

NightEye LLC

Terms of Service

Last updated June 01, 2023

Thank you for choosing Nighteye LLC. To ensure a smooth experience with our products, services, and applications (which include Nighteye cameras, Nighteye's mobile application(s), and other associated services and devices), we request you familiarize yourself with the following rules and restrictions. If you have any inquiries, feedback, or apprehensions about these terms or our services, please feel free to reach out to us at Nighteyellc@gmail.com.

Address: 3400 Cottage Way, Ste G2 Sacramento, California 95825, US

By utilizing the Services provided by Nighteye LLC ("Nighteye," "we," or "us"), you are acknowledging and agreeing to be bound by these Terms of Service ("Terms"). These Terms establish a legally binding contract between you and Nighteye, and they will continue to be applicable throughout your use of the Services. By using the Services, you affirm that you are of legal age to enter into such a contract, and are at least 21 years of age. These Terms encompass the provisions outlined in this document, as well as those specified in the Privacy Policy. Furthermore, your use of specific Services or participation in certain activities may be subject to supplementary policies, rules, and conditions ("Supplementary Conditions"), which are incorporated herein by reference. Consequently, you acknowledge and consent that by utilizing or participating in any such Services, you are also bound to comply with these Supplementary Conditions.

Kindly be aware that your utilization of and access to Nighteye's services are contingent upon the terms outlined below. If you do not consent to all of the following provisions, you are prohibited from using or accessing the services in any way.

You confirm, guarantee, and consent that you will refrain from utilizing or engaging with the Services in the manners listed below:

1. Violate any actions that would infringe upon any laws, contracts, intellectual property rights, or other rights of third parties.
2. Commit and engage in any tortious activities, and you accept full responsibility for your behavior and actions while using NightEye services
3. Generating, uploading, transmitting, distributing, or storing any content that is harassing, intimidating, provoking, privacy invasion, infringing, or any content that is deemed offensive or objectionable in comparison.
4. Use the services to spy or observe the identity of anybody
5. Utilizing NightEye services for any unlawful intent or in contravention of any local, state, national, or international laws or regulations. This includes, but is not limited to, laws governing intellectual property, proprietary rights, data protection, and privacy.
6. Attempt to bypass any content filtering methods implemented by us, or attempt to gain unauthorized access to any service or area of the NightEye services.
7. Fraudulent assertions about being associated with any individual or organization
8. Engage in the acquisition or attempted acquisition of personal information from users or third parties without their consent.
9. Interrupt or attempt to disorganize NightEye services, systems, or servers affiliated with NightEye, or carry out anything that damages, weakens, compromises, or disables the performance of NightEye Services in any way.
10. Engage in actions that breach the security of computer networks or attempt to decode passwords or security encryption codes.
11. Retrieve or collect any page, data, or related content from NightEye Services through scraping, crawling, or spidering, whether done manually or through automated methods.
12. Reverse engineer, or attempt to obtain the source code of NightEye services

Waiver of Class Action and Arbitration Notice: By agreeing to this, you waive your right to participate in a class action lawsuit or engage in arbitration on a class-wide basis. You acknowledge that any disputes between you and Nighteye LLC will be resolved through binding individual arbitration with the exception of specific dispute types mentioned in the Arbitration Agreement section below.

Arbitration Rules: The parties involved will make every effort to resolve any dispute, claim, question, or disagreement arising from or related to these Terms through sincere and honest negotiations. Prior to initiating arbitration, it is a requirement for both parties to engage in good-faith negotiations. If these negotiations fail to resolve the dispute, it will be ultimately settled through binding arbitration in Santa Clara County, California. The final decision made by the arbitrator may be entered as a judgment in any court with the necessary jurisdiction.

Nighteye may make occasional updates to these Terms. We retain the authority to modify the Terms at any time, and will update the revised version on our website and mobile applications, and last modified dates will be posted in the terms. If you do not agree with the updated Terms, you have the option to decline them; however, this would result in your inability to continue using the services. If you choose to use Nighteye services in any way after the modified Terms have taken effect, it signifies your acceptance of all the changes made.

You must not make an effort to access the Services through unauthorized means, collect data from Nighteye without permission, or create new products based on our offerings. It is important for you to abide by all relevant laws that pertain to your use of the Services and any actions you take related to them. We cannot, and will not take responsibility if you use the Services in a manner that violates the law. If the use of the Services is not allowed according to applicable laws, you are not authorized to use them.

We are not responsible for any errors or omissions in that information or content, nor for any damages or losses you may experience in connection with it. You accept that any information or content accessed through our services is done so at your own risk. We have no control over how you interpret or utilize the content, and we bear no responsibility for any actions you may take as a result of being exposed to the content. By using our services, you release us from any liability related to the acquisition or non-acquisition of content through the services. We cannot guarantee the identity of other users you interact with while using the services, and we are not accountable for determining which users gain access to the services

You understand and accept that the availability of the Nighteye mobile application relies on Third-Party stores. Each Third-Party Store may have its own set of terms and conditions that you must agree to prior to downloading mobile applications from that store. You agree to adhere to and use our application in accordance with those specific Third-Party stores terms and conditions. In cases where the terms and conditions of the Third-Party store differ or contradict the Terms of Service outlined in these Terms of Service, the more limiting Terms stated in these Terms of Services will take precedence.

Privacy Policy

Last updated June 01, 2023

This privacy notice for Nighteye LLC (“Company”, “we”, “us”, or “our”), Describes how and why we we might collect, store, use, and/or share (“process”) your information when you use our (“Services”), such as when you

- Download and use our mobile application (Nighteye), or any other application of ours that links to this privacy notice.
- Engage with us in other related ways, including any sales, marketing, or events.

Questions or concerns? Reading this privacy policy will help you understand your privacy rights and choices. If you do not agree with our policies and practices, do not use our Services. If you still have any questions or concerns, please contact us at Nighteyellc@gmail.com

Summary of Key Points

This summary provides key points from our privacy notice, but you can find out more details about any of these topics by clicking the link following each key point or by using our table of contents below to find the section you are looking for.

What personal information do we process? When you visit, use, or navigate our Services, we do not process personal information.

Do we process any sensitive personal information? We do not process sensitive personal information

Do we receive any information from third parties? We receive information on how many people are using our app. There is no personal information being used for these analytics, only quantities.

What are your rights? Depending on where you are located geographically, the applicable privacy law may mean you have certain rights regarding your personal information.

How do you exercise your rights? The easiest way to exercise your rights is by visiting email: Nighteyellc@gmail.com. We will consider and act upon any request in accordance with applicable data protection laws.

1. What information do we collect?

We do not collect any personal or sensitive information from you when you participate in activities on the services.

2. How do we keep your information safe?

We have implemented appropriate and reasonable technical and organizational security measures designed to protect you, however despite our safeguards and efforts to secure information, no electronic transmission over the internet or information storage technology can be guaranteed to be 100% secure, so we cannot promise or guarantee that unauthorized third parties will not be able to defeat our security.

3. Who do we collect information from?

Because we don't collect any personal information, we cannot know if you are using our app under the age of 21. Located in our terms of service shows that you must be at least 21 years of age to use our Services. By using the Services, you represent that you are at least 21 years of age. If we learn that users are less than 21 years of age, we will take reasonable measures to promptly delete such data.

4. Do California residents have specific privacy rights?

California Civil Code Section 1798.83, also known as the “Shine The Light” law, permits our users who are California residents to request and obtain from us, once a year and free of charge, information about categories of personal information (if any) we disclosed to third parties for direct marketing purposes and the names and addresses of all third parties with which we shared personal information in the immediately preceding calendar year. If you are a California resident and would like to make such a request in writing to us using the contact information provided below.

CCPA Privacy Notice

The California Code of Regulations defines a “resident” as:

- (1) Every individual who is in the State of California for other than a temporary or transitory purpose and
- (2) Every individual who is domiciled in the State of California who is outside the State of California for a temporary or transitory purpose

All other individuals are defined as “non-residents”

If this definition of “resident applies to you, we must adhere to certain rights and obligations regarding your personal information.

What categories of personal information do we collect?

Category	Examples	Collected
A. Identifiers	Contact details, such as real name, alias, postal address, telephone or mobile contact number, unique personal identifier, online identifier, Internet Protocol address, email address, and account name	NO
B. Personal Information categories listed in the California Customer Records statute	Name, contact information, education, employment, employment history, and financial information	NO
C. Protected classification characteristics under California or federal law	Gender and date of birth	NO
D. Commercial Information	Transaction information, purchase history, financial details, and payment information	NO
E. Biometric Information	Fingerprints and voiceprints	NO
F. Internet or other similar network activity	Browsing history, search history, online behavior, interest data, and interactions with our and other websites, applications, systems, and advertisements	NO
G. Geolocation data	Device location	NO
H. Audio, electronic, visual, thermal, olfactory, or similar information	Images and audio, video or call recordings created in connection with our business activities	NO
I. Professional or employment-related information	Business contact details in order to provide you our Services at a business level or job title, work history, and professional qualifications if you apply for a job with us	NO
J. Education Information	Student records and directory information	NO
K. Inferences drawn from other personal information	Inferences drawn from any of the collected personal information listed above to create a	NO

	profile or summary about, for example, an individual's preferences and characteristics.	
L. Sensitive Personal Information		NO

We may also collect other personal information outside of these categories through instances where you interact with us in person, online, or by phone or mail in the context of:

- Receiving help through our customer support channels;
- Participation in customer surveys or contests; and
- Facilitation in the delivery of our Services and to respond to your inquiries.

Will your information be shared with anyone else?

No. Nighteye LLC has not disclosed, sold, or shared any personal information to third parties for a business or commercial purpose in the preceding twelve (12) months. Nighteye LLC will not sell or share personal information in the future belonging to website visitors, users, and other customers.

Right to request deletion of the data - Request to delete

Because we have no access to your personal information through the app, there is nothing for us to delete in the first place. For information on how to delete our Services, you can send an email request to: Nighteyellc@gmail.com

Right to be informed - Request to know

Depending on the circumstances, you have the right to know:

- Whether we collect and use your personal information;
- The categories of personal information that we collect;
- The purposes for which the collected personal information is used;
- Whether we sell or share personal information to third parties;
- The categories of personal information that we sold, shared, or disclosed for a business purpose;
- The categories of third parties to whom the personal information was sold, shared, or disclosed for a business purpose;
- The business or commercial purpose for collecting, selling, or sharing personal information; and
- The specific pieces of personal information we collected about you.

In accordance with applicable law, we are not obligated to provide or delete consumer information that is de-identified in response to a customer request or to re-identify individual data to verify a consumer request.

Right to Non-discrimination for the Exercise of a Consumer's Privacy Rights

We will not discriminate against you if you exercise your privacy rights.

Right to Limit Use and Disclosure of Sensitive Personal Information

We do not process consumer's sensitive personal information.

Other privacy rights

- You may object to the processing of your personal information
- You may request correction of your personal data if it is incorrect or no longer relevant, or ask to restrict the processing of the information
- You can designate an authorized agent to make a request under the CCPA on your behalf. We may deny a request from an authorized agent that does not submit proof that they have been validly authorized to act on your behalf in accordance with the CCPA.
- You may request to opt out from future selling or sharing of your personal information to third parties. Upon receiving an opt-out request, we will act upon the request as soon as feasibly possible, but no later than fifteen (15) days from the date of request submission.

To exercise these rights, you can contact us by email at Nighteyellc@gmail.com, for a contact form use the link: <https://nighteyellc.wixsite.com/nighteye>, or by referring to the contact details at the bottom of this document. If you have a complaint about how we handle your data, we would like to hear from you.

5. Do we make updates to this notice?

We may update this privacy notice from time to time. The updated version will be indicated by an updated "Revised" date and the updated version will be effective as soon as it is accessible. If we make material changes to this privacy notice, we may notify you either by prominently posting a notice of such changes or by directly sending you a notification. We encourage you to review this privacy notice frequently to be informed of how we are protecting your information.

6. How can you contact us about this notice?

If you have questions or comments about this notice, you may email us at Nighteyellc@gmail.com or contact us by post at:

Nighteye LLC
3400 Cottage Way, STE G2
Sacramento, CA 95825
United States

7. How can you review, update, or delete the data we collect from you?

You have the right to request access to the personal information we collect from you, change that information, or delete it. To request to review, update, or delete your personal information, please email us at: Nighteyellc@gmail.com, or submit a form at <https://nighteyellc.wixsite.com/nighteye> for requests.