECTION 6.5, THE WEBSITE, SERVICES, AND PRODUCTS ARE PROVIDED "AS-IS" AND AS AVAILABLE, AND VOXX EXPRESSLY DISCLAIMS ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

11. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, VOXX SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR

ANY LOST DATA OR LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE WEBSITE, THE SERVICES, OR THE PRODUCTS, EVEN IF VOXX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, VOXX'S AGGREGATE LIABILITY TO YOU FOR ANY DAMAGES, REGARDLESS OF THE FORM OF THE ACTION, ARISING FROM OR RELATED TO (A) THE WEBSITE OR THE SERVICES SHALL BE LIMITED TO FIFTY U.S. DOLLARS (\$50); AND (B) ANY PRODUCTS PURCHASED THROUGH THE WEBSITE SHALL BE LIMITED TO THE PURCHASE PRICE OF SUCH PRODUCTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

12. **Release.** You hereby release Voxx, its officers, employees, agents and successors from claims, demands any and all losses, damages, rights, claims, and actions of any kind including, without limitation, personal injuries, death, and property damage, that is directly or indirectly related to or arises from any interactions with other Users.

If you are a California resident, you hereby waive California Civil Code Section 1542, which states: **"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."**

13. **Indemnity.** You agree to defend, indemnify, and hold Voxx, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of (a) your use of the Services in violation of these Terms; or (b) your breach of any provision of these Terms.

14. **Electronic Communications.** The communications between you and Voxx use electronic means, whether you visit the Website or send Voxx e-mails, or whether Voxx posts notices on the Website or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Voxx in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Voxx provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in writing. The foregoing does not affect your statutory rights.

15. **U.S. Export Controls.** Content and software available in connection with the Services (the **"Software"**) is further subject to United States export controls. No Content or Software may be downloaded from the Services or otherwise exported or re-exported in violation of U.S. export laws. By downloading or using the Content and Software, you represent and warrant that such download or use is not in violation of any such law.

16. **Governing Law and Dispute Resolution.** These Terms of Service shall be interpreted in accordance with and governed by the laws of the State of New York, excluding its conflict of law rules. Any litigation arising out of these Terms of Service shall be brought in the state of federal courts locally in Suffolk County, New York and the parties consent to the jurisdiction over them by such courts. The parties specifically waive application of the UN Convention on Contracts for the International Sale of Goods. You shall always comply with all the international and domestic laws, ordinance, regulations and statutes that are applicable to your use of the Services and your purchase of Products from the Website.

17. **Notices.** Voxx may give any notice required by these Terms by means of a general notice on the Website, electronic mail to your e-mail address on record with Voxx, or by written communication sent by first class mail or pre-paid post to your address on record with Voxx. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email). You

may give notice to Voxx, addressed to the attention of its Chief Operating Officer (such notice shall be deemed given when received by Voxx) at any time by any of the following: letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Voxx at the following address:

[Project Nursery
ATTN: Customer Service
150 Marcus Blvd.
Hauppauge, NY 11788]

18. Relationship of Parties. You and Voxx are independent contractors, and nothing in these Terms will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. You have no authority to make or accept any offers or representations on our behalf. You will not make any statement that contradicts anything in this section.

19. Force Majeure. Voxx will not be liable for non-performance or delay in performance caused by any event reasonably beyond the control of such party including, but not limited to wars, hostilities, revolutions, riots, civil commotion, national emergency, epidemics, fire, flood, earthquake, force of nature, explosion, embargo or any “act of God.”

20. General. These Terms, including the Privacy Policy which is incorporated by reference, constitutes the final, complete and exclusive agreement between you and Voxx regarding the subject matter hereof and supersedes and merges all prior discussions between the parties. If any provision of these Terms are found to be invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives to the greatest extent possible under any applicable law and the remaining provisions will continue in full force and effect. The failure of Voxx to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The use of the term “including” means “including without limitation.” Please contact us with any questions regarding these Terms.

21. Copyright/Trademark Information. Copyright © 2016, Voxx Accessories Corporation, Inc. All rights reserved. The trademarks, logos and service marks (“**Marks**”) displayed on the Website are the property of Voxx or other third parties. You are not permitted to use these Marks without the prior written consent of the third party that owns the Mark.