

AIMNET Smart Building – Website & Control Panel Services TERMS OF USE

update: 01/02/2007

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This Agreement is effective until terminated by AIM Consulting, LLC, at any time without notice. In the event of termination, you are no longer authorized to access the chat rooms, bulletin boards or other public areas of the site, and the restrictions imposed on you with respect to material downloaded from the site, the disclaimers and limitations of liability set forth in this Agreement shall survive.

Indemnification

You agree to indemnify and hold harmless AIM Consulting, LLC, its parents, affiliates, licensees and their respective directors, officers, employees and agents from and against all liabilities, claims damages and expenses, including attorneys' fees, arising out of your use of the Site, or your violation or alleged violation of the terms of this Agreement.

Other

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to any principles of conflicts of law. If any provision of this Agreement is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions

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Online Privacy Policy

Updated 01/02/2007

Welcome

To our Website Visitors — We want you to know how we treat personal information the AIM Consulting, LLC companies may obtain from you as a website visitor as a part of your visit. You should also see our [Terms of Use](#) for other information concerning use of our website. By using our website, you accept this Online Privacy Policy and our Website Visitor Agreement.

To clients of other AIM Consulting, LLC companies — This Online Privacy Policy applies only to use of our websites. If you are also a client of another AIM Consulting , LLC division, company or service subscriber, these policies may differ for your particular service..

In either case, we welcome you to our website. Please take a moment to read about your privacy rights in its use.

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1. Information We Collect

- **Policy** — It is our policy to collect only the personally identifiable information (information that identifies you individually) that we need to provide the services of this website with the quality you desire and deserve.
- **AIM Customers** — If you are a customer of AIM, this personally identifiable information may include your name, address, age, telephone numbers, account number, user IDs, passwords, email addresses, and other information as provided to us online or as a customer of AIM. It is our policy to retain such

information only as long as needed for our business purposes or as the law may require. We take reasonable steps to protect your account information from unauthorized access.

- **Website Visitors** — When you access our website, we automatically collect access log information about your visit, including information such as the Internet Protocol (IP) addresses assigned (numbers assigned to your computer while online), bandwidth used, system and connection performance, browsers used, dates and times of access, and Internet resource requests, including requests to access web pages. We do not store emails sent and received unless left in a AIM Internet Services account file. As explained below, we could be required by court order to disclose such information if left on our system.
- **Online Registrants** — In visiting our website, if you register with us or participate in a contest, survey or online transaction, we may ask for certain personally identifiable information. When we ask you for such information, we will tell you how it will be used and you may elect not to participate.
- **Cookies** — We, or a vendor that places advertising on our websites, may use "cookies" to collect information about your visit to our website and to manage information concerning your preferences. A "cookie" is a small computer code added to a file on your computer as a record of its visit. It does not collect or provide your name or any other personal information about you. It can, however, be used by the website that placed it to note information about your visit, such as your type of web browser, operating system and Internet Protocol ("IP") address, to better tailor the site for you. It can also be used to recognize you when you log in as a registered user or as a repeat visitor returning to our website. This allows us to tailor our site by remembering you and any options you select. We may share non-personal information obtained from the varying kinds of cookies and web beacons (see below) with vendors, advertisers and others. You can control what cookies are accepted by your computer through the settings on your web browser or by deleting them from your files. Doing so, however, may limit the personalization available to you.
- **Third-Party Cookies and Web Beacons** — These forms of computer code are sometimes placed by advertisers or others with connection to a webpage and may be read by the advertisement's provider. They may use a form of code called a "web beacon" or "clear GIF." These are usually contained in a transparent image on a page or in an image on an email message and serve as a way to gather information about your visit, such as your Internet Protocol Address and information or statistics about your visit. As with cookies, you can use your browser settings to control web beacons.
- **Advertisers and Other Websites** — We do not control the privacy policies of advertisers or of websites you may link to from our websites or by using our services. You should review their websites for questions about their Internet security and privacy.

2. Use and Sharing

- **Use Policy** — We consider any personally identifiable information we receive about you to be confidential, and it is our policy to use it only in providing our websites and our internet - from sales and installation, to operations, administration, advertising, marketing, support, network provision, maintenance, communications with you, billing, collection and in other ways related to our services. We may also use such information in dealing with fraud and unauthorized use of our services. AIM may associate personal account information with data from third parties about you or similar persons to better

predict your product and service preferences for use in programming, advertising transactions and to market our services to you.

- **Aggregate Information** — We use aggregate information about our customers and website visitors for a variety of purposes. Such aggregate information does not identify individual customers. We may share such aggregate and related demographic information with third parties.
- **Retention Policy** — AIM may retain personal customer information in its regular business records as long as someone is a customer or until no longer needed for business or legal purposes. Our security measures for this information are discussed below.
- **Sharing Policy** — It is our overall policy not to disclose to others outside of AIM and our affiliates, vendors and business partners any personally identifiable information about our customers without their prior written or electronic consent. We do not sell or provide your personal information to parties unconnected with the services we provide without your permission.
- **Special Exceptions** — We reserve the right to disclose personally identifiable information in our possession if we have a good faith belief that it is necessary to: (1) comply with the law or legal process served on us; (2) protect and defend our rights or property or those of others; (3) respond to fraud, abuse or unauthorized reception; (4) enforce our Website Visitors' Agreement and Terms of Use, our Acceptable Use Policy or related standards; or (5) act in an emergency to protect your safety or that of another. We may also share information if we sell or transfer all or a portion of our business operations, merge or combine with another organization.
- **Third Parties** — We sometimes use affiliates, vendors or third party partners in association with this website and may provide personally identifiable information about users for such purposes. In providing such information, we require that the outside party maintain at least the same level of confidentiality that we maintain for such information. In addition, any use by the vendor or third party may not exceed that needed to provide its service.
- **Internet Communications** — Unless addressed to us, we do not read email messages, instant messages, online chats, or the content of other online communications that reside on or pass through our Service. We may however, retain and provide such communications if we are legally required to do so. Incoming and outgoing email messages are generally scanned electronically to identify and filter out likely spam and for viruses and related problems that could harm your equipment, the network or other users.

3. Law Enforcement

- **Legal Requirements** — As a provider of Internet communications services, we regularly receive legal requests for customer information from government and law enforcement personnel. We also receive discovery requests in civil litigation. In all such cases, our policy is to cooperate as required by law, but to provide only such information as the law requires. This information is generally sought by subpoena served on AIM. Under current law, many criminal subpoenas require that we not disclose or notify you of the request. Due to this fact and the volume of requests we receive, we cannot assume any duty to notify you of receipt of any legal requests.
- **Internet Information** — Current law provides that personal account and other information concerning use of our Internet services may be subpoenaed by governmental entities. In such cases, you may not be entitled to notice of such a request. The content of Internet communications may not generally be sought through use of a subpoena. The law does permit us to disclose to law

enforcement, voluntarily and without prior notice, customer information, including the contents of communications, if we reasonably believe that an emergency involving immediate danger of death or serious physical injury requires such disclosure without delay.

- **Telephone Information** — In some areas, AIM provides telephone-type and internet camera services to its customers through an Internet service called "AIMNET Smart Building Control Panel" Current law requires law enforcement to obtain a court order or warrant for a telephone wiretap or to use a pen register or trap and trace device to capture dialing and or video information. The Federal Communications Commission ("FCC") and Congress are currently considering the extent to which such rules will apply to voice over Internet services.

4. Internet Security

- **Taking Proper Precautions** — Maintaining the security of your own personal computer is an important part of protecting your own privacy and of helping us protect our network and our customers' service. You should use and update regularly your antivirus software, firewall and your operating system to prevent unauthorized access by others and harm from various forms of viruses. Persons with questionable intent may use the Internet or email to pose as someone you trust or do business with. You should always be sure who you are dealing with before responding with personal information. To avoid all these and other forms of attacks, we encourage you to visit the [Federal Trade Commission](#) ("FTC") for updates and tips on protecting yourself. AIM may take protective action related to your service or contact you directly with information from time-to-time to help with this effort.
- **Personal Information** — We use "[Secure Socket Layer](#)" encryption technology when collecting certain personal information through our websites. You can identify the use of such protection by looking for "[https](#)" in the Internet url or page address or a closed lock symbol if you are using Internet Explorer. We protect personally identifiable information found in our most sensitive databases in encrypted formats within controlled and secure environments with restricted access. While we attempt to ensure the integrity and security of our network and computer systems, we cannot guarantee that our security measures will prevent unauthorized access.
- **Access by Others** — It is possible for use of the Internet to be accessed or intercepted by third parties. Moreover, since we cannot control Web sites or Internet services operated by third parties, we recommend that you review the terms of service and privacy policies of those Web sites and services.

5. Spam

AIM works hard to prevent and to block spam and we encourage your help by preventing unauthorized access to your computer. The law permits companies like AIM to use email to send transactional or relationship messages, such as in confirming that a service has been established or providing information regarding changes in service. If you prefer, you may opt-out of marketing messages we may send by notifying us in response to any you may receive.

6. Children's Privacy

Our websites are not directed at, or intended for use by, children under the age of 13. We do not knowingly allow anyone under 18 to provide any personal information on our websites. Children should always get permission from a parent or guardian before sending personal information over the Internet. If you believe your child may have

provided us with personal information, you can contact us and we will delete the information. You can find more information about protecting children's privacy by contacting the FTC or viewing its website at <http://www.ftc.gov>.

7. **Customer Access to Information**

If you are a customer of AIM Consulting, LLC, you can check the accuracy of some of your account information by contacting a Customer Care representative.

8. **Your Enforcement Rights**

You have the right to enforce your legal privacy rights concerning our collection, use and sharing of your personally identifiable information..

9. **Changes in Policy**

Developments in the Internet, the law, our offerings and websites may cause us to change this Online Privacy Policy from time to time. Any such changes will be prospective and will not affect information collected prior to the change in policy.

10. **How to Contact Us**

Please refer to the [CONTACTS](#) page for information on how to contact us.