

## **Terms of Service & Privacy Policy**

### **1. Your relationship with Vuzix**

1.1 Your use of Vuzix' products, software, services and web sites (referred to collectively as the "Services" in this document and excluding any services provided to you by Vuzix under a separate written agreement) is subject to the terms of a legal agreement between you and Vuzix. Vuzix' principal place of business is at 2166 Brighton Henrietta Tl Rd Rochester, NY 14623. This document explains how the agreement is made up, and sets out some of the terms of that agreement.

1.2 Unless otherwise agreed in writing with Vuzix, your agreement with Vuzix will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the "Universal Terms".

1.3 Your agreement with Vuzix will also include the terms of any Legal Notices applicable to the Services, in addition to the Universal Terms. All of these are referred to below as the "Additional Terms". Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service.

1.4 The Universal Terms, together with the Additional Terms, form a legally binding agreement between you and Vuzix in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".

1.5 If there is any contradiction between what the Additional Terms say and what the Universal Terms say, then the Additional Terms shall take precedence in relation to that Service.

### **2. Accepting the Terms**

2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2 You can accept the Terms by:

(A) clicking to accept or agree to the Terms, where this option is made available to you by Vuzix in the user interface for any Service; or

(B) by actually using the Services. In this case, you understand and agree that Vuzix will treat your use of the Services as acceptance of the Terms from that point onwards.

2.3 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with Vuzix, or (b) you are a person barred from receiving the Services under the laws of the country in which you are resident or from which you use the Services.

2.4 Before you continue, you should print off or save a local copy of the Universal Terms for your records.

### **3. Language of the Terms**

3.1 Where Vuzix has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with Vuzix.

3.2 If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

#### 4. Provision of the Services by Vuzix

4.1 Vuzix Services enable you to access, browse, purchase and download applications and other digital products for devices running the Android operative system ("Apps"). Apps include any content, ads, services, technology, data, in-app products and other digital materials included in or made available through an App (including after you download it). Apps also include any updates, upgrades and other changes and versions that you later use or download from us. The party that provides an App to us for distribution is the "Publisher" of the App. Most of the Apps we make available on the Vuzix Services are provided and licensed to you by third-party Publishers.

We may make some Apps available via the Vuzix Services at no charge and others for a price, as further described on our App detail pages.

4.2 Apps may include offers for digital products that are intended to be accessed or used within an App, such as additional or enhanced functionality, media content, or subscription access to content or services ("In-App Products"). None of the products and services available for purchase within an App are Vuzix Services. Vuzix is not a party to, and has no responsibility for, any payment or purchase transactions you make through an App.

4.3 All purchases of Apps are final. We do not accept returns of Apps. Once you have purchased an App, we encourage you to download (if applicable) and access it promptly to be sure you have received it. If you are unable to complete a download or access an App, please contact Vuzix customer service for assistance. Once you purchase an App and we make it available to you, you bear responsibility for completing the download (if applicable) and for all risk of loss after downloading or accessing the App, including any loss due to a mobile device malfunction. We will only accept refund requests made within 24 hours after the purchase.

4.4 Vuzix may have subsidiaries and affiliated legal entities around the world ("Subsidiaries and Affiliates"). Sometimes, these companies will be providing the Services to you on behalf of Vuzix itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Services to you.

4.5 The Publisher of an App may provide an End-User License Agreement ("Publisher's EULA") with any App. If there are any conflicts between the Publisher's EULA and the terms of the End-User License Agreement provided herein (the "Standard EULA"), then to the extent of such conflict the Standard EULA will control. Vuzix does not have any responsibility or liability related to compliance or non-compliance by you or the Publisher under a Publisher's EULA. The Standard EULA includes the following end user license terms, and if the App does not include a Publisher's EULA, these terms will constitute the entire EULA between the Publisher and you:

(i) The Publisher is the licensor of the App.

(ii) If the App does not include a Publisher's EULA that specifies license rights, Publisher grants the end user a limited, nontransferable license to download and use the App only for personal and noncommercial purposes.

(iii) You may not modify, reverse engineer, decompile or disassemble the App in whole or in part, or create any derivative works from or sublicense any rights in the App, unless otherwise expressly authorized in writing by Publisher.

(iv) The App is protected by copyright and other intellectual property laws and treaties. Unless otherwise expressly stated in the Publisher's EULA, Publisher or its licensors own all title, copyright and other intellectual property rights in the App, and the App is licensed, not sold.

(v) The end user acknowledges and agrees that Vuzix has no responsibility or liability with respect to

your use of the App or any content or functionality in the App.

4.6 Vuzix is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which Vuzix provides may change from time to time without prior notice to you.

4.7 As part of this continuing innovation, you acknowledge and agree that Vuzix may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at Vuzix' sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform Vuzix when you stop using the Services.

4.8 You acknowledge and agree that if Vuzix disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

4.9 You acknowledge and agree that while Vuzix may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by Vuzix at any time, at Vuzix' discretion.

## **5. Use of the Services by you**

5.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to Vuzix will always be accurate, correct and up to date. This information about yourself will be used by Vuzix only for the purpose of providing you the Services, for business performance analysis, consumer profile analysis or for marketing and survey purposes; Vuzix may share this information with third parties, namely partners with whom Vuzix has a business relationship, but only for the mentioned purposes. Information collected about you can also be used to provide you with personalized recommendations.

5.2 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions. This is applicable to any information that you may upload through the use of the Services, including, but not limited to reviews or ratings.

5.3 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by Vuzix, unless you have been specifically allowed to do so in a separate agreement with Vuzix. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on the Services.

5.4 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

5.5 Unless you have been specifically permitted to do so in a separate agreement with Vuzix, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

5.6 You agree that you are solely responsible for (and that Vuzix has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Vuzix may suffer) of any such breach.

## **6. Your passwords and account security**

6.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

6.2 Accordingly, you agree that you will be solely responsible to Vuzix for all activities that occur under your account.

6.3 If you become aware of any unauthorized use of your password or of your account, you agree to notify Vuzix immediately at [technical\\_support@Vuzix.com](mailto:technical_support@Vuzix.com).

## **7. Content in the Services**

7.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content".

7.2 You should be aware that Content presented to you as part of the Services, including but not limited to software applications, advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the publishers, sponsors or advertisers who provide that Content to Vuzix (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by Vuzix or by the owners of that Content, in a separate agreement.

7.3 Vuzix reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service. The software applications made available through the Services originate from publishers that use Vuzix services, and not by Vuzix, and Vuzix does not necessarily review such applications before being made available. For some of the Services, Vuzix may provide tools to filter out explicit sexual content. These tools include the option to turn Adult Content off. In addition, there are commercially available services and software to limit access to material that you may find objectionable.

7.4 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

7.5 You agree that you are solely responsible for (and that Vuzix has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which Vuzix may suffer) by doing so.

7.6 You may inform Vuzix of any infringements of yours or any third party's intellectual property rights or any other rights by reason of the storage by Vuzix, at the direction of any user, of infringing Content. Vuzix will take down any infringing Content, under the terms of the Copyright Notice available at [www.Vuzix.com](http://www.Vuzix.com).

7.7 The Trusted App sign you may encounter on the Vuzix Services is only a reference to the use by Vuzix, in some selected Content, of automatic tools that intend to prevent the spread of virus or malware; it does not mean any review by Vuzix of the Content for any other purposes, namely copyright infringement.

## **8. Proprietary rights**

8.1 You acknowledge and agree that Vuzix (or Vuzix' licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by Vuzix and that you shall not disclose such information without Vuzix' prior written consent.

8.2 Unless you have agreed otherwise in writing with Vuzix, nothing in the Terms gives you a right to use any of Vuzix' trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.

8.3 If you have been given an explicit right to use any of these brand features in a separate written agreement with Vuzix, then you agree that your use of such features shall be in compliance with that agreement, any applicable provisions of the Terms, and Vuzix' brand feature use guidelines as updated from time to time.

8.4 Other than the limited license set forth in Section 10, Vuzix acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Vuzix, you agree that you are responsible for protecting and enforcing those rights and that Vuzix has no obligation to do so on your behalf.

8.5 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

8.6 Unless you have been expressly authorized to do so in writing by Vuzix, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

## **9. License from Vuzix**

9.1 Vuzix gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use the software provided to you by Vuzix as part of the Services as provided to you by Vuzix (referred to as the "Software" below). This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Vuzix, in the manner permitted by the Terms.

9.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by Vuzix, in writing. This will not apply to the Vuzix App, an application developed by Vuzix to be used on the devices running the Android operating system; such application allows its users to download and install applications for such devices and is licensed under the GPL v2 license.

9.3 Unless Vuzix has given you specific written permission to do so, you may not assign (or grant a sub-licence of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

## **10. Content license from you**

10.1 You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Services. By submitting, posting or displaying the content you give Vuzix a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which you submit, post or display on or through, the Services. This license is for the sole purpose of enabling Vuzix to display, distribute and promote the Services and may be revoked for certain Services as defined in the Additional Terms of those Services.

10.2 You agree that this license includes a right for Vuzix to make such Content available to other companies, organizations or individuals with whom Vuzix has relationships for the provision of syndicated services, and to use such Content in connection with the provision of those services.

10.3 You understand that Vuzix, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit Vuzix to take these actions.

10.4 You confirm and warrant to Vuzix that you have all the rights, power and authority necessary to grant the above license.

## **11. Software updates**

11.1 The Software which you use may automatically download and install updates from time to time from Vuzix. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit Vuzix to deliver these to you) as part of your use of the Services.

## **12. Ending your relationship with Vuzix**

12.1 The Terms will continue to apply until terminated by either you or Vuzix as set out below.

12.2 If you want to terminate your legal agreement with Vuzix, you may do so by (a) notifying Vuzix at any time and (b) closing your accounts for all of the Services which you use, where Vuzix has made this option available to you. Your notice should be sent, in writing, to Vuzix' address which is set out at the beginning of these Terms.

12.3 Vuzix may at any time, terminate its legal agreement with you if:

- (A) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
- (B) Vuzix is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
- (C) the partner with whom Vuzix offered the Services to you has terminated its relationship with Vuzix or ceased to offer the Services to you; or
- (D) Vuzix is transitioning to no longer providing the Services to users in the country in which you are

resident or from which you use the service; or

(E) the provision of the Services to you by Vuzix is, in Vuzix' opinion, no longer commercially viable.

12.4 Nothing in this Section shall affect Vuzix' rights regarding provision of Services under Section 4 of the Terms.

12.5 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and Vuzix have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation.

### **13. EXCLUSION OF WARRANTIES**

13.1 NOTHING IN THESE TERMS, INCLUDING SECTIONS 13 AND 14, SHALL EXCLUDE OR LIMIT VUZIX' WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

13.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

13.3 IN PARTICULAR, VUZIX, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

(A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS,

(B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,

(C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND

(D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

13.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

13.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM VUZIX OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

13.6 VUZIX FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

### **14. LIMITATION OF LIABILITY**

14.1 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 13.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT VUZIX, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

(A) ANY INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE

INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES;

(II) ANY CHANGES WHICH VUZIX MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);

(III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;

(IV) YOUR FAILURE TO PROVIDE VUZIX WITH ACCURATE ACCOUNT INFORMATION;

(V) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

14.2 THE LIMITATIONS ON VUZIX' LIABILITY TO YOU IN PARAGRAPH 14.1 ABOVE SHALL APPLY WHETHER OR NOT VUZIX HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

## **15. Advertisements**

15.1 Some of the Services are supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information.

15.2 The manner, mode and extent of advertising by Vuzix on the Services are subject to change without specific notice to you.

15.3 In consideration for Vuzix granting you access to and use of the Services, you agree that Vuzix may place such advertising on the Services.

## **16. Other content**

16.1 The Services may include hyperlinks to other web sites or content or resources. Vuzix may have no control over any web sites or resources which are provided by companies or persons other than Vuzix.

16.2 You acknowledge and agree that Vuzix is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

16.3 You acknowledge and agree that Vuzix is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.



## **17. General legal terms**

17.1 Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

17.2 The Terms constitute the whole legal agreement between you and Vuzix and govern your use of the Services (but excluding any services which Vuzix may provide to you under a separate written agreement), and completely replace any prior agreements between you and Vuzix in relation to the Services.

17.3 You agree that Vuzix may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

17.4 You agree that if Vuzix does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Vuzix has the benefit of under any applicable law), this will not be taken to be a formal waiver of Vuzix' rights and that those rights or remedies will still be available to Vuzix.

17.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

17.6 You acknowledge and agree that each member of the group of companies of which Vuzix is the parent shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.

17.7 This Agreement will be governed by the laws of New York State, USA. You consent to the exclusive jurisdiction and venue of the courts in New York State, USA.

## **Privacy Policy**

Vuzix provides this Privacy Policy to inform you of our policies and procedures regarding the collection, use and disclosure of personal information we receive from users of Vuzix.com (this "Site") and our Android Marketplace Application.

This Privacy Policy applies only to information that you provide to us through this Site or through our Android Marketplace Application. This Privacy Policy may be updated from time to time. We will notify you of any material changes by posting the new Privacy Policy on the Site. You are advised to consult this policy regularly for any changes.

### **Collection and Use of Personal Information**

Personal information is data that can be used to identify or contact a single person.

You may be asked to provide your personal information anytime you are in contact with Vuzix or an Vuzix Partner. Vuzix and its Partners may share this personal information with each other and use it consistent with this Privacy Policy. They may also combine it with other information to provide and improve our products, services, content, and advertising. You are not required to provide the personal information that we have requested, but, if you chose not to do so, in many cases we will not be able to provide you with our products or services or respond to any queries you may have.

### **Protection of Personal Information**

Vuzix takes the security of your personal information very seriously. Vuzix online services protect your personal information during transit using encryption such as Transport Layer Security (TLS). In any case, since the Internet is an open network, you must be aware of the possibility that the information can be intercepted, lost, redirected, changed and read by other people. When your personal data is stored by Vuzix, we use computer systems with limited access housed in facilities using physical security measures.

When you use some Vuzix products, services, or applications or post on an Vuzix forum, public comment, chat room, or social networking service, the personal information you share is visible to other users and can be read, collected, or used by them. You are responsible for the personal information you choose to submit in these instances. For example, if you list your name and email address in a comment posting, that information is public. Please take care when using these features.

### **Integrity and Retention of Personal Information**

Android makes it easy for you to keep your personal information accurate, complete, and up to date. We will retain your personal information for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law.

You have the right to access your personal data and the right to obtain the rectification, erasure or blocking of the data concerning you, whenever such is justified, by contacting Vuzix through the e-mail

address indicated below.

## **International Transfer**

Your information may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction.

## **Location-Based Services**

To provide location-based services Vuzix and our partners may collect, use, and share precise location data, including the real-time geographic location of your computer, tablet, smartphone or device. This location data is collected anonymously in a form that does not personally identify you and is used by Vuzix and our partners to provide and improve location-based products and services. For example, we may share geographic location with application providers when you opt in to their location services.

## **Log Data**

When you visit the Site, whether as a Vuzix Member or a non-registered user just browsing (any of these, a "**Vuzix User**"), our servers automatically record information that your browser sends whenever you visit a website ("**Log Data**"). This Log Data may include information such as your device Internet Protocol ("IP") address, browser type or the webpage you were visiting before you came to our Site, pages of our Site that you visit, the time spent on those pages, information you search for on our Site, access times and dates, and other statistics. We use this information to monitor and analyze use of the Site and the Service and for the Site's technical administration, to increase our Site's functionality and user-friendliness, and to better tailor it to our visitors' needs.

## **Cookies**

Like many websites, we may use "cookies" to collect information. A cookie is a small data file that we transfer to your computer, smartphone or tablet, for record-keeping purposes. We use cookies for two purposes. First, we utilize persistent cookies to save your registration ID and login password for future logins to the Site or Mobile Application. Second, we utilize session ID cookies to enable certain features of the Site or Mobile Application, to better understand how you interact with the Site or Mobile Application and to monitor aggregate usage by Vuzix Users and web traffic routing on the Site or Mobile Application. Unlike persistent cookies, session cookies are deleted from your computer when you log off from the Site or Mobile Application and Service. Third party advertisers on the Site or Mobile Application may also place or read cookies on your browser. You can instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. If you do not accept cookies, however, you may not be able to use all portions of the Site or Mobile Application or all functionality of our Services.

**Phishing**

Identity theft and the practice currently known as "phishing" are of great concern to Vuzix. Safeguarding information to help protect you from identity theft is a top priority. We do not and will not, at any time, request your credit card information, your account ID, login password, or any identification numbers in a non-secure or unsolicited e-mail or telephone communication.

**Contacting Us**

If you have any questions about this Privacy Policy, please contact us at:  
[technical\\_support@vuzix.com](mailto:technical_support@vuzix.com)