Welcome to vistasurveillance.com. Your access to our Web site is subject to the following Terms and Conditions of Use, which may be updated by us from time to time without notice to you. Your use of our Web site after the posting by us of any changes to this User Agreement will constitute your acceptance of those changes. If you have any questions about this User Agreement, please contact us by sending an e-mail to info@vistasurveillance.com.

VISTA SURVEILLANCE PRIVACY POLICY

The personally-identifiable information that you provide us when using the features of our Web site is subject to our Privacy Policy, which is a part of this User Agreement. Please take the time to review the important information contained in our Privacy Policy regarding our collection and use of this information. VistaSurveillance.com is a website solely used for secure password protected viewing and may not be used for any unauthorized reasons.

YOUR USE OF OUR WEBSITE

You may not record, print screen, reproduce, duplicate, copy, sell, or otherwise transfer or commercially exploit our Web site (or any portion of it), unless you have express written permission from Vista Surveillance, LLC to do so. You may only use our Web site in accordance with the terms of this User Agreement, any other terms applicable to the various features of our site and all applicable laws, rules, and regulations. Vista Surveillance, LLC may, in its sole discretion and at any time, discontinue the Vista Surveillance, LLC Web site, or any part thereof, with or without notice. You agree that you do not have any rights in our Web site and that Vista Surveillance, LLC will have no liability to you if the Vista Surveillance, LLC Web site is discontinued or your ability to access our Web site is terminated.

LINKS

Through the Vista Surveillance, LLC Web site, you may be able to access links to other Web sites. Because Vista Surveillance, LLC has no control over such sites, you acknowledge and agree that Vista Surveillance, LLC is not responsible for, and has no liability with respect to, the availability (or unavailability) of such sites, for the treatment of your personally-identifiable information by such sites, or for the information, products, content or other materials on or available from such sites or resources. If you would like information on any other site's privacy policy, you should contact that party directly, and we encourage you to do so.

Disclaimers

You acknowledge and agree that:

- a. YOUR USE OF THE Vista Surveillance, LLC WEBSITE IS AT YOUR OWN RISK AND IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. Vista Surveillance, LLC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. Because our Web site is provided to you "AS IS," you agree that Vista Surveillance, LLC shall not be liable to you or to any third party or affiliated daycare for any delay in information any of your communications or other information you submit using our Web site. Because our Web site is provide to you "AS AVAILABLE," you agree that Vista Surveillance, LLC shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Vista Surveillance, LLC Web site or of your ability to access it.
 - b. Vista Surveillance, LLC also disclaims any warranty that (i) our Web site will meet your requirements, (ii) our Web site's operation will be uninterrupted, timely, secure, or error-free, and (iii) any information or communication that may be obtained from the use of our Web site (including, but not limited to, live camera feeds) will be accurate or reliable (and Vista Surveillance, LLC or any affiliate third party disclaims any liability for damages that may arise from your reliance on any such information or communication).
 - c. You assume the full responsibility and risk for any damage to your computer or other consequences that result from your downloading any information, software, or other materials through our Web site. Vista Surveillance, LLC shall have no liability for any damage to your computer, including loss of data, that results from any such materials.

Some states do not allow the disclaimer of implied warranties, so this provision may not apply to you.

Limitation of Liability

YOU AGREE THAT Vista Surveillance, LLC Nor Any Affliate third party or daycare SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR LOSS OF GOODWILL, USE, OR DATA (EVEN IF Vista Surveillance, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), THAT RESULT FROM: (a) YOUR USE OF OR INABILITY TO USE THE Vista Surveillance, LLC WEBSITE; (b) ACCESS TO OR ALTERATION OF YOUR PERSONALLY-IDENTIFIABLE INFORMATION OR OTHER INFORMATION IN AN UNAUTHORIZED MANNER; (c) REPRESENTATIONS OR CONDUCT OF ANY THIRD PARTY RELATED TO THE Vista Surveillance, LLC WEBSITE; OR (d) ANY OTHER MATTER RELATING TO THE Vista Surveillance, LLC WEBSITE. Some states do not allow the limitation of

liability, so this provision may not apply to you. You agree not to record or copy any matter viewed on Vista Surveillance, LLC Web Site. Users will be provided a secure password and username which you agree not to share with any third party or family member. All content viewed on VistaSurveillance.com will not be used as a method of monitoring or security. No content viewed on our website can be used against Vista Surveillance, LLC or a Third Party Affiliate daycare in a court of law or any other form of repercussion.

Cancellation and Refund Policy

We, at Vista Surveillance, vow to provide you with the absolute best service in Daycare surveillance possible. We will be more than happy to refund a prorated portion of your payments should our surveillance cameras not be operational for more than 5 business days.

Our one year contract will be renewed on a Month to Month basis after completion. After the one year should you desire to discontinue service please submit in writing a request to end service. We require a thirty day notification to discontinue and will not bill you for the month following the end of your 30 day notice.

Pre-paid yearly customers may not cancel prior to duration of original contract. No refunds will be given.

Monthly customers may cancel with 30 day written notification. Subsequent months will not be billed. No refunds.

Trademarks

All slogans, logos, and product and service names used on this Web site are trademarks owned by Vista Surveillance, LLC. Except with respect to the creation of a link to our Web site in accordance with Vista Surveillance, LLC Linking Terms, you agree not to display or use such trademarks, in any manner, without the written permission of Vista Surveillance, LLC. Trademarks and trade names of third parties are the property of those third parties and are used by Vista Surveillance, LLC subject to license, or subject to the fair use provisions of U.S. trademark law. Users on our Web site may post trademarks of third parties in connection with their sale of those products. Users are expressly forbidden to misuse those marks.

Copyright

The content that Vista Surveillance, LLC provides on our Web site, including, but not limited to, text, graphics, live camera feeds, images, and logos, is owned by either Vista Surveillance, LLC or the party that has provided the content to us and is protected by

U.S. and international copyright laws. Vista Surveillance, LLC is the sole and exclusive owner of its compilation of this content on our Web site, and this compilation is also protected by U.S. and international copyright laws. Unpermitted copying of any of this content could lead to copyright infringement. You agree to and are expected too respect Vista Surveillance, LLC copyright rights, as well as the copyright rights of others.

General

You agree that this User Agreement describes the entire agreement between us with respect to its subject matter. The Vista Surveillance, LLC Web site was created and is operated under the laws of the State of Louisiana. The laws of the State of Louisiana will control the terms and conditions provided in this User Agreement, without giving effect to any principles of conflict of laws. If a court of competent jurisdiction finds that any provision of this User Agreement is invalid or enforceable, we both agree that the other provisions of this User Agreement will remain in full force and effect. You agree that regardless of any applicable law to the contrary, you cannot file a claim or cause of action arising out of or related to the Vista Surveillance, LLC Web site or this User Agreement more than one (1) year after such claim or cause of action arose. All Fees and Contracts will be automatically renewed unless a thirty written notice is received by Vista Surveillance, LLC.