

## SUMMER INFANT SUMMER WIFI SERVICE TERMS OF USE

Last Updated: April 17, 2014

### Privacy Policy

Introduction: Your Agreement to these Terms of Use.

Welcome to the Summer Infant, Inc. SUMMER WIFI website, online service, and application (collectively, the "Service"). These Terms of Use for the Service is a legal contract between you, an individual user and Summer Infant regarding your use of the Service. The terms "you," "your," and "yours" refer to you, the user of the Service. The terms "Summer Infant," "Company," "we," "us," and "our" refer to Summer Infant, Inc. We may make changes to these Terms of Use. It is your responsibility to review the most recent version of these Terms of Use frequently and remain informed of any changes to it. Your continued use of the Service after such changes have been published to the Service shall constitute your acceptance of such revised Terms of Use.

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY. BY REGISTERING FOR, ACCESSING OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING ANY FUTURE MODIFICATIONS (COLLECTIVELY, THE "TERMS OF USE" OR "TERMS"). IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY TERMINATE YOUR USE OF THE SERVICE.

### License to Use the Service

Subject to these Terms of Use, we grant to you a limited, personal, non-exclusive, non-transferable license to use the Service for your personal use and not for resale or further distribution.

Except for this license granted to you, we retain all right, title, and interest in and to the Service, including all related intellectual property rights. The Service is protected by applicable intellectual property laws, including United States copyright law and international treaties.

Except as may be expressly permitted by applicable law, you will not, and will not permit or authorize third parties to: (a) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Service; (b) rent, lease, or sublicense access to the Service; nor (c) circumvent or disable any security or technological features or measures of the Service.

### Access to the Service; Modifications to the Service

You are responsible for all communications and similar service fees charged by third parties (e.g., charges by internet service providers) necessary for you to access the Service. If you are using the Service on behalf of a company, entity, or organization, then you represent and warrant that you: (a) are an authorized representative of that organization with the authority to bind such organization to these Terms and (b) agree that such organization will be bound by these Terms.

We reserve the right to modify or discontinue, temporarily or permanently, all or a part of the Service without notice. We will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service except that we will return any unearned service fee that we have collected from you in the event of a discontinuance of the Service. We reserve the right, in our sole discretion, to restrict, suspend, or terminate your access to the Service at any time and without liability to you. We reserve the right, upon notice to you (which notice may be made by posting the same on this website), to change or impose fees for access to and use of the Service.

In order to use the Service, you must be the age of majority in your jurisdiction and fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms and to abide by and comply with these Terms. BY DOWNLOADING, INSTALLING OR OTHERWISE USING THE SERVICE, YOU REPRESENT THAT YOU MEET THE ELIGIBILITY REQUIREMENTS IN THIS SECTION. IN ANY CASE, YOU AFFIRM THAT YOU ARE OVER THE AGE OF 13, AS THE SERVICE IS NOT INTENDED FOR CHILDREN UNDER 13.

### Content

The Service allows you to monitor images transmitted by a video camera that you have installed ("Content") and to host and/or share such Content.

You are the owner of your Content and are solely responsible for your conduct and the content of your Content, and you are solely responsible for the consequences of accessing, retrieving or making available such Content. You are solely responsible for maintaining and protecting all data and information that you access, retrieve or make available through the Service. In connection with Content, you affirm, represent and warrant that: (i) your use or making available of the Content on or through the Service does not and will not: (A) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right, (B) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person, (C) involve the transmission of pornographic or other inappropriate material, or (D) violate any applicable law or regulation. You agree to pay all royalties, license fees and any other monies owing any person by reason of any Content transmitted or made available by you on or through the Service.

Summer Infant does not warrant that your Content will remain accessible via the Service and may terminate the Service in its absolute discretion and may terminate your access to the Service in its reasonable discretion. If at any time, Summer Infant chooses, in its sole discretion, to monitor Content, Summer Infant nonetheless assumes no responsibility for Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the user submitting any such Content. You agree that you must bear all risks associated with the use of any Content.

#### Restrictions

The Service is controlled and hosted in the United States of America and made available to users who live there. You must comply with all applicable laws, including U.S. export control laws, when using the Service. Summer Infant makes no representations that the Service is appropriate or available for use in other locations. If you are accessing or using the Service from other jurisdictions, you do so at your own risk and you are responsible for compliance with all applicable local laws. Except as may be expressly permitted by applicable law you will not, and will not permit anyone else to: (a) rent, lease, or sublicense your access to the Service to another person; (b) use the Service or Content for any purpose except for your own personal use; (c) circumvent or disable any digital rights management, usage rules, or other security features of the Service; (c) use the Service in a manner that threatens the integrity, performance, or availability of the Service; or (d) remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Service.

#### Privacy Policy

Your privacy is important to Summer Infant. Our collection and use of registration and other information about you is governed by our Privacy Policy available at <http://www.Summer Infant.com/privacy>. Please read this policy carefully for information relating to Summer Infant's collection, use, and disclosure of your personal information.

#### Links and Third Party Content

The Service may contain links to third party products, services, and websites. We exercise no control over such third party products, services, and websites and we are not responsible for their performance, do not endorse them, and are not responsible or liable for any content, advertising, or other materials available through any third party products, services, and websites. We are not be responsible or liable, directly or indirectly, for any damage or loss caused to you by your use of or reliance on any goods or services available through any third party products, services, and websites.

ACCESS AND USE OF ANY THIRD PARTY PRODUCTS, SERVICES OR WEBSITES, INCLUDING THE INFORMATION, MATERIAL, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH ANY THIRD PARTY PRODUCTS, SERVICES OR WEBSITES, IS SOLELY AT YOUR OWN RISK.

#### Account Information

In order to access some features of the Service, you will have to create an account. You represent and warrant that the information you provide to Summer Infant upon registration and, at all other times, will be true, accurate, current, and complete. You also represent and warrant that you will ensure that this information is kept accurate and up-to-date at all times. You agree that Summer Infant may access, preserve and disclose your account information if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to (a) comply with legal process; (b) enforce these Terms; (c) respond to claim that any Content violates the rights of third parties; (d) provide certain features of the Service to you, if any, (e) respond if you contact Summer Infant for any reason; or (f) protect the rights, property, or personal safety of Summer Infant, other users of the Service, and the public.

#### Password

If you create an account, you will be asked to provide a password. You agree that you are entirely responsible for maintaining the confidentiality of your password, and agree to immediately notify Summer Infant if the password is lost,

stolen, disclosed to an unauthorized third party, or otherwise may have been compromised. You agree that you are entirely responsible for any and all activities that occur under your account, whether or not you are the individual who undertakes such activities.

#### Service Charges and Payment

(a) The Company's services are available only through the purchase of a subscription. The Services will be billed monthly. In order to provide you with uninterrupted service, our service renews automatically at the end of each month of service at the rate then in effect. The Company will automatically charge your payment card for the subscription unless you cancel your subscription in one of the manners described in (d) below.

(b) You agree to pay, using a valid payment card which The Company accepts, all fees and charges, including applicable taxes, you have incurred through your account, including the monthly subscription charges to access the service. The Company reserves the right to increase service fees and surcharges or to institute new fees at any time, upon reasonable notice posted in advance on this Site or sent to you based on contact information you provide in the settings of the APP. The rate for our service is subject to change at any time for subsequent months, effective upon prior notice provided in the manner described above.

(c) Unless you take action to cancel your auto-renewing subscription through one of the methods described below, The Company will automatically charge your payment card listed in your account to renew your service. In the event The Company cannot charge the payment card listed in your account, we reserve the right to terminate your access to the service.

(d) You may cancel your subscription at any time subject to the following terms:

- You may cancel at any time by selecting "cancel subscription" in the settings of the APP. Partial months will not be refunded. Upon cancellation, your access to the service will terminate on the next monthly anniversary of your subscription date. For example, if you subscribed on December 15 and cancel on December 28, your access will terminate on January 14.

- Alternatively, you can call us at the following toll-free number: 1 (800) 286-6237

(e) For purposes of identification and billing, you agree to provide The Company with accurate, complete, and updated information ("Registration Data") required when registering for the service. Registration Data may include your name, address, telephone number(s), email address and applicable payment card data (e.g., payment card number and expiration date). You may update your account information at any time on the settings page of the APP. Failure to comply with this provision (including without limitation falsification of any Registration Data) may, at The Company's option, result in immediate suspension or termination of your right to use service.

(f) You agree to promptly update your Registration Data in your account information if you know of or suspect unauthorized use of your service, or in the event of any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or payment card information. In the event of a breach of security on your part, you will remain liable for any unauthorized use of your subscription until you update your Registration Data. If your payment card expires, is canceled, is lost or is subject to use without your authorization, or if your service is subject to use without your authorization, go to your settings page to update your Registration Data or call our Consumer Relations Team at 1 (800) 268-6237.

#### Submissions

You agree that the Company is free to use any images, comments, information, ideas, concepts, reviews, or other material contained in any communication you may send to us or post on our website (each, a "Submission"), including, without limitation, responses to questionnaires or through postings to the Service without further compensation or acknowledgement for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Service and our other products and services. Furthermore, you grant us a perpetual, non-exclusive, fully paid, royalty-free, irrevocable, sublicenseable, worldwide license and right to display, use, perform, reproduce, modify, distribute and create derivative works of your Submissions in any medium now existing or developed in the future. By posting or providing a Submission or information, you affirm, represent and warrant that: (i) you own all right title and interest in your Submissions or otherwise have the right to grant the license set forth herein, and (ii) the posting of your Submissions on or through the Service does not (and will not) violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. You agree to pay all royalties, license fees and any other monies owing any person by reason of any Submission posted by you on or through the Service.

#### Use Restrictions

You are solely responsible for any Content and other material that you submit, publish or display on the Service or transmit to other users of the Service.

You will not use the Service to: (a) upload, post, publish, or otherwise transmit or make available any information, including media, text, audio and video recordings, photos, graphics, commentary or any other content, that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) harm the Company or third parties in any way; (c) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (d) upload, post, publish, or otherwise transmit or make available any content that you do not have a right to transmit or make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (e) upload, post, email or otherwise transmit or make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary right of any party; (f) upload, post, publish, or otherwise transmit or make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other forms of solicitation; (g) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; (h) attempt to probe, scan, or test the vulnerability of any system or network or breach any security or authentication measures; (i) intentionally or unintentionally violate any applicable local, state, national or international law or regulation; (j) "stalk" or otherwise harass another; (k) post, email, or transmit any material that would be harmful to minors in any manner; or (l) collect or store personal data about other users.

If you see content on the Service that violates these use restrictions, please contact Company at [violations@SummerInfant.com](mailto:violations@SummerInfant.com).

#### Disclaimer of Warranties

YOUR USE OF THE SERVICE AND TRANSMISSION OF CONTENT IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THE AVAILABILITY, OR USEFULNESS OF THE SERVICE AND YOU RELY ON THE SERVICE AT YOUR OWN RISK. THE COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS AND DOES NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. SOME STATES MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

#### Limitation of Liability

THE COMPANY WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), RESULTING FROM YOUR USE OF THE SERVICE. UNDER NO CIRCUMSTANCES WILL THE COMPANY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICE OR THE INABILITY TO USE THE SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED ONE HUNDRED UNITED STATES DOLLARS (\$100). BECAUSE SOME STATES DO NOT ALLOW THESE LIMITATIONS OF LIABILITY THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### Indemnification

You will indemnify and hold the Company, and its parent, subsidiaries, affiliates, and the officers, directors, agents, employees and representatives of any of them, harmless from any and all claims, losses, obligations, costs, damages, liabilities and expenses (including attorneys' fees) caused by your use or misuse of the Service, your violation of these Terms of Use, your violation of any rights of a third party through use of the Service or Content, including claims that any Content infringes or violates any third party intellectual property rights, or any unauthorized use of your account not caused by the Company.

#### Updates to these Terms of Use

We may occasionally update the Service and these Terms of Use. When we do, we will revise the "last updated" date on these Terms of Use. You should check the Service and these Terms of Use frequently to see recent changes. Your continued use of the Service after such changes will be subject to the then-current terms of use. This version of these Terms of Use shall supersede all earlier versions. The latest Terms of Use can be found at the following URL <http://www.SummerInfant.com/Termsfuse.htm>

#### General

This Agreement shall be governed by and construed in accordance with the internal law of the State of Rhode Island without regard to its conflict of law principles. User hereby consents to the exclusive jurisdiction of the courts of the State of Rhode Island as well as to the jurisdiction of all courts from which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of their obligations arising hereunder or with respect to the transactions contemplated hereby, and expressly waive any and all objections they may have as to venue in any of such courts.

The failure of Summer Infant to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

These Terms are entire and exclusive agreement between you and Summer Infant relating to the subject matter herein and supersedes any prior agreements between Summer Infant and you regarding said subject matter.

#### Contacting Summer Infant

If you have any questions or concerns about the Service or these Terms of Use, please send us a thorough description by email to [customerservice@summerinfant.com](mailto:customerservice@summerinfant.com), or write to us at:

Summer Infant, Inc.  
1275 Park East Dr.  
Woonsocket, RI, 02895  
USA

#### SUMMER INFANT PRIVACY POLICY

Summer Infant values our relationship with every customer and respects any personal information entrusted to us. Accordingly, we have spelled out the following privacy statement with you in mind. This privacy policy sets out how Summer Infant, Inc. uses and protects any personal information that you give Summer Infant when you use this website; Summer Infant is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement Summer Infant may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from October 1, 2010.

We may collect the following information: name and/or baby(s) name, contact information including email address, demographic information such as postcode, preferences and interests and other information relevant to customer surveys and/or offers. If you subscribe for a service for which we charge a recurring fee, we may also collect the password for your account and your credit card information.

What we do with the information we gather? We require this information to understand your needs and provide you with better products, and in particular for the following reasons:

Internal record keeping. We may use the information to improve our products and customer service. We may periodically send promotional email or social media postings about new products, special offers from Summer Infant or one of our retailers, contests, or other information which we think you may find interesting using the email address which you have provided. If you subscribe to a fee-bearing service, we may use the information to collect the fees that we charge and to limit access to your account to those whom you authorize to use it.

From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customize the website according to your interests. We may provide your information to our third party partners for marketing or promotional purposes. We will never sell your information.

## Security

We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

## How we use cookies

A cookie is a small file that asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyze web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences. ??We use traffic log cookies to identify which pages are being used. This helps us analyze data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

Links to other websites: Our website may contain links to enable you to visit other websites of interest easily. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information that you provide whilst visiting such sites and this privacy statement does not govern such sites. You should exercise caution and look at the privacy statement applicable to the website in question.

## Controlling your personal information:

You may choose to restrict the collection or use of your personal information in the following ways:

Whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at [info@summerinfant.com](mailto:info@summerinfant.com).

We do not sell, distribute or lease your personal information to third parties. We may use your personal information to send you promotional information about third parties that we think you may find interesting if you tell us that you wish this to happen. You may request details of personal information that we hold about you and request that we make corrections to any inaccuracies in our records that pertain to your personal information.

If you wish to obtain a copy of the personal information about you that is in our possession, please write to or email us at: [customerservice@summerinfant.com](mailto:customerservice@summerinfant.com)

Summer Infant Consumer Relations Department  
1275 Park East Drive  
Woonsocket, Rhode Island 02895