

DIGITAL ALLY WEBSITE TERMS OF USE

(Updated as of February 2023)

ACCEPTANCE OF WEBSITE TERMS

Access to this website (“Website”), and the content, downloads, functionality, products, and services offered on or through the Website to you by Digital Ally, Inc. (“Digital Ally”), are governed by the following Digital Ally Website Terms of Use agreement (“Agreement”) which terms Digital Ally reserves the right to change, add, remove, update and/or amend at any time without notice to you. The current version of the Agreement will be displayed on the Website and will set forth the terms and conditions of your use of the Website. Please review the Agreement in its entirety to understand your rights and responsibilities when using the Website.

YOUR USE OF THE WEBSITE INDICATES YOUR ACCEPTANCE OF THE TERMS OF THE AGREEMENT AND YOUR WILLINGNESS TO BE BOUND BY THE AGREEMENT. IF YOU ARE NOT WILLING TO ACCEPT THE TERMS OF THE AGREEMENT, YOU MAY NOT USE THE WEBSITE OR THE CONTENT AND SERVICES PROVIDED ON THE WEBSITE AND YOU SHOULD CEASE THE USE OF THE WEBSITE WITHOUT DELAY.

You warrant and represent to Digital Ally that you have all authority and capacity necessary to enter into this Agreement and agree to these Digital Ally Website Terms Of Use. If you are entering into this Agreement on behalf of a company, a government entity, or other legal entity, you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to these Digital Ally Website Terms Of Use on the entity’s behalf.

You are responsible for ensuring that all persons who access the Website through your internet connection are aware of the Agreement and that they comply with them.

This Website is intended for use by individuals 18 years or older. If you are under 18 years old, you are not permitted to use the Website.

THE WEBSITE CONTENT

The content, downloads, functionality, products and services offered on or through the Website (“Website Content”) are provided to you by Digital Ally and the service providers selected by Digital Ally. Access to the Website is permitted on an “*As Is*” and “*As Available*” basis, and Digital Ally reserves the right, without notice, to withdraw or change any products and/or services it provides through the Website in its sole discretion. Digital Ally will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period of time. Digital Ally may periodically or permanently restrict access to the Website or parts of the Website.

PRIVACY AND PROTECTION OF PERSONAL INFORMATION

Any account, registration or other information you provide to Digital Ally to access the Website Content is subject to the Digital Ally Privacy Statement which governs how your information is collected and used. For more information relating to how Digital Ally protects your privacy and personal information, please review the Digital Ally Privacy Policy posted on the Website.

WEBSITE SOFTWARE; ADDITIONAL TERMS AND CONDITIONS

The software provided to you for download on the Website in conjunction with the Website Content (“Software”) is the copyrighted work of Digital Ally, its licensors, and/or its suppliers, and use of the Software and the Website is governed by this Agreement and all other written terms and conditions that apply to goods and services you purchase or lease, or are licensed, from Digital Ally, as well as to specified services, functions, and offerings provided on, or through, the Website (“Additional Terms and Conditions”). All such Additional Terms and Conditions are made a part of this Agreement by this reference, and you agree to abide by all such Additional Terms and Conditions as part of your agreement to abide by the terms of this Agreement. The provisions of the Additional Terms and Conditions shall, to the extent possible, be interpreted so as to supplement each other and this Agreement, and avoid any conflict between and among them, provided that in the event of any conflict between this Agreement and any provision(s) of

any Additional Terms and Conditions applicable to a specific portion of the Website, or to the purchase or lease of goods and services from Digital Ally, the latter terms shall govern, and this Agreement shall not be construed to alter such Additional Terms and Conditions.

You are not authorized to install any Software unless you first agree to the terms of this Agreement and any Additional Terms and Conditions applicable to such Software. Any use, reproduction, or redistribution of the Software not in accordance with this Agreement is expressly prohibited.

MATERIALS POSTED ON THIS WEBSITE

All information and materials created by Digital Ally for posting on the Website, including, but not limited to, software, reports, graphics, photographs, video, artwork, audio, text, logos, documents, and datasheets (collectively “Digital Ally Materials”) that are made available as part of the Website Content are the copyrighted work of Digital Ally, its licensors, and/or its suppliers. Your use of the Digital Ally Materials are governed by this Agreement. Digital Ally reserves all other rights to the Digital Ally Materials not expressly granted to you under this Agreement.

IMPERMISSIBLE ACTIONS

The Digital Ally Materials and Website composition are protected by copyright, trade dress, trademark, unfair competition, and other laws, and may not be copied or imitated in whole or in part. You may not remove, modify or tamper with any copyright notices on the Digital Ally Materials; distribute the Digital Ally Materials in any manner to third parties unless expressly authorized by this Agreement; or modify the Digital Ally Materials without the express written authority of Digital Ally. As a condition of your use of the Website, the Website may not be used for any unlawful purpose or in a manner prohibited by this Agreement. Without limitation, when using the Website, you agree that you will not do, attempt to do, or encourage or assist anyone else in doing, the following:

Violate any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S., EU or other countries);

Decipher, decompile, disassemble or reverse engineer any of the software used to provide the Website or any products or services offered through the Website;

Probe, scan or test the vulnerability of any system or network or breach or impair or circumvent any security or authentication measures protecting the Website or features that prevent or restrict use or copying of any Website content;

Upload, stream, send, receive, email or otherwise transmit any content in violation of this Agreement;

Upload, stream, send, receive, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, “pyramid schemes” or any other form of solicitation, as well as viruses, trojan horses, worms, logic bombs or other computer code that may interrupt, destroy, limit the functionality of the Website or interfere with the access of any user to the Website;

Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, vulgar, pornographic, hateful, abusive, harassing or unlawful material or information;

Use any meta tags or other hidden text or metadata utilizing name, trademark, URL or product name incorporating the names trademarked by Digital Ally, or any similar name designed to create confusion with Digital Ally’s trademarked names, including without limitation all Digital Ally’s trademarked names referenced on the Website;

Impersonate or attempt to impersonate any other person or entity including without limitation Digital Ally or any of its employees;

Engage in any conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm Digital Ally or users of the Website or expose them to liability;

Collect or store personal data about others without their express permission;

Gain unauthorized access to, interfere with, damage, overburden or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website; or attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or otherwise attempt to interfere with the proper working of the Website,

Use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website, or in any way reproduce or circumvent the navigational structure or presentation of the Website; or

Obtain, or seek to obtain, any information or data through any means not intentionally made available through the Website.

Digital Ally may be entitled to assert a legal action against you, if you fail to observe these rules. If Digital Ally brings any legal action against you as a result of your violation of this Agreement, you agree as follows: (i) Digital Ally shall not be liable to you or to any third party for termination of your access to the Website as a result of any violation by you of this Agreement; and (ii) you agree to pay all of Digital Ally’s reasonable attorneys’ fees and costs of such action, in addition to any other relief granted to Digital Ally at law or in equity.

Digital Ally reserves the right to terminate your access to the Website in its sole discretion for reasons which include, without limitation, upon your request, upon the request of law enforcement, the courts, or other governmental agencies, for our business reasons, for technical difficulties, and/or if Digital Ally discontinues or modifies the Website or the Website Content.

DISCLAIMERS; LIMITATION ON LIABILITY

THE WEBSITE AND ALL INFORMATION, CONTENT, AND SERVICES PROVIDED ON AND THROUGH THE WEBSITE ARE PROVIDED BY DIGITAL ALLY AND ITS SUPPLIERS ON AN “*AS IS*” AND “*AS AVAILABLE*” BASIS AND WITHOUT WARRANTY OF ANY KIND. ALL RISKS AS TO THE QUALITY, PERFORMANCE, ACCURACY, AND SUITABILITY OF THE WEBSITE, AND ALL THE INFORMATION, CONTENT, AND SERVICES PROVIDED ON THE WEBSITE, REMAIN WITH YOU. DIGITAL ALLY AND ITS SUPPLIERS HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AND CONDITIONS WITH REGARD TO THE WEBSITE, ALL SERVICES, CONTENT AND INFORMATION, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ACCURACY.

IN NO EVENT SHALL DIGITAL ALLY AND ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR PERFORMANCE OF, ALL INFORMATION, CONTENT, AND SERVICES AVAILABLE FROM THE WEBSITE, WHETHER SUCH DAMAGES ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER THEORY OF LIABILITY, AND EVEN IF DIGITAL ALLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE DIGITAL ALLY MATERIALS PUBLISHED ON THE WEBSITE COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. MODIFICATIONS ARE PERIODICALLY MADE TO THE INFORMATION, CONTENT, AND SERVICES PROVIDED ON THE WEBSITE. DIGITAL ALLY AND ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE WEBSITE, THE INFORMATION, CONTENT, SERVICES, AND/OR THE DIGITAL ALLY MATERIALS OFFERED ON THE WEBSITE AT ANY TIME.

The disclaimers and limitations of liability provided herein shall apply to the fullest extent permitted by applicable law. To the extent that Digital Ally and its suppliers may not, as a matter of applicable law, disclaim any implied warranty or limit their liabilities, the scope and duration of such warranty and the extent of Digital Ally and its suppliers’ liability, shall be the minimum permitted under such applicable law.

PASSWORDS AND SECURITY

Full access to the services and downloads provided through the Website will require you to establish a user account. When registering for your user account, you will be asked to provide Digital Ally with a user name and password, as well as the additional information requested to complete the registration. You agree that all the information you provide in connection with your use of the Website will be accurate and complete. By using the Website, you agree to be responsible for maintaining the confidentiality of your password and any other non-public account information you provide. Furthermore, you assume responsibility for the use of, and actions occurring in and through, your account. You agree to notify Digital Ally immediately of any unauthorized use of your account or a breach of security of the account, password, and Website. Digital Ally will not be liable for any loss that you may incur as a result of someone else using your user name, password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Digital Ally or another party due to someone else using your user name, password or account. You may not use anyone else's account at any time without the permission of the account holder.

INTELLECTUAL PROPERTY

All content and services provided by Digital Ally on the Website, including, but not limited to, trademarks and logos, designs, text, graphics, sounds, images, software, the Digital Ally Materials, and other website materials are the intellectual property of Digital Ally, its licensors, or other vendors. These materials are protected by United States and foreign intellectual property laws. Except as stated herein, none of the materials may be copied, reproduced, or distributed in any form without the prior written permission of Digital Ally. Any rights to Digital Ally's intellectual property not granted by Digital Ally under this Agreement are hereby reserved exclusively for Digital Ally.

CUSTOMER INFORMATION

Digital Ally does not claim ownership of any materials you provide to Digital Ally ("Customer Information"). However, by posting, uploading, inputting, providing or submitting your Customer Information, you are granting Digital Ally and its sublicensees permission and the license rights for Digital Ally to use your Customer Information in connection with the operation of all services Digital Ally offers to you through the Website; for Digital Ally to provide you with customer and technical support; and, for other business-related purposes, including, without limitation, to distribute, transmit, display, reproduce, edit, translate and reformat your Customer Information at your request.

FEEDBACK

You understand that by submitting your feedback, including without limitation, all suggestions, ideas, and information of any kind, whether submitted orally, electronically, in writing or in the form of a physical object ("Feedback"), to Digital Ally, you are warranting and representing that you are the owner of all right, title and interest in the Feedback, you are at least 18 years old, and that Digital Ally is not obligated to keep the Feedback confidential. You further agree that any Feedback you supply to Digital Ally may be used by Digital Ally in its sole discretion for any purpose whatsoever, and that Digital Ally may freely use and commercialize the Feedback without any compensation to you. All Feedback submitted on the Website is owned by Digital Ally, and to the extent such rights may not be assigned in this manner, you hereby grant to Digital Ally an irrevocable, perpetual, worldwide, non-exclusive, royalty-free, unrestricted license to use, distribute, make, exploit, practice, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display, and authorize others to do so, all or any portion the Feedback, without compensation or obligation to you. You further warrant and agree Digital Ally's ownership and license rights in and to the Feedback survive this Agreement.

LINKS TO THIRD PARTY SITES FROM THE WEBSITE; USER GENERATED CONTENT

The Website may contain links to third party websites that are external to the Website. These links are provided for your convenience only. Digital Ally has no control over the contents of those sites or resources, and accepts no responsibility for their content or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so at your own risk. Digital Ally does not endorse or make any representations concerning third party websites, or the information, products and services offered on those third party websites. The third party websites are subject to their own terms of use and conditions. Digital Ally may in its sole discretion disable links to any third-party website posted on the Website.

If User Generated Content (“UGC”) is, or becomes, accessible through the Website, you understand and agree that you access and use the UGC at your own risk. Digital Ally has no liability, and takes no responsibility, for such UGC. Digital Ally does not endorse or concur with UGC accessible through the Website, nor does it in any way verify its accuracy and/or reliability, all of which is presented on an “*As Is*” and “*As Available*” basis, without warranty of any kind. If you interact with other users of the Website, you are solely accountable for such interaction. Digital Ally, in its sole discretion, may, but is not obligated to, monitor or review UGC to ensure that it is not inappropriate, erroneous, defamatory, libelous, slanderous, obscene, or profane, and may, in its sole discretion, remove any UGC from the Website.

MISCELLANEOUS

Indemnification. Unless you are a government agency located in the United States and are prohibited by applicable law from indemnifying Digital Ally, to the fullest extent permitted by applicable law, You agree to defend, indemnify and hold harmless Digital Ally, its affiliates and licensors and their respective officers, directors, managers, employees, contractors, agents, licensors and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys’ fees) resulting from your violation of this Agreement or your use of the Website other than as expressly authorized in the Agreement.

Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of, or related to, it, its subject matter, or its formation, shall be governed by and construed in accordance with the laws of the State of Kansas without regard to its choice of law principles. Any action arising from or relating to this Agreement must be brought in the District Court of Johnson County, Kansas (and its appellate courts) or in the U.S. District Court for the District of Kansas (and its appellate courts), and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, such courts. However, Digital Ally retains the right to bring any suit, action or proceeding against you for breach of this Agreement in your country of residence or any other relevant country.

Limitations on Time to File Claim. Any cause of action or claim you may have arising out of or relating to this Agreement must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

Waiver and Severability. No waiver of this Agreement by Digital Ally shall be deemed a further or continuing waiver of such or any other term or condition, and any failure of Digital Ally to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent, so that the remaining provisions of this Agreement will continue in full force and effect. This Agreement shall not be interpreted or construed to confer any rights or remedies on any third parties.

Entire Agreement. This Agreement, the Digital Ally Privacy Policy, and any applicable Additional Terms and Conditions, constitute the entire agreement between you and Digital Ally with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.