



Terms of Service

EFFECTIVE DATE **AUGUST 25, 2026**

These Terms of Service ("**Terms**") govern access to and use of the software platforms, mobile applications, hardware, telematics devices, communications systems, and related services provided by **skEYEWATCH Inc.**, including skEYEvue, RAILvue, Dispatch360, and skEYEtalk (collectively, the "**Services**"). By accessing or using the Services, the customer organization ("**Customer**") and its authorized users ("**Users**") agree to be bound by these Terms and any applicable order forms, statements of work, or customer agreements (collectively, the "**Agreement**").

The Services are intended solely for **commercial and business use**. They are **not directed to children**, and may only be used by individuals who are at least 18 years old or otherwise legally authorized by their employer or organization.

Contents

I	Definitions	2
II	Account Creation & User Eligibility	2
III	Authorized & Prohibited Use	3
IV	Customer Content & Ownership	4
V	skEYEWATCH Intellectual Property	4
VI	Services & Limitations	5
VII	Hardware Terms	6
VIII	Payment Terms	7
IX	Privacy & Data Protection	7
X	Security	8
XI	Indemnification	9
XII	Disclaimers & Limitation of Liability	9
XIII	Suspension & Termination	10
XIV	Dispute Resolution	11
XV	Miscellaneous	12

ARTICLE I

Definitions

1.1 Defined Terms

For purposes of these Terms:

"skEYEWATCH"	means skEYEWATCH Inc, a Florida corporation located at 15506 County Line Rd, Spring Hill, FL 34610.
"Customer Data"	means all information, records, content, video, audio, GPS data, telematics data, communications, documents, photographs, messages, and other materials uploaded, transmitted, collected, or generated by Customer or its Users through the Services.
"Hardware"	means cameras, telematics devices, tablets, communications equipment, and related components provided or supported by skEYEWATCH.
"User"	means any individual authorized by Customer to access or use the Services.
"Third-Party Services"	means cloud hosting, cellular carriers, mapping services, payment processors, authentication providers, and other external technologies used to support the Services.
"Agreement"	includes these Terms, all order forms, statements of work, service descriptions, and any other written agreements executed between Customer and skEYEWATCH.

ARTICLE II

Account Creation & User Eligibility

2.1 Account Requirements

Access to the Services requires an authorized user account associated with Customer. Customer is responsible for ensuring that only authorized personnel receive access credentials and that all account information remains accurate and up to date.

2.2 Age & Authorization

The Services are intended for commercial use only. Users must be at least 18 years old or legally authorized by Customer.

2.3 Identity Verification

skEYEWATCH does not independently verify each User's identity. Customer is solely responsible for verifying the identity and authorization of its Users.

2.4 Prohibited Users

skEYEWATCH may deny or revoke access to any individual who attempts unauthorized access, violates laws, creates security risks, misuses video/audio/location data, interferes with system operations, or attempts to reverse engineer or exploit the Services.

ARTICLE III

Authorized & Prohibited Use

3.1 Authorized Use

Users may access the Services solely for Customer's internal business operations. Users may view, download, print, and share permitted outputs (e.g., reports, tickets, video evidence) for legitimate business, safety, training, compliance, legal, or insurance purposes.

3.2 Prohibited Conduct

Users are strictly prohibited from:

- Accessing systems, accounts, vehicles, devices, or data without authorization
- Introducing malware or harmful code
- Bypassing or attempting to circumvent security controls
- Sharing credentials or impersonating others
- Reverse engineering, copying, reselling, or sublicensing proprietary technology
- Scraping, bulk-downloading, or excessively querying the Services
- Using Services in violation of privacy, surveillance, employment, transportation, communications, or export-control laws
- Operating devices unsafely while driving or using machinery
- Using communications features to transmit threats, harassment, discriminatory content, obscenity, false emergency reports, or disruptive communications

3.3 Customer Oversight

Customer is responsible for supervising its Users, ensuring compliance with workplace policies, and addressing personnel matters related to video, audio, GPS, driver-monitoring, and communication data.

ARTICLE IV

Customer Content & Ownership

4.1 Customer Ownership

Customer retains ownership of all Customer Data.

4.2 License to skEYEwatch

Customer grants skEYEwatch a limited, nonexclusive license to host, store, process, transmit, display, back up, and use Customer Data solely to provide, support, secure, and improve the Services.

4.3 Customer Responsibilities

Customer is responsible for ensuring it has all necessary rights, permissions, notices, and consents for Customer Data.

4.4 Responsibility for Data Accuracy

Customer is solely responsible for the accuracy, completeness, and legality of all Customer Data it enters or uploads. skEYEwatch is not responsible for operational decisions based on inaccurate or incomplete Customer Data.

ARTICLE V

skEYEwatch Intellectual Property

5.1 Ownership

skEYEwatch owns all proprietary software, source code, system architecture, user interfaces, databases, APIs, algorithms, documentation, training materials, reports, websites, marketing materials, product names, logos, trademarks, and proprietary hardware designs.

5.2 Restrictions

Users may not copy, modify, reverse engineer, distribute, publish, or commercially exploit skEYEwatch's proprietary content except as expressly authorized in writing.

5.3 Third-Party Content

Third-Party Services remain the property of their respective owners.

ARTICLE VI

Services & Limitations

6.1 Service Description

skEYEWATCH provides subscription-based software platforms, mobile apps, cloud-hosted services, cameras, telematics devices, communications hardware, cellular connectivity, support, training, and implementation services.

6.2 Service Level Disclaimer

Customer acknowledges that the Services may be affected by:

- Cellular or internet connectivity
- GPS availability
- Hardware configuration
- Third-party systems
- Customer-provided data
- Installation quality
- Environmental conditions

skEYEWATCH does **not** guarantee:

- uninterrupted service
- precise GPS accuracy
- complete or continuous video/audio capture
- message delivery
- integration reliability
- emergency communication capability
- accident prevention or safety outcomes

6.3 Changes to Services

skEYEWATCH may modify, update, enhance, discontinue, or replace any feature, functionality, or component of the Services at any time.

6.4 Operational Responsibility

Customer remains solely responsible for operational decisions, employee supervision, vehicle safety, legal compliance, and maintaining backup procedures.

6.5 Responsibility for Configuration

Customer is solely responsible for configuring alerts, notifications, thresholds, and settings. skEYEWATCH is not responsible for misconfigured settings or missed alerts.

6.6 Responsibility for Transportation & Railroad Compliance

Customer is solely responsible for compliance with DOT, FMCSA, FRA, OSHA, and all transportation, fleet-operation, and railroad-operation laws. The Services do not ensure compliance with any regulatory scheme.

6.7 Safety Risk Acknowledgment

Customer acknowledges that devices may distract drivers or operators. Customer must train personnel on safe use and prohibit device interaction while driving. skEYEWATCH is not responsible for accidents, injuries, or fatalities.

6.8 No Duty to Monitor

skEYEWATCH has no obligation to monitor Customer Data, video, audio, GPS, telematics, communications, safety events, driver behavior, or operational activity. Customer is solely responsible for supervising its personnel.

ARTICLE VII

Hardware Terms

7.1 Hardware Warranty

Hardware is provided with a limited warranty against defects in materials and workmanship for the period specified in the applicable order. The warranty does not apply to damage caused by improper installation, misuse, accidents, environmental conditions, unauthorized modifications, or failure to maintain equipment.

7.2 Risk of Loss

Risk of loss transfers to Customer upon shipment.

7.3 Hardware Support

Hardware support may require Customer to provide access, diagnostic information, or return equipment for evaluation.

ARTICLE VIII

Payment Terms

8.1 Fees & Billing

Fees may include subscription charges, equipment purchases or leases, cellular data fees, installation, training, hosting, integrations, and professional services.

8.2 Payment Frequency

Payment frequency depends on Customer's plan.

8.3 Refunds

Equipment may be refunded within 30 days if unopened and uninstalled. Subscription and recurring fees are nonrefundable.

8.4 Nonpayment

30 days past due	account suspension
60 days past due	cellular data deactivation; \$150 reactivation fee per vehicle
90 days past due	referral to collections or legal counsel

ARTICLE IX

Privacy & Data Protection

9.1 Data Collected

skEYEWATCH may collect user account information, operational information, telematics data, video, audio, communications, technical information, and billing information.

9.2 Purpose of Collection

Data is collected to operate, maintain, secure, support, and improve the Services; authenticate users; manage permissions; track vehicles; deliver video/audio; generate reports; troubleshoot issues; process payments; and comply with legal obligations.

9.3 Data Retention

Customer is responsible for exporting data prior to termination. skEYEWATCH may delete or anonymize data after the retention period. Backups may persist temporarily.

9.4 Data Sharing

Data may be shared with authorized third-party providers, payment processors, cellular carriers, mapping services, advisers, and vendors as necessary.

9.5 No Sale of Personal Information

skEYewatch does not sell Customer or User personal information.

9.6 Compliance with Privacy Laws

Compliance obligations may include GDPR, CCPA, COPPA, HIPAA, and other laws depending on Customer's location and use.

9.7 Compliance With Surveillance, Monitoring, and Recording Laws (Clause A)

Customer acknowledges and agrees:

- Customer is solely responsible for compliance with all surveillance, monitoring, wiretap, audio-recording, biometrics, workplace privacy, and notice laws;
- Customer must provide all required notices to employees, contractors, drivers, operators, and any other monitored individuals;
- Customer must obtain all required consents;
- Customer must configure the Services in compliance with applicable laws;
- skEYewatch has no responsibility for Customer's monitoring practices.

ARTICLE X

Security

10.1 Customer Responsibilities

Customer is responsible for managing credentials, ensuring authorized access, reporting incidents, maintaining accurate contact information, and complying with surveillance and monitoring laws.

10.2 Incident Reporting

Security incidents must be reported promptly.

10.3 No Duty to Monitor

skEYewatch has no obligation to monitor Customer Data, video, audio, GPS, telematics, communications, safety events, driver behavior, or operational activity. Customer is solely responsible for supervising its personnel.

ARTICLE XI

Indemnification

11.1 Customer Indemnification

Customer shall indemnify, defend, and hold harmless skEYEWATCH from all claims arising out of or relating to:

- misuse of video/audio/GPS/telematics data;
- employment or workplace claims involving monitoring;
- violations of privacy, wiretap, biometrics, or surveillance laws;
- unsafe operation of devices;
- Customer Data;
- Customer's failure to obtain necessary consents;
- regulatory violations, including DOT, FMCSA, FRA, OSHA;
- claims involving Customer's drivers, contractors, or employees;
- Customer's operations, vehicles, or equipment;
- labor, union, or employment compliance failures.

11.2 skEYEWATCH Indemnification

skEYEWATCH shall indemnify Customer only for third-party claims alleging that the Services infringe a U.S. copyright, trademark, or patent.

ARTICLE XII

Disclaimers & Limitation of Liability

12.1 Warranty Disclaimer

The Services are provided "AS IS" and "AS AVAILABLE."

12.2 High-Risk Activities Disclaimer

The Services are not designed for life-support, emergency response, accident prevention, or safety-critical decision-making. Customer assumes all risk for high-risk operations.

12.3 Third-Party Services Disclaimer

skEYEWATCH is not responsible for failures, inaccuracies, outages, or delays caused by Third-Party Services.

12.4 Legal Review Responsibility

Customer is solely responsible for determining whether the Services are appropriate for its intended use and for obtaining legal review of its monitoring, recording, and operational practices. skEYEWATCH does not provide legal advice.

12.5 Insurance Responsibility

Customer must maintain adequate insurance for fleet operations, accidents, injuries, and property damage. The Services do not replace insurance requirements.

12.6 Limitation of Liability

To the fullest extent permitted by law:

- No indirect, incidental, special, exemplary, punitive, or consequential damages;
- No liability for lost profits, lost revenue, business interruption, data loss, missed deliveries, reputational harm, or substitute services;
- Aggregate liability limited to fees paid by Customer during the 12-month period preceding the claim.

12.7 Limitation of Actions

Any claim must be brought within **one year** of the event.

ARTICLE XIII

Suspension & Termination

13.1 Suspension Rights

skEYEWATCH may suspend or terminate any User or Customer account immediately and without prior notice for nonpayment, misuse, violations, security risks, unlawful activity, or excessive risk.

13.2 Notice

Where reasonably practicable, skEYEWATCH will provide notice and an opportunity to cure before suspension or termination.

13.3 Effect of Termination

Upon termination:

- Customer's access to the Services and Customer Data may be disabled;
- Customer must pay all outstanding amounts immediately;
- Customer may request export of available Customer Data within the applicable retrieval period;

- After the retrieval period, skEYEWATCH may delete or anonymize Customer Data per retention practices.

13.4 No Duty to Retain Evidence

skEYEWATCH has no obligation to preserve video, audio, GPS, telematics, communications, or other Customer Data for litigation, insurance claims, investigations, or regulatory inquiries.

ARTICLE XIV

Dispute Resolution

14.1 Governing Law

These Terms are governed exclusively by the laws of the State of Florida.

14.2 Mandatory Arbitration

ALL disputes arising out of or relating to these Terms or the Services shall be resolved exclusively through confidential, binding arbitration in the State of Florida.

14.3 Arbitration Procedures

Arbitration shall be administered by AAA or JAMS under their commercial rules, conducted in Florida, presided over by a single arbitrator, and may be held remotely.

14.4 Class Action Waiver

All disputes must be brought on an individual basis. Class, collective, consolidated, coordinated, mass, or representative actions are waived.

14.5 Fee Shifting for Frivolous Claims

The arbitrator may award fees and costs against any party that brings a frivolous or bad-faith claim.

ARTICLE XV**Miscellaneous**

15.1 Entire Agreement

These Terms, together with all applicable order forms and customer agreements, constitute the entire agreement between the parties.

15.2 Severability

If any provision is found unenforceable, the remaining provisions remain in full force and effect.

15.3 Force Majeure

skEYEWATCH shall not be liable for delays or failures caused by events beyond its reasonable control.

15.4 Waiver

Failure to enforce any provision shall not constitute a waiver.

15.5 Assignment

Customer may not assign these Terms without skEYEWATCH's written consent. skEYEWATCH may assign its rights and obligations to affiliates or successors.

15.6 Subcontractors

skEYEWATCH may use subcontractors and third-party providers to perform the Services.

15.7 Export Controls

Customer shall comply with all applicable export-control and sanctions laws.

15.8 U.S. Government Rights

If Customer is a U.S. government entity, the Services are provided as "commercial items" subject to restricted rights.

15.9 Injunctive Relief

skEYEWATCH may seek injunctive relief for unauthorized access, misuse of intellectual property, or confidentiality breaches.

15.10 Notices

Notices must be sent to the designated support, billing, legal, or administrative contacts.

15.11 Publicity

skEYEWATCH may identify Customer as a client and use Customer's name and logo in marketing materials unless Customer objects in writing.

15.12 Feedback License

Customer grants skEYEWATCH a perpetual, irrevocable, royalty-free license to use feedback, suggestions, and ideas.

15.13 Monitoring & Audit Rights

skEYEWATCH may monitor usage and audit Customer's compliance with these Terms.

15.14 Reservation of Rights

All rights not expressly granted are reserved. No implied licenses exist.

15.15 Interpretation

Headings are for convenience only. "Including" means "including without limitation." No presumption applies against the drafter.

15.16 Electronic Signatures & Counterparts

These Terms may be executed electronically and in counterparts.

15.17 Survival

All provisions relating to intellectual property, confidentiality, disclaimers, limitations of liability, indemnification, dispute resolution, and post-termination obligations survive termination.