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[WWW.CAMERAMANAGER.COM](http://WWW.CAMERAMANAGER.COM)**

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## Legal notices and conditions Cameramanager.com

### Article 1/ Definitions

- a) Customer: the natural person or legal person who has signed an agreement with Cameramanager.com.
- b) Cameramanager.com: Innovista Security B.V. acting under the name Cameramanager.com.
- c) Product: Equipment, software and/or adaptations to the software build by Cameramanager.com, implementation of networks, helpdesk functions, online security services and other agreed activities and goods of an equal nature.
- d) System: computer equipment and related equipment with which Cameramanager.com grants access to the customer.
- e) Location: the physical surroundings in which the system of Cameramanager.com has been established and is connected to the network which can be accessed by the customer.
- f) Legislation camera surveillance: the laws for public camera surveillance
- g) Disk space: storage space which Cameramanager.com makes available for the customer, for example for playback of stored camera images.
- h) Internet site: one or more Internet-sites which are all property of Cameramanager.com and relate to the extensions and domain names owned by Cameramanager.com.

### Article 2/ Application

- a) By signing an agreement with Cameramanager.com the customer agrees with these general conditions and the terms of use policy of Cameramanager.com. All relations between Cameramanager.com and the customer are submitted to these general conditions and the terms of use policy.
- b) Exceptions and deviation other than these general conditions can only be made by a written declaration that is signed by a board member of Cameramanager.com.
- c) These general conditions replace all previous general conditions.

### Article 3/ Obligations Cameramanager.com

- a) Cameramanager.com will make a reasonable effort to provide products on time as indicated in the agreement.
- b) Customer can not claim compensation for possible damage that arises from deliverance failure.
- c) Cameramanager.com will make a reasonable effort to provide its product as corresponded.
- d) Cameramanager.com has no right to make (video)data of the customer available for third parties, unless Cameramanager.com is obliged to disclose because of the law, or in case the customer acts, or it is suspected to act, in contrast with the Articles 5.b till 5.d of these general conditions and/or the terms or use policy.
- e) Cameramanager.com is free to make tariff modifications towards the customer. Customer has, if there is no alternative offer by Cameramanager.com, the right to directly terminate the agreement with Cameramanager.com, one month after the notification done by Cameramanager.com.
- f) Cameramanager.com is obliged to take the following measures for all services of Cameramanager.com:
  1. Monitoring the servers and application processes (ping, http, application Cameramanager.com). More can be done on demand.
  2. Making modifications for extra security on the servers and applications.
  3. Engage in the recovery process when the servers and/or services go inactive.
  4. Management of all processes that require root access to the servers and applications.All other maintenance has to be done by the Customer.

NOTE: In case the customer uses the facility "managed backup", then Cameramanager.com will daily make a copy of the customers data on a backup server. This copy will be stored standard for one day. From previous research it is known that the copies are not always reliable. Because of the large amount of copies that are made, Cameramanager.com is not able to check all copies. Therefore Cameramanager.com does not take any responsibility whether the backup has succeeded or not. (also see article 7a).

- g) Conform the agreed SLA with customer Cameramanager.com takes care of solving problems that are related to its services

### Article 4 / Access Regulations

- a) Customer has no access to the location where the servers are situated.
- b) Customer has no access to the application and the servers, except on user level. Customer can get access, but this has to be confirmed by Cameramanager.com.

### Article 5 / Obligations Customer

- a) Customer will notify Cameramanager.com in writing if a mutation occurs in his/her name, address, email address and bank number. This notification has to contain the date of change of the information. If customer does comply to this, the date of receiving will be taken as the entry date. Cameramanager.com is not responsible for information of customer that is not up to date and cannot be held responsible for consequences that rise from this.
- b) Customer shall follow the Netiquette. Furthermore, the customer shall not hinder other Customers or internet users or shall bring any damage to the system. It's forbidden for the customer to start processes or programs that can be harmful for other customers or internet users.
- c) Customer hereby does not hold Cameramanager.com liable for all legal responsibilities concerning the stored Video Images, information and data.
- d) Furthermore, the customer is responsible for damage that has been made because of unprofessional practice, next to the obligations by law as stated in sub b and c.

### Article 6 / Exclusion of liability

- a) Customer needs to make a recent backup of all relevant digital information before maintenance is done by the customer himself. Cameramanager.com can't be held liable for digital information that is lost.
- b) Cameramanager.com can't be held liable for damage on hardware and/or software as a consequence of software that is intended to be harmful, like computer viruses. Cameramanager.com is allowed to use antivirus programs to protect its software and hardware against infected data. Cameramanager.com also has the right to isolate or remove infected data from its servers.
- c) Cameramanager.com's liability for indirect loss, including consequential loss, loss of profits, lost savings and loss caused by interruption of operation is excluded.
- d) Cameramanager.com is not liable for damage that is caused by third parties while using the product.
- e) Cameramanager.com's total liability arising out of or in connection with the Agreement, Services, Additional Work, extra work and/or extra services shall be limited to making compensation for any direct loss up to the amount equal to the invoice value from Cameramanager.com payable by the Customer with respect to the Services, Additional Work, extra work and/or extra services that caused the damage incurred by the Customer.
- f) Cameramanager.com is not responsible for damage that is done by a third party.
- g) Cameramanager.com is not responsible for correct functioning of the equipment on the customer side and loss of login details.
- h) Cameramanager.com declares that the distant selling directive applies to the general terms. For the contents of this directive we refer to 'Distant selling directive' ([http://ec.europa.eu/consumers/cons\\_int/safe\\_shop/dist\\_sell/index\\_en.htm](http://ec.europa.eu/consumers/cons_int/safe_shop/dist_sell/index_en.htm))

#### **Article 7 / Payment**

- a) Unless otherwise agreed upon all invoices shall be paid within fifteen days from invoice date without any discount.
- b) The Customer is not entitled to reduce or postpone payment to Cameramanager.com or to set of payment against any claim against Cameramanager.com
- c) If the Customer does not pay within the period agreed upon, it shall be in default solely by that period having expired without any notice of default or summons being required and interest for overdue payment shall be payable by the Customer at a rate of 1,5% per month, or in case the legal interest is higher, the legal interest. Furthermore, Cameramanager.com shall have the right to claim from the Customer, in addition to the principal and interest, any extrajudicial expenses incurred owing to payment not being made (timely). Extrajudicial expenses shall be payable by the Customer in any case when Cameramanager.com has engaged the assistance of a third party for collection. The rate for the expenses to be charged shall be equal to the collection rate applied by the Nederlandse Orde van Advocaten (the Bar in the Netherlands). The single fact that Cameramanager.com has engaged assistance of a third party demonstrates the size of and the obligation to pay the extrajudicial expenses. In case of default of payment Cameramanager.com may also postpone the assignment.
- d) In case Cameramanager.com has any doubt about the solvency of the Customer, Cameramanager.com shall have the right to suspend fulfilment of Cameramanager.com 's obligations - also if fulfilment thereof was already initiated - until the Customer has provided security to Cameramanager.com's satisfaction for all obligations of the Customer ensuing from the Agreement.
- e) The payment engine of Buckaroo Online Payment Services is used for all online payments, one time and the recurring payments. For all technical details and security details concerning payments Cameramanager.com refers the customer to the third party mentioned above ([www.buckaroo.nl](http://www.buckaroo.nl)). Cameramanager.com does not take any responsibility for the payment of the customer, except for the administrative process of the incoming payments and the communication of this towards the customer.
- h) Cameramanager.com does not ask and/or save credit card details from the customer. The payment procedure is totally outsourced to third parties. These parties are certified to securely handle the online payment process of the customer.

#### **Article 8 / Proprietary rights**

- a) Cameramanager.com retains all rights, title and interest in and to any ideas, concepts, techniques, terminology and glossaries developed by Cameramanager.com and any software coding of any general utility developed by Cameramanager.com.

#### **Article 9 / Intellectual property**

- a) Customer gets a non-transferable right to use the product delivered by Cameramanager.com b) Customer does not have the right to copy, sell, or resell services and products of Cameramanager.com unless agreed otherwise by a written consent by a board member of Cameramanager.com.
- c) Cameramanager.com does not have the right to sell or copy (video)data of the customer which is stored on the servers of Cameramanager.com without a written consent of the customer, except for the cases explained in this agreement

#### **Article 10 / Force Majeure**

- a) In case Cameramanager.com cannot properly perform its obligations, in whole or in part, whether temporarily or permanently, based on the Agreement as a result of circumstances which are not at Cameramanager.com's risk, including those circumstances mentioned in sub b), Cameramanager.com is entitled to rescind the Agreement with the Customer, without any compensation being due by Cameramanager.com.
- b) Circumstances which are in no event at Cameramanager.com's risk: strike or lock-out; labour shortage; transportation problems; disruption in the production process of Cameramanager.com; natural or nuclear disasters; war, war threat, and other circumstances which are beyond Cameramanager.com's reasonable control.
- c) Cameramanager.com shall notify the Customer in writing of an event of force majeure and to what extent Cameramanager.com will be able to continue to perform the Agreement.

#### **Article 11 / Termination**

- a) Cameramanager.com may terminate this agreement forthwith customer fails to pay any sums due to Cameramanager.com as they fall due.
- b) Cameramanager.com may terminate this agreement immediately if customer breaches any of these terms and conditions, or if customer is a company and goes into insolvent liquidation, or if customer is a person and is declared bankrupt.
- c) On termination of this agreement Cameramanager.com shall be entitled immediately to block all access to the Cameramanager.com services and products and remove all (video)data located on its servers. Cameramanager.com will hold such data for a period of 14 days and will allow customer to collect it, at its own expense (EUR150/hr), failing which Cameramanager.com shall be entitled to delete all such data.
- d) If customer wishes to terminate its account with Cameramanager.com, the customer must notify Cameramanager.com specifically in writing, otherwise the account will be automatically renewed for the same subscription period and the customer will be liable for, and immediately invoiced upon the commencement of, such additional subscription period. Specifically,

Cameramanager.com will not accept verbal instructions to terminate an account. All cancellation requests must be send to sales@cameramanager.com. On receipt of customers cancellation request, Cameramanager.com will cancel the service at the first available opportunity.

e) There are no refunds or credits, once an invoice is generated, unless an invoice for a service is generated after a cancellation requested is submitted.

#### **Article 12 / Dispute Resolution**

All Agreements between Cameramanager.com and the Customer shall be governed by the laws of the Netherlands. The competent Court at Amsterdam shall have exclusive jurisdiction with regard to all disputes arising between Cameramanager.com and the Customer, without prejudice to Cameramanager.com's authority to summon the Customer before the competent Court in view of the Customer's residence.

#### **Artikel 13 / Miscellaneous**

a) Cameramanager.com has the right to make changes in these general conditions. A change will be effective after fourteen days after notifying the customer. The customer can terminate the agreement when the changes become effective.

b) A change in the board of Cameramanager.com or a change in the legal form of the company will not have any influence on this agreement

c) If one of the articles from this agreement is declared to be excluded, all other articles will remain enforceable.

d) The Terms of Use Policy of Cameramanager.com are connected to these general conditions.

e) These English General terms & conditions are a translation from the Dutch Algemene Voorwaarden and are made with all best effort. However, in case of a dispute, the Dutch Algemene Voorwaarden will be affective.

**Cameramanager.com**

***Maart, 2007***