

JUNAIO/METAIO CLOUD
TERMS OF SERVICE
(Version 06/2015)

These Terms of Service ("**Terms**") govern your access to and use of the junaio/Metaio Cloud Services, and any information, text, graphics, images or other materials using the junaio/Metaio Cloud (the "**Content**"). Your access to and use of the Services is conditioned on your compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. By accessing and/or using the Services, you agree to be bound by these Terms, which constitute a binding legal agreement between you and Metaio, Inc. ("**Metaio**").

USE OF THE SERVICES.

junaio/Metaio Cloud is a mobile and online platform that provides users with the ability to create, store, host, manage, upload, explore and share information using augmented reality (the "**Services**"). **These Services may change from time to time without prior notice to you and we may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on access and use of the Services at our sole discretion at any time without prior notice to you.**

The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or other information. The types and extent of advertising on the Services are subject to change. In consideration for Metaio granting you access to and use of the Services, you agree that Metaio and its third party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others.

Your use of the Services constitutes acceptance and an agreement of these Terms of Services.

LICENSE TO USE THE JUNAIO/METAIO CLOUD.

Subject to your compliance with this Agreement, Metaio grants you a limited, personal, non-exclusive, non-sublicensable, non-transferable, revocable license to use the junaio/Metaio Cloud to upload, manage, distribute, share, host, create and explore Content. You may not: (i) copy, modify or distribute the junaio/Metaio Cloud for any purpose; (ii) transfer, sublicense, lease, lend, rent or otherwise distribute the junaio/Metaio Cloud to any third party; (iii) modify, decompile, reverse-engineer, disassemble, or create derivative works of the junaio/Metaio Cloud; (iv) make the functionality of the junaio/Metaio Cloud available to multiple users through any means; or (v) use the junaio/Metaio Cloud in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the Terms.

ACCOUNT REGISTRATION.

In order to access, use or receive certain Services, you need to register and create an account ("**Account**"). In creating an Account, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. When creating an Account, you may be required to provide certain personal information about yourself and establish a username and a password. You agree to provide accurate,

current and complete information about your Account. We reserve the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, false or misleading.

PASSWORDS.

You are responsible for safeguarding your password that you use for your Account and for any activities or actions under your Account, whether or not you have authorized such activities or actions. Metaio is not liable for any loss or damage arising from your failure to comply with the above requirements.

In order to provide you with certain Services, you have the option of providing Metaio with your username/login and password to various social networking and online sites and accounts that you wish to link with your Account. If you decide to share your usernames and login credentials to these other accounts, you grant Metaio permission to log in on your behalf and access these accounts solely to the extent necessary to provide these Services. Metaio will otherwise keep your password confidential. You are still responsible for maintaining the confidentiality of your password(s) and account(s) and are fully responsible for all activities that occur under your username(s) or account(s).

PRIVACY.

Any personal information that you provide to Metaio is subject to our Privacy Policy, which governs our collection and use of your personal information (which is incorporated into these Terms by reference).

PAYMENT.

The use of the junaio/Metaio Cloud is currently made available under payment terms individually agreed with Metaio.

CONTENT YOU SUBMIT.

You are responsible for any Content that you post, upload and otherwise submit to the junaio/Metaio Cloud. By submitting Content to Metaio, you hereby grant Metaio a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Services and Metaio's (and its successor's) business, including without limitation for promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels.

In connection with Content, you further agree that you will not: (i) submit material that violates a third party's proprietary rights, including privacy and publicity rights, or that otherwise violates any applicable law; (ii) publish falsehoods or misrepresentations that could damage Metaio or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements; or (v) impersonate another person.

Metaio does not endorse any Content or any opinion, recommendation, or advice expressed therein, and Metaio expressly disclaims any and all liability in connection with any Content. Metaio reserves the right to decide whether Content is appropriate and complies with these Terms, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. Metaio may remove such Content and/or terminate your access for uploading such material in violation of these Terms at any time, without prior notice and at its sole discretion. We will fully cooperate with any law enforcement

authorities or court order requesting or directing us to disclose the identity of anyone posting, publishing or otherwise making available Content or other materials that are believed to violate these Terms.

It is the policy of Metaio to terminate your access to the junaio/Metaio Cloud if you infringe the copyright rights of others, upon receipt of proper notification to Metaio by the copyright owner or the copyright owner's legal agent.

The Content that you post, upload, and otherwise submit to the junaio/Metaio Cloud may be subject to a data storage limit. If you surpass the data storage limits stipulated in the Metaio website, Metaio may decide to discontinue providing the Services when they are exceeding such offerings.

THIRD PARTY SERVICES.

The Services may also contain links to third party websites, resources and services provided by third parties. Metaio is not responsible or liable for: (i) the availability or accuracy of such services; or (ii) the information, products, or services available on or through such third parties. The availability of such third party services does not imply any endorsement by Metaio. You are responsible for and assume all risk arising from your use or reliance of any third party services.

THIRD PARTY SOFTWARE.

The Services may use or be integrated with third party software, which requires additional terms and conditions. Such third party software additional terms and conditions, listed and identified in the Master List of Third Party Software (“TPS”) Licenses at <http://www.metaio.com/legal.html>, are part of and incorporated into this Agreement. By accepting this Agreement, you are also accepting the additional terms and conditions set forth herein. Metaio will not warranty, indemnify or otherwise be held liable for any third party software.

RESTRICTIONS.

The junaio/Metaio Cloud may be used and accessed for lawful purposes only. You agree to abide by all applicable local, state, national and foreign laws, treatises and regulations in connection with your use of the junaio/Metaio Cloud. In addition, without limitation, you agree that you will not do any of the following while using or accessing the junaio/Metaio Cloud: (i) upload, post, email or otherwise transmit (a) any Content to which you do not have the lawful right to copy, transmit and display (including any Content that would violate any confidentiality or fiduciary obligations that you might have with respect to the Content) or (b) any Content that infringes the intellectual property rights or violates the privacy rights of any third party (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity); (ii) attempt to access or search the junaio/Metaio Cloud or download content from the junaio/Metaio Cloud through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Metaio or other generally available third party web browsers; (iii) access, tamper with, or use non-public areas of the junaio/Metaio Cloud, Metaio’s computer systems, or the technical delivery systems of Metaio’s providers; (iv) gather and use information, such as other users’ names, real names, email addresses, available through the Services to transmit any unsolicited advertising, junk mail, spam or other form of solicitation; (v) use the junaio/Metaio Cloud for any commercial purpose or for the benefit of any third party or in any manner not by these Terms; (vi) violate any applicable law or regulation; or (vii) encourage or enable any other individual to do any of the foregoing.

We reserve the right to investigate and prosecute violations of any of the above and/or involve and cooperate with law enforcement authorities in prosecuting users who violate the Terms. You acknowledge that Metaio has no obligation to monitor your access to or use of the junaio/Metaio Cloud but has the right to do so for the purpose of operating the Services to ensure your compliance with this Agreement, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

OWNERSHIP.

The junaio/Metaio Cloud is protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms, Metaio and its licensors exclusively own all right, title and interest in and to the junaio/Metaio Cloud, including all associated intellectual property rights. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the junaio/Metaio Cloud.

TERMINATION.

These Terms begin on the date of acceptance and, unless earlier terminated, continue in effect until terminated. **Notwithstanding anything to the contrary herein, Metaio will have the right to suspend, disable or terminate your access to or use of the junaio/Metaio Cloud, at its sole discretion and without prior notice to you, if: a) you have breached any of the Terms herein, b) Metaio is required to do so by law, or c) Metaio ceases to offer the Services. Metaio will not be liable to you or any third party for termination of your access or use of the junaio/Metaio Cloud.**

Metaio may modify these Terms, at any time and without prior notice. If we modify these Terms we will post the modification on the Site. By continuing to access or using the junaio/Metaio Cloud after we have posted a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Services.

In addition, you may terminate these Terms for convenience at any time, by ceasing the use of the junaio/Metaio Cloud Services.

Any suspension or termination will not affect your obligations to Metaio under these Terms (including, without limitation, ownership, confidentiality, indemnification and limitation of liability), which by their sense and context are intended to survive such suspension or termination.

DISCLAIMERS.

Your use of the junaio/Metaio Cloud is at your sole discretion and risk. Metaio will not be responsible for any harm to your computer or mobile device, loss of data or other harm that results from your use of the Services. **Metaio does not make any warranties: (i) regarding the security, accuracy, reliability, timeliness and performance of the Services; or (ii) that the Services will be free of interruption, error-free or that any errors will be corrected.**

The junaio/Metaio Cloud, Services, and all materials, information, products and services included therein, are provided on an “AS IS” and “AS AVAILABLE” basis without warranties of any kind. **METAIO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE JUNAIO/METAIO CLOUD AND THE SERVICES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-**

INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. No advice or information, whether oral or written, obtained by you from Metaio, will create any warranty not expressly stated in this Agreement.

INDEMNITY.

You agree to defend, indemnify, and hold Metaio, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the junaio/Metaio Cloud or your violation of these Terms.

LIMITATION OF LIABILITY.

METAIO AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE JUNAIO/METAIO CLOUD; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE JUNAIO/METAIO CLOUD, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE JUNAIO/METAIO CLOUD; (iv) ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE JUNAIO/METAIO CLOUD OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES AND (v) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT METAIO HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

EXCLUSIONS.

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

GENERAL.

These Terms will be governed by and construed in accordance with the laws of the State of California, without regard to or application of conflict of laws rules or principles. The failure of Metaio to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect. These Terms of Service and our Privacy Policy are the entire and exclusive agreement between Metaio and you regarding the Services, and these Terms supersede and replace any prior agreements between Metaio and you regarding the Services.

Upon your acceptance of these Terms, you are deemed to agree that these Terms of this Agreement shall govern over any other additional terms, if any, stipulated or introduced by you, whether incorporated into any existing or subsequent purchase order, invoice, quotation or any other similar documentation that purports to vary the terms and conditions herein. Such other additional terms stipulated or introduced by you shall be considered void and of no effect unless agreed to in writing and signed by an authorized representative of Metaio.

CONTACTING US.

If you have any questions about these Terms, please contact us at legal@metaio.com.

Effective June 2015