<center>**Mobli Terms of Use**</center>

Last Revised: November 20, 2015

Mobli Media Inc., on behalf of itself and all of its affiliates and subsidiaries, including, but not limited to, Mobli Technologies 2010 Ltd. (collectively, "**Mobli**", "**we**" or "**us**") offers and operates a mobile application ("**Mobli App**") and the website located at www.mobli.com ("**Mobli Website**"). The Mobli Website, Mobli App and any other features, content, or applications Mobli may offer from time-to-time in connection with the foregoing are collectively referred to herein as, the "**Services**".

The Services provide a real-time, visual-media platform made up of subject-based channels such as people, places, and topics. The Services enable Users (as defined below) to see the world through other people's eyes!

Registered Members (as defined below) can collect, organize, live-stream, and share Content (as defined below) including photos, articles, sound recordings, videos, location information, and other information as permitted by the Services.

THESE TERMS ARE A LEGAL AGREEMENT BETWEEN US

These terms of use ("**Terms**") set forth the legally binding terms for your use of the Services. By using the Services, you agree to be bound by this Agreement, whether you are a "**Visitor**" (which means that you simply browse the Mobli Website) or you are a "**Member**" (which means that you have registered with Mobli to use the Mobli App). The term "**User**" refers to a Visitor or a Member. You are only authorized to use the Services (regardless of whether your access or use is intended) if you agree to abide by all applicable laws and this Agreement or any other policies or rules of Mobli.

Mobli may stop (permanently or temporarily) providing all or any portion of the Services (or any features of 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 use and storage at our sole discretion at any time without prior notice to you.

PRIVACY

Use of the Services is also governed by our Privacy Policy https://www.mobli.com/privacy.html, which is incorporated into this Agreement by this reference.

YOU MUST AGREE TO THE TERMS TO USE THE SERVICE

Please read these Terms carefully. If you do not agree to be bound by the Terms, you should stop using the Services immediately. You agree to and accept the Terms when you:

- download the Mobli App and register with Mobli to become a Member;

- communicate with other Members through the Services; or

- otherwise use the Services.

USE MAY REQUIRE DOWNLOAD AND ACTIVATION OF SOFTWARE

Some portions of the Services may require you to download software or content and/or agree to additional terms and conditions which are expressly incorporated into these Terms. You may request a copy of any applicable Terms by emailing: termsofuse@mobli.com.

We may modify the Terms at any time and any modifications shall be effective upon posting. You agree and accept any modifications when you use the Services after posting of such modifications. You should review the Terms from time-to-time. Notwithstanding the preceding sentences of this paragraph, no revisions to these Terms shall apply to any dispute that has arisen between you and Mobli prior to such revision.

Mobli reserves the right to reject, refuse to post, or remove any posting by you, or to restrict, suspend, or terminate your access to the Services, at any time and without any liability to you. Mobli reserves the right to moderate Content on our platform and may modify Content at Mobli's sole discretion, but nothing in these Terms requires Mobli to modify or remove any User content from the Services.

Mobli further reserves the right to modify headers or titles to any uploaded User content or change the channel designation of any User content, at any time and without any liability to you, but nothing in these Terms requires Mobli to undertake such actions.

ELIGIBILITY

Use of and Membership in the Services is void where prohibited. By using the Services, you represent and warrant that:

- all registration information you submit is truthful and accurate;
- you will maintain the accuracy of such information;
- you are 13 years of age or older; and
- your use of the Services does not violate any applicable law or regulation.

The Services are hosted in the United States.

If you are using the Services on behalf of any entity ("**Subscribing Organization**"), then you represent and warrant that you (a) are an authorized representative of that Subscribing Organization with the authority to bind such organization to these Terms; and (b) agree to be bound by these Terms on behalf of such Subscribing Organization.

TERM

The Terms shall remain in full force and effect while you use the Services or are a Member. To remove your account from mobli please contact mobli support by sending mail to: support@mobli.com. Mobli may terminate your Membership at any time, without warning and without any liability to you except as expressly set forth in these Terms. Even after Membership is terminated, the following provisions of these Terms will remain in full force and effect: Term; Fees

and Premium Access; Your Promises to Us; Member Disputes; Limitation on Liability; Dispute Resolution; Indemnity; and Other.

FEES AND PREMIUM ACCESS

You acknowledge that Mobli reserves the right to charge for the Services and to change its fees from time-to-time, upon written notice via the Mobli Website or the Mobli App. If Mobli terminates your Membership, then you will not be entitled to any refund of any fees that you may have paid Mobli except at Mobli's sole discretion.

You may purchase access to additional features and functionality on the Services ("**Premium Access**") by paying Mobli the then-current fees ("**Subscription Fees**"). Users who purchase Premium Access may send messages to each other, replay previously recorded live streams and use the Services without any advertisements appearing therein. If you obtain Premium Access, then Mobli will charge you the Subscription Fees at the beginning of the billing period based on your particular subscription. Subscriptions for Premium Access to the Service do not automatically renew upon expiration. Accordingly, once your subscription expires, you must either renew your initial subscription or purchase another subscription to regain Premium Access to the Service. Unless otherwise stated expressly by Mobli in writing, all Subscription Fees are nonrefundable and must be paid in U.S. Dollars. Mobli will use third party payment processors to process payments of Subscription Fees.

If you obtain Premium Access to the Service, then you represent and warrant that (a) you will only send messages through the Service to other Members with Premium Access who have given you their express consent to receive such messages; (b) you will indemnify and hold Mobli harmless from any and all claims arising out of your sending such messages; and (c) you are solely responsible for all fees and charges associated with sending such messages.

PROTECT YOUR PASSWORD AND ACCOUNT INFORMATION

When you sign up to become a Member, you will also be asked to choose a username and password. You agree to maintain the confidentiality of your password and not disclose it to others. You agree not to use the account, username, trademark, or password of another Member at any time. Mobli reserves the right to terminate access to the Services by any User whose username violates a third party's trademark or may mislead or confuse other Users. You agree to notify Mobli immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for use of your account prior to any disabling of your account by Mobli following receipt of notice of suspected unauthorized use. Mobli reserves the right to refuse service and/or terminate a username in its sole discretion.

NON-COMMERCIAL USE BY MEMBERS

You may not use the Services for any commercial or non-personal purpose without Mobli's express written permission. The Services are evolving, and are generally intended for personal use and limited commercial use. If your use undermines our ability to offer the Services we reserve the right to terminate your account or otherwise limit your activities on Mobli at any time in our sole discretion and without any liability to you.

YOU MAY NOT SPAM OR OTHERWISE USE MOBLI SERVICES FOR ANY ILLEGAL PURPOSES

Illegal and/or unauthorized use of the Services, including collecting names, usernames, email addresses, and/or phone numbers of Users by electronic or other means for the purpose of sending unsolicited email or any other communications is prohibited.

NO FRAMING OR DEEP-LINKING

Unauthorized framing of or linking to any part of the Services is prohibited.

In addition to termination of membership, Mobli reserves its rights to pursue appropriate legal action for any illegal or unauthorized use of the Services, including through the disclosure of User activity to legal authorities, as permitted by law or these Terms.

PROPRIETARY RIGHTS IN CONTENT ON MOBLI

"**Content**" includes text (including, without limitation, articles), files, images, photos, video, sound recordings, musical works, works of authorship, or any other materials made available or posted on or through the Services, including, but not limited to, material that is live streamed through the Services.

Content you post and your license to us.

1. **You keep your rights to your Content.** Mobli does not claim any ownership rights in the Content that you display, live-stream, or publish ("**Posting**"), you are simply granting Mobli a non-exclusive license as set forth in these Terms. After Posting, you continue to retain any rights you may have in such Content, and you continue to have the right to use your Content in any way you choose.

   You grant us a license to your Content. By Posting any Content on or through the Services, you grant to Mobli an unrestricted, assignable, sublicensable (through multiple sublicensees), revocable (except as limited below), royalty-free license throughout the universe, to communicate to the public, reproduce, distribute, store, transcode, syndicate, broadcast, reproduce, edit, modify, create derivative works from, and otherwise use and reuse your Content (or any portions or derivative works thereof), through any and all distribution channels and devices, whether now known or hereafter created, and to authorize any third parties to do the same with your Content, solely for the purposes of (a) providing the Services; and (b) advertising, marketing, and promoting Mobli and the Services. As described further in the "Our License to You" Section below, the foregoing license grant to Mobli in these Terms authorizes Mobli to sublicense to other Users of the Services the right to use and exploit your Content for personal and non-commercial purposes. This may include, by way of example and not limitation, the reposting of your Content on third party websites and even the printing of any photographs that you upload, either on a personal printer or through a commercial film processing company. In contrast to other social media and sharing services, no third party is authorized by Mobli to use your content for any commercial purposes, and you retain all private causes of action you may have against such third parties.

   Notwithstanding the immediately preceding paragraph, to the extent Mobli has sublicensed any of your Content to a third party pursuant to the grant of rights set forth in this paragraph, the sublicense granted to such third party shall survive in perpetuity any revocation of your

license grant to Mobil and shall be irrevocable. Therefore, even though you may remove any of your Content from the Services and terminate your license grants to Mobli with respect to such Content, any sublicenses made by Mobli to any third parties with respect to such Content prior to the removal of your Content from the Services shall survive in perpetuity notwithstanding your removal of your Content from the Services.

2. **We May Display Ads with Your Content**. 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 by Mobli on the Services are subject to change at any time and without notice. In consideration for Mobli granting you access to and use of the Services, you agree that Mobli and its third party providers and partners may place such advertising on the Services or in connection with the display of your Content or information from the Services, whether submitted by you or others. Mobli may also use your Content for other advertising and promotional purposes without restriction, including by licensing it to others.

3. **What Your License Means.** Without this license, Mobli might be unable to provide the Services. For example, without the right to modify Member Content, Mobli might not be able to digitally compress and/or resize photos that Members submit or otherwise format Content to satisfy technical requirements, and without the right to publicly perform Member Content, Mobli might not be able to allow Users to listen to music Posted by Members. The license you grant to Mobli is non-exclusive (meaning you are free to license your Content to anyone else in addition to Mobli), fully-paid and royalty-free (meaning that Mobli is not required to pay you for the use on the Services of the Content that you post), sublicensable (so that Mobli is able to use its affiliates and subcontractors such as Internet content delivery networks to provide the Services, and worldwide (because the Internet and the Services are global in reach).

4. **Your Promises to Us.**

   a. You represent and warrant that:

      1. you own all rights in and to the Content posted by you on or through the Services or otherwise have the right to grant the license set forth in these Terms, and

      2. the posting of your Content on or through the Services, including, without limitation, by live streaming or by posting multiple photographs in a single feed to create a collage or compilation, does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person, or require Mobli to obtain any licenses from or make any payments to any third party, including, but not limited to, any sound recording copyright owner, any musical work copyright owner, any featured or non-featured musician or vocalist, any representatives of any of the foregoing, including, but not limited to Performing Rights Organizations ("**PROs**").

      3. You agree to pay any or all royalties, fees, and any other monies owing any person by reason of any Content posted by you to or through the Services and

publicly performed, publicly displayed, communicated to the public or otherwise used or exploited.

b. If you are not the copyright owner of or are not fully authorized to grant rights in all of the elements of the Content you intend to upload or transmit to or through the Services, then you must not upload the Content to or through the Services. In addition, if you only own the rights in and to a sound recording, for example, but not to any underlying musical works embodied in such sound recording, then you must not upload such sound recording to the Services unless you obtain all necessary rights, authorizations, and permissions with respect to such embedded musical works that grant you sufficient rights to sublicense to Mobli according to these Terms.

c. **Specific Rules for Musical Works**. If you are a composer or author of a musical work and have affiliated with a PRO, then you must notify your PRO of the royalty free license granted by you to Mobli through these Terms. Each PRO has different rules with respect to providing notification for a direct license. You are solely responsible for ensuring your compliance with the relevant PRO's reporting obligations. If you have assigned your rights to a music publisher, then you must obtain the consent of such music publisher to grant the royalty free license set forth in these Terms or have such music publisher enter into these Terms with Mobli. Just because you authored a musical work (e.g., wrote a song) doesn't mean you have the right to grant Mobli the licenses contained in these Terms.

d. **Live-Streamed Content**. The Services allow you to stream Content live. For the avoidance of doubt, all provisions of these Terms relating to Content, including, but not limited to, this section, and the section entitled "Rules for Content and Activities" will apply in full force to any Content live-streamed for Posting through the Services.

e. **Confirmation of Rights**. Mobli reserves the right to demand confirmation from you in writing of all authorizations, licenses, permissions, and consents obtained by you (if any) with respect to any third party materials embodied in Content you upload to or transmit through the Services. If you fail to provide us with such confirmation upon request, we reserve the right to remove or deny access to any or all of your Content available on or through the Services and to suspend or terminate your account with Mobli. Mobli will have no liability to you for any actions taken by it pursuant to this section.

OUR LICENSE TO YOU

1. **Mobli Content.** The Services contain Content of Mobli or its licensors ("**Mobli Content**"). Mobli Content is protected by copyright, trademark, patent, trade secret, and other laws, and Mobli or its licensors own and retain all rights in the Mobli Content and the Services.

2. **License to You.** Mobli hereby grants you a limited, revocable, nonsublicensable, nonassignable, royalty free license to reproduce and display the Mobli Content (excluding any software code) solely for your personal, non-commercial use in connection with viewing the Services.

3. **The Services Contain Content of Users and Other Mobli Licensors**. Except for your Content, you may not reproduce, copy, modify, translate, publish, broadcast, transmit,

distribute, perform, display, communicate or sell any Content appearing on or through the Services except that you may view such Content in connection with accessing the Services to the extent authorized by us or other Members. If you download any Content not owned by you, you are strictly liable for any use of such Content not authorized by these Terms, including the redistribution of such Content to third party social media sites. For example, if you upload Content to a third party social media site, you are responsible for ensuring such upload is subject to these Terms and not superseded by such third party's terms of service. Notwithstanding the previous sentence, embedding links to Content on third party sites shall not be considered a violation of these Terms.

4. There are no implied license grants in these Terms to you.

RULES FOR CONTENT AND ACTIVITIES

1. **Offensive Content May Be Deleted and Membership Terminated and Other Actions May Be Taken Including Law Enforcement Referrals.** Mobli may delete any Content that in the sole judgment of Mobli violates this Agreement or which may be offensive, illegal, harm, threaten, or violate the rights or the safety of any person, or harm the reputation of Mobli, or its officers, directors, employees, investors, or affiliates. Mobli reserves the right to investigate and take appropriate legal action against anyone who, in Mobli's sole discretion, violates this Agreement, including without limitation, reporting you to law enforcement authorities. A more extensive list of prohibited Content and Activities appears below.

2. **Mobli is Not Responsible for Content**. Mobli assumes no responsibility for monitoring the Services for inappropriate Content or conduct. If at any time Mobli chooses, in its sole discretion, to monitor the Services, Mobli nonetheless assumes no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the User submitting any such Content. Content is not necessarily reviewed by Mobli prior to Posting and does not necessarily reflect the opinions or policies of Mobli. Mobli makes no warranties, express or implied, as to the Content or to the accuracy and reliability of the Content or any material or information that you transmit to other Members. You understand that the Services may expose you to information that is offensive, indecent, or objectionable. We do not have any obligation to monitor, nor do we take responsibility for Content made available by Users of the Services. You agree that you will evaluate, and bear all risks associated with the use of any Content available on or through the Services, including any reliance on the accuracy, completeness, usefulness or legality of such Content. You understand that when using the Services, you will be exposed to Content from a variety of sources, and that Mobli is not responsible for the accuracy, usefulness, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Mobli with respect thereto. Mobli does not endorse any Content or any opinion, recommendation or advice expressed therein, and Mobli expressly disclaims any and all liability in connection with Content.

3. **You Are Responsible for Content You Post.** You are solely responsible for the Content that you Post on or through any of the Services, and any material or information that you transmit to other Members and for your interactions with other Users. Mobli does not

endorse and has no control over the Content. You should exercise discretion, good sense, and sound judgment when Posting Content, including when live streaming any Content that you may think is ephemeral in nature. Therefore, we strongly recommend that you think before you Post any Content. Once something is Posted to the Services, whether it is a live stream, photo, song or otherwise, we cannot guarantee that it will not live in perpetuity online, and Content Posted today could be highly embarrassing or damaging to your credibility or reputation in the future. You must not Post any Content to the Services that you consider to be confidential or proprietary.

4. **Reporting of Content**. If you locate any Content on or through the Services that you find offensive or objectionable, you may report such Content to Mobli by sending an email to support@mobli.com. If you believe any Content is infringing of your intellectual property rights, please report such Content pursuant to our Copyright Policy as set forth in these Terms.

5. **Prohibited Content.** The following is a partial list of the kind of Content Services prohibits. You agree not to Post Prohibited Content, including by live streaming. Mobli may remove or block (but undertakes no obligation to remove or block) any of the following Prohibited Content, as well as any Content that, in Mobli's sole discretion, is similar to such Prohibited Content. Mobli reserves the right to terminate immediately the account of any Member who uploads Prohibited Content, without notice and without any liability to you. Prohibited Content includes, but is not limited to, Content that:

   a. is patently offensive and promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual;

   b. harasses or advocates harassment of another person;

   c. exploits people in a sexual or violent manner;

   d. contains nudity, violence, or offensive subject matter or contains a link to an adult website;

   e. solicits personal information from anyone under 18;

   f. provides telephone numbers, street addresses, last names, or email addresses of individuals without their expressed permission;

   g. promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory, or libelous;

   h. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;

   i. constitutes an authorized distribution, reproduction and/or public performance of another party's copyrighted sound recording or musical work;

   j. involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";

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k. contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);

l. furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;

m. solicits passwords or personal-identifying information for commercial or unlawful purposes from other Users;

n. involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; or

o. a live stream of any third party content (e.g., professional sports or pay-per-view content).

5. **Prohibited Activities.** The following is a partial list of the kind of activity that is illegal or prohibited through your use of the Services. Mobli reserves the right to terminate immediately the account of any Member who engages in Prohibited Activities, without notice and without any liability to you. Prohibited Activities include, but are not limited to, the following:

a. criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;

b. advertising to, or solicitation of, any User to buy or sell any products or services through the Services. You may not transmit any chain letters or junk email to other Users. It is also a violation of these rules to use any information obtained from the Services in order to contact, advertise to, solicit, or sell to any User without their prior explicit consent;

c. covering or obscuring the banner advertisements on any Mobli page via HTML/CSS or any other means;

d. any automated use of the system, such as using scripts to add friends or send comments or messages;

e. interfering with, disrupting, or creating an undue burden on the Services or the networks or services connected to the Services;

f. attempting to impersonate another User or person;

g. using the account, username, or password of another Member at any time or disclosing your password to any third party or permitting any third party to access your account;

h. selling or otherwise transferring your Mobli membership;

i. using any information obtained from the Services in order to harass, abuse, or harm another person;

j. displaying an advertisement in your Content, or accepting payment or anything of value from a third person in exchange for your performing any commercial activity on or through the Services on behalf of that person, such as sharing commercial Content, posting blogs with a commercial purpose, selecting a username with a commercial purpose;

k. posting any content obtained on or through the Services to any third party sites or services without Mobli's express written permission or as specifically permitted by the functionalities of the Services operating as intended without any circumvention of any protections or limitations built into the functionality; provided that in all instances Mobli is identified as the source of the content and any identifying marks in such content are retained when such content is posted or made available on any third party sites. Any deletion of Mobli as the identifying source of content obtained on or through the Services shall be a material breach of these Terms and may subject you to liability;

l. using the Services in a manner inconsistent with any and all applicable laws and regulations; or

m. **USING ANY CONTENT OBTAINED FROM THE SERVICES FOR ANY COMMERCIAL PURPOSE WITHOUT THE EXPRESS WRITTEN CONSENT FROM THE MEMBER WHO OWNS SUCH CONTENT.**

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR OTHER INTELLECTUAL PROPERTY INFRINGEMENTS

1. Mobli respects the intellectual property of others and takes the protection of copyrights and all other intellectual property very seriously, and we ask our Users to do the same. Infringing activity will not be tolerated on or through the Services.

2. Mobli's intellectual property policy is to (1) remove Content that Mobli believes in good faith or upon notice from an intellectual property owner or their agent, is infringing the intellectual property of a third party by being made available through the Services, and (2) remove any Content posted to the Services by "repeat infringers." Mobli considers a "repeat infringer" to be any User that has uploaded Content to the Services and for whom Mobli has received more than two takedown notices compliant with the provisions of 17 U.S.C. § 512(c) with respect to such Content. Mobli has discretion, however, to terminate the account of any User after receipt of a single notification of claimed infringement or upon Mobli's own determination.

3. **Procedure for Reporting Claimed Infringement**. If you believe that any Content made available on or through the Services has been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send a "Notification of Claimed Infringement" containing the following information to the Designated Agent identified below. Your communication must include substantially the following:

    a. A physical or electronic signature of a person authorized to act on behalf of the owner of the work(s) that has/have been allegedly infringed;

b. Identification of works or materials being infringed, or, if multiple works are covered by a single notification, a representative list of such works;

c. Identification of the specific material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Mobli to locate the material;

d. Information reasonably sufficient to permit Mobli to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;

e. A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

f. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You should consult with your own lawyer and/or see 17 U.S.C. § 512 to confirm your obligations to provide a valid notice of claimed infringement.

4. **Designated Agent Contact Information**. Mobli's Designated Agent for notices of claimed infringement can be contacted at:

Via E-mail: dmcaagent@mobli.com

Via U.S. Mail:

> Mrs. Keren Orian
> Mobli Media Inc.
> 3012 Avenue J, 2nd Floor
> Brooklyn, NY 11210

5. **Counter Notification**. If you receive a notification from Mobli that material made available by you on or through the Services has been the subject of a Notification of Claimed Infringement, then you will have the right to provide Mobli with what is called a "Counter Notification." To be effective, a Counter Notification must be in writing, provided to Mobli's Designated Agent through one of the methods identified in Section 4 immediately above, and include substantially the following information:

a. A physical or electronic signature of the subscriber;

b. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;

c. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and

d. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which Mobli may be found, and that the subscriber will accept service of process from the person who provided the Notification of Claimed Infringement or an agent of such person.

A party submitting a Counter Notification should consult a lawyer or see 17 U.S.C. § 512 to confirm the party's obligations to provide a valid counter notification under the Copyright Act.

6. **False Notifications of Claimed Infringement or Counter Notifications**. The Copyright Act provides that:

[a]ny person who knowingly materially misrepresents under [Section 512 of the Copyright Act (17 U.S.C. § 512)] (1) that material or activity is infringing, or (2) that material or activity was removed or disabled by mistake or misidentification, shall be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by a service provider, who is injured by such misrepresentation, as the result of [Mobli] relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it.

17 U.S.C. § 512(f).

Mobli reserves the right to seek damages from any party that submits a notification of claimed infringement or counter notification in violation of the law.

For the avoidance of doubt, only notices submitted under the Digital Millennium Copyright Act and the procedures set forth in this Section should be sent to the Designated Agent at dmcaagent@mobli.com or to the postal address identified above. Any other comments, compliments, complaints or suggestions about Mobli, the operation of the Services or any other matter should be sent to support@mobli.com.

MEMBER DISPUTES

You are solely responsible for your interactions with other Mobli Members. Mobli reserves the right, but has no obligation, to monitor disputes between you and other Members.

DISCLAIMERS

1. **Accuracy of Content.** Mobli is not responsible for any incorrect or inaccurate Content posted or available on the Services, whether caused by Users of the Services or by any of the equipment or programming associated with or utilized in the Services.

2. **Links.** The Services may contain links to other websites. Mobli is not responsible for the content, accuracy or opinions expressed on such websites, and such websites are in no way investigated, monitored, or checked for accuracy or completeness by Mobli. Inclusion of any linked website on the Services does not imply approval or endorsement of the linked website by Mobli. When you access these third party websites, you do so at your own risk.

3. **Advertising.** Mobli takes no responsibility for third party advertisements which are posted on this Mobli Website or through the Services, nor does it take any responsibility for the goods or services provided by its advertisers. You rely upon third party advertisements at your own risk.

4. **Users.** Mobli is not responsible for the conduct, whether online or offline, of any User of the Services. Mobli assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any User or Member communication.

5. **Technical Issues and Injuries.** Mobli is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the Services or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the Services. Under no circumstances shall Mobli be responsible for any loss or damage, including personal injury or death, resulting from use of the Services, attendance at a Mobli event, from any Content posted on or through the Services, or from the conduct of any Users of the Services, whether online or offline.

6. **Services Provided As-Is.** THE MOBLI SERVICES ARE PROVIDED "AS-IS," AND AS AVAILABLE, AND MOBLI EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. **No Fitness for Particular Purposes.** Mobli cannot guarantee and does not promise any specific results from use of the Services. The Mobli software that may be installed on Users mobile phones may cause the Users' mobile phone battery charge to drain more rapidly and may increase Users' mobile data usage. Mobli is not responsible for any damage to equipment.

8. **Phone or Other Charges.** Users are solely responsible for all phone or related charges incurred because of using the Mobli service and software. Downloading or using the Software is at your sole risk.

9. **Third Party Terms.** You are solely responsible for complying with any and all third party terms to which you must agree in connection with your use of the Services, including, without limitation, any terms of service or API licenses that apply to your access and use of third party services or APIs to obtain Content that you make available on the Services ("**Third Party Terms**"). In addition, you acknowledge and agree that your ability to obtain such Content is entirely dependent upon your ability to access and use the services or APIs offered by third parties. You acknowledge and agree that Mobli has no control over these

third parties, and they may suspend, terminate or otherwise interrupt (on a temporary or permanent basis) your access to any their services or APIs pursuant to the applicable Third Party Terms.

LIMITATION ON LIABILITY

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    a. **Commencing Arbitration**. A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of intent to arbitrate (a "**Notice**"), or, in the absence of a mailing address provided by you to Mobli, to you via any other method available to Mobli, including via e-mail. The Notice to Mobli should be addressed to: Mobli Media Inc., 3012 Avenue J, 2nd Floor, Brooklyn, N.Y. 11210, Attn: CEO (the "**Arbitration Notice Address**"). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought

(the "**Demand**"). If you and Mobli do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Mobli may commence an arbitration proceeding as set forth below or file a claim in small claims court. THE ARBITRATION SHALL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("**AAA**") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (THE "**Rules**"), AS MODIFIED BY THIS AGREEMENT. The Rules and AAA forms are available online at www.adr.org or by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. If you are required to pay a filing fee to commence an arbitration against Mobli, then Mobli will promptly reimburse you for your confirmed payment of the filing fee upon Mobli's receipt of Notice at the Arbitration Notice Address that you have commenced arbitration along with a receipt evidencing payment of the filing fee, unless your Demand is equal to or greater than $1,000, in which case you are solely responsible for the payment of the filing fee.

b. **Arbitration Proceeding**. The arbitration shall be conducted in the English language. A single independent and impartial arbitrator shall be appointed pursuant to the Rules, as modified herein. You and Mobli agree to comply with the following rules, which are intended to streamline the dispute resolution process and reduce the costs and burdens on the parties: (1) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration; (2) the arbitration shall not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and (3) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

c. **No Class Actions**. **YOU AND MOBLI AGREE THAT YOU AND MOBLI MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, YOU AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND THAT IF THIS SPECIFIC PROVISO IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS MANDATORY ARBITRATION SECTION SHALL BE NULL AND VOID.**

d. **Decision of the Arbitrator**. Barring extraordinary circumstances, the arbitrator shall issue his or her decision within 120 days from the date the arbitrator is appointed. The arbitrator may extend this time limit for an additional 30 days in the interests of justice. All arbitration proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator shall be in writing and shall include a statement setting forth the reasons for the disposition of

any claim. The arbitrator shall apply the laws of the State of New York in conducting the arbitration. You acknowledge that these terms and your use of the Services evidences a transaction involving interstate commerce. The United States Federal Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to the Mandatory Arbitration clause in these Terms.

2. These Terms and your use of the Services shall be governed by the substantive laws of the State of New York without reference to its choice or conflicts of law principles. Only if the Mandatory Arbitration clause is deemed to be null and void, then all disputes arising between you and Mobli under these Terms shall be subject to the exclusive jurisdiction of the state and federal courts located in New York County, New York, and you and Mobli hereby submit to the personal jurisdiction and venue of these courts.

3. **Equitable Relief**. The foregoing provisions of this Dispute Resolution section do not apply to any claim in which Mobli seeks equitable relief of any kind. You acknowledge that, in the event of a breach of these Terms by Mobli or any third party, the damage or harm, if any, caused to you will not entitle you to seek injunctive or other equitable relief against Mobli, including with respect to any Content, and your only remedy shall be for monetary damages, subject to the limitations of liability set forth in these Terms.

4. **Claims**. You and Mobli agree that, notwithstanding any other rights the party may have under law or equity, any cause of action arising out of or related to these Terms or the Services, excluding a claim for indemnification, must commence within one year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

5. **Improperly Filed Claims**. All claims you bring against Mobli must be resolved in accordance with this Dispute Resolution section. All claims filed or brought contrary to this Dispute Resolution section shall be considered improperly filed. Should you file a claim contrary to this Dispute Resolution section, Mobli may recover attorneys' fees and costs up to $5,000, provided that Mobli has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

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