

Terms and Conditions for Weblink Sensors LLC

By purchasing product from Weblink Sensors LLC [hereafter referred to as Weblink Sensors] and/or using services from Weblink Sensors, you, the Customer, agree to the policies and terms in this Agreement.

Currency

All prices on the weblinksensors.com website and in this document are in U.S. dollars.

Refunds and Exchanges

We offer a 30-day Money Back Guarantee on every product we offer. Please contact Weblink Sensors sales (weblinksensors.com/contact) to obtain an RMA number (Return Merchandise Authorization) and return address within 30 days of purchase date. Purchaser is responsible for all shipping costs incurred for purchases, returns, and exchanges. Products damaged due to customer negligence (including but not limited to use of sensors in environmental conditions outside the specified ranges) will not be accepted for return and refund. Weblink Sensors will not be responsible for damage during shipment. It is the customer's obligation to insure the return with the shipper.

All returns must have the RMA number clearly written on the package. Returns sent with no RMA number will be returned to sender unopened.

Order Cancellations

Please submit any order cancellation via email to Weblink Sensors sales (weblinksensors.com/contact).

Email cancellation requests must contain the following: first name, last name, order number, and email address. This information must be identical to the information originally submitted on your order. Every effort will be made to accommodate the cancellation of your order, providing your order has not been charged or shipped. In the event that a cancellation was submitted (via email or phone), and your order was charged or shipped afterward, we will gladly refund the complete balance charged including shipping (provided the package is unopened). However, if the cancellation was documented as received after the order was either charged or shipped, the order will be treated as a refund as described in the previous section. Please contact Weblink Sensors sales for an RMA. The customer will be responsible for shipping costs incurred.

Out of Stock Policy

Most items ship within 1-3 business days. Just because the item you ordered is NOT identified as out-of-stock does not necessarily mean that it will be in-stock at the moment you order it. Weblink Sensors will notify you by email if the item you ordered is out-of-stock and cannot be sent within 3 business days. You will be given the option of canceling the order or waiting for the next available product.

Warranty Policy

All products manufactured by Weblink Sensors come with a warranty against defect or failure for a period of one year from the date of purchase (with limitations below). This warranty covers replacement or repair (to be determined solely by Weblink Sensors) of the product.

Other products sold by Weblink Sensors are covered by the manufacturer's warranty and will not be serviced or handled by Weblink Sensors. Consult the manufacturer for warranty and repair information.

Limitations

The warranty of products damaged due to customer negligence (including but not limited to the use of sensors in environmental conditions outside the specified ranges) will not be honored.

Some sensors (including but not limited to carbon dioxide monitors) may experience sensor accuracy drift over time. Recalibration is considered routine maintenance and is not covered under warranty. Please contact Weblink Sensors for recalibration services.

Shipping

Customer assumes all costs in shipping products under warranty to Weblink Sensors, and Weblink Sensors assumes the cost in shipping back to the customer. All replacement/repaired products are shipped UPS Ground (or equivalent) unless a rush upgrade is requested. The cost of such a shipping upgrade is to be paid by the customer prior to shipment. Weblink Sensors will not be responsible for damage during shipment. It is the customer's obligation to insure the return with the shipper.

Data Access

- a. The Weblink Sensors data access (“Access”) is defined as access to data generated by an internet-connected sensor (the “Sensor”) through the “My Data” page (or similar pages) on the weblinksensors.com website.
- b. The Owner is defined as the Customer who purchased and/or owns the Sensor. The User is defined as any user (including the Owner) that uses the Access.
- c. Access is provided and charged on a per Sensor basis. Each Sensor that an Owner owns is covered individually by this agreement. Access can be terminated for each Sensor individually as provided in this section. **The Owner will be charged an individual recurring monthly access fee (“Monthly Fee”) as outlined below for each Sensor owned.**
- d. The initial term of Access (the “Initial Term”) of this agreement shall begin upon delivery of the Sensor and will expire on the date that is 3 months from purchase date of the Sensor. There is no Monthly Fee charged to the Owner for Access provided for the Sensor during the Initial Term.

Weblink Sensors

Providing internet-connected sensor solutions

e. After the Initial Term, the Monthly Fee will be charged to the Owner for Access each month. The first Monthly Fee will be charged on the expiration date of the Initial Term. Subsequently the Monthly Fee will be charged each month thereafter. **YOU ACKNOWLEDGE, AGREE AND AUTHORIZE WEBLINK SENSORS TO AUTOMATICALLY BILL AND/OR CHARGE YOUR CREDIT CARD EACH MONTH, UNLESS TERMINATED OR CANCELLED BY EITHER PARTY AS PROVIDED IN THIS SECTION.** If your credit card is rejected for automatic payment, Weblink Sensors will continue to attempt charges for 5 days from the initial attempt.

f. Weblink Sensors may at its discretion give a grace period for Access to expired Sensors.

g. The amount of the Monthly Fee will be \$7.00 (U.S. Dollars) as of December 1, 2014. Weblink Sensors reserves the right to increase this amount each year by an amount that will not be over and above the maximum of either (1) the percent increase of the United States Bureau of Labor Statistics All Items Consumer Price Index over the previous year or (2) \$1.00. Any increase will apply to both current Owners and future Owners.

h. Once charged, any Monthly Fee will not be refunded to the Owner for any reason. Request for termination (as outlined in this section) must come prior to the charge.

i. The Agreement may be terminated

- i. by the Owner canceling the recurring Monthly Fee for the Sensor using his/her account at weblinksensors.com prior to the Monthly Fee being charged,
- ii. by the Owner through email 5 days prior to the Monthly Fee being charged,
- iii. by Weblink Sensors by giving the Owner one hundred eighty (180) days prior email or written notice,
- iv. by Weblink Sensors in the event of nonpayment by the Owner by the expiration date each month, and/or
- v. by Weblink Sensors, at any time, without notice, if, in Weblink Sensors' sole and absolute discretion and/or judgment, any User is in violation of any term or condition of this Agreement and related agreements, or User's use of the Access disrupts or, in Weblink Sensors' sole and absolute discretion and/or judgment, could disrupt, Weblink Sensors' website and/or business operations, or any User's use of the Access is, in Weblink Sensors' sole and absolute discretion and/or judgment, a violation of the law.

j. If the Agreement is canceled for the Sensor by the Owner at anytime, the Owner may reinstate the Access for the Sensor through setup of the recurring Monthly Fee. By reinstating the Access the Owner is consenting to re-enter into this agreement.

k. Upon termination of this Agreement for any cause or reason whatsoever, neither party shall have any further rights or obligations under this Agreement, except as expressly set forth herein. Termination of this Agreement and retention of charges shall be in addition to, and not be in lieu of, any other legal or

equitable rights or remedies to which Weblink Sensors may be entitled.

l. If Access is not available for more than 98% of time during a calendar month, Weblink Sensors will refund the Owner the Monthly Fee charged during that month with the following limitations: Since many factors (both in the control of Weblink Sensors and out of its control) can cause Access outages, the duration that the Access is unavailable will be determined at the sole discretion of Weblink Sensors. The duration of Access unavailability will not include outages that are neither the fault of Weblink Sensors or its web hosting provider (including but not limited to outages caused by the User's Internet Service Provider). No credit will be given for uncharged months (the Initial Term as one example).

m. The Sensor's ability to send data to Weblink Sensors' servers can be limited by the User's Internet Service Provider, the Owner's setup of the Sensor, and other factors. For this reason, no guarantees are made by Weblink Sensors pertaining to the availability of the Sensor's data from a given date and time.

n. The Owner may transfer the Sensor to a new Owner only through approval by Weblink Sensors. The new Owner must agree to this Agreement. Before change of ownership can happen, both parties must email Weblink Sensors with their intent. Weblink Sensors must approve the transfer. Weblink Sensors reserves the right to reject the transfer for any reason.

o. The Owner may elect to share the Sensor's data with another registered User, a "Share" User, and/or make the data publicly available to any user, a "Public User". A Share User or Public User must abide by the terms of this Agreement, but will not pay the Monthly Fee or receive any credit for Access unavailability. Share and Public Users do not have any right to the Access and may have the Access terminated at any time at Weblink Sensors' sole and absolute discretion.

Limitation of Liability

Sensor data is provided (both locally from the Sensor and through the Access) to any User for informational use only. A Sensor shall not be used in situations where the safety of persons or property depends upon the proper operation and/or accuracy of the Sensor. Weblink Sensors shall not be responsible for any damage to a User, a User's property, or others regarding the use of the Sensor and/or the Sensor's data. The User agrees to defend, indemnify and hold harmless Weblink Sensors against liabilities arising out of any injury to person or property caused by any products and/or services sold in connection with Weblink Sensors.

Both parties agree that should suit or action be instituted to enforce the terms of this Service Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in such litigation, and on any appeal.

Disclosure

Weblink Sensors may disclose any User information to law enforcement agencies without further

consent or notification to the User upon lawful request from such agencies. We will cooperate fully with law enforcement agencies.

Changes to this Policy

Weblink Sensors reserves the right to revise its terms and policies at any time without notice.